

ZB# 01-32

Kevin Hofving

73-4-5

Prelim.

June 25, 2001.

App. provided 6/13/01.

- (1) Photos etc
- (2) checked &

Public Hearing:

August 13, 2001.

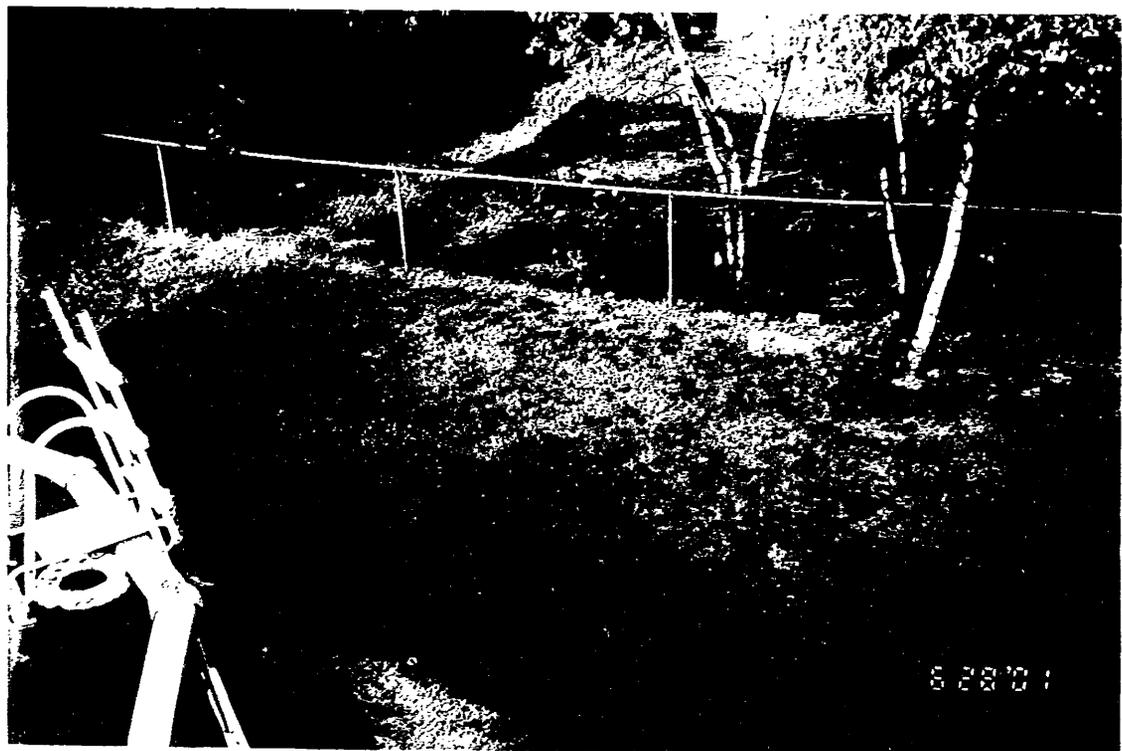
Granted

Refund: \$203.00

#01-320

Hofling, Kevin

Area 73-4-5





701-00
M...
Area 78-4-5

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Hoising, Kevin

FILE# 01-32

RESIDENTIAL: \$50.00
INTERPRETATION: \$150.00

COMMERCIAL: \$150.00

AREA X

USE

APPLICATION FOR VARIANCE FEE \$ 50.00

*Paid 7/2/01
ck. # 2363*

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 300.00

*Paid 7/2/01
ck. 2364*

DISBURSEMENTS:

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING-PER PAGE	<u>6/25/01-3</u>	\$ <u>13.50</u>
2ND PRELIMINARY- PER PAGE	<u>8/13/01-3</u>	\$ <u>13.50</u>
3RD PRELIMINARY- PER PAGE		\$ <u> </u>
PUBLIC HEARING - PER PAGE		\$ <u> </u>
PUBLIC HEARING (CONT'D) PER PAGE		\$ <u> </u>
TOTAL		\$ <u>27.00</u>

ATTORNEY'S FEES: \$35.00 PER MEEETING

PRELIM. MEETING:	<u>6/25/01</u>	\$ <u>35.00</u>
2ND PRELIM.	<u>8/13/01</u>	\$ <u>35.00</u>
3RD PRELIM.		\$ <u> </u>
PUBLIC HEARING.		\$ <u> </u>
PUBLIC HEARING (CONT'D)		\$ <u> </u>
TOTAL		\$ <u>70.00</u>

MISC. CHARGES:

..... \$
TOTAL \$ 97.00

LESS ESCROW DEPOSIT \$ 300.00
(ADDL. CHARGES DUE) \$
REFUND DUE TO APPLICANT .. \$ 203.00

LESLIE A. HOFVING
KEVIN HOFVING
452 PHILO ST.
NEW WINDSOR, NY 12553
(914) 562-8984

75-197/019

2364

DATE 7/2/01

PAY TO THE ORDER OF Town of New Windsor \$ 300.00

Three hundred + 70/100 DOLLARS

Security Features
Include: Microprint
of Ink

PALISADES FEDERAL CREDIT UNION-2219
401 N. MIDDLETOWN RD.
PEARL RIVER, NY 10965-1299 PAY THRU
1ST SECURITY STATE BANK, SLEEPY EYE, MN

FOR ZBA #01-32

Leslie A. Hofving

⑆091901972⑆2780000624736⑆ 2364

LESLIE A. HOFVING
KEVIN HOFVING
452 PHILO ST.
NEW WINDSOR, NY 12553
(914) 562-8964

75-1977019

2363

DATE 7/2/01

PAY TO THE
ORDER OF

Town of New Windsor

\$ 50.00

Fifty & no/100

DOLLARS

Security Features
in 2000 Series
of \$50

PALISADES FEDERAL CREDIT UNION <2219
401 N. MIDDLETOWN RD.
PEARL RIVER, NY 10965-1299 PAY THRU
1ST SECURITY STATE BANK, SLEEPY EYE, MN

FOR

ZBA #01-32

Leslie A. Hofving

⑆091901972⑆ 2780000624736⑆ 2363

In the Matter of the Application of

KEVIN HOFVING

#01-32

MEMORANDUM OF
DECISION
GRANTING AREA
VARIANCES

WHEREAS, KEVIN HOFVING, 452 Philo Street, New Windsor, New York 12553, has made application before the Zoning Board of Appeals for an 18 ft. rear yard variance to construct an attached pool deck and 5 ft. rear yard variance for proposed attached house deck located on the above parcel in an R-4 zone; and

WHEREAS, a public hearing was held on the 13th day of August, 2001 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, Applicant appeared for this Application; and

WHEREAS, there were no spectators appearing at the public hearing; and

WHEREAS, none of the spectators spoke in favor of or in opposition to this Application; and

WHEREAS, a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and in The Sentinel, also as required by law.
2. The evidence presented by the Applicant showed that:
 - (a) The property is a residential property consisting of a one-family home located in a neighborhood containing one-family homes.
 - (b) Applicant seeks a variance to construct an attached pool deck and a rear yard variance for a proposed attached house deck. The proposed deck will be attached to an existing deck.
 - (c) The proposed deck would improve the safety and supervision of children in the area of the pool.

(d) In order to construct the deck, no trees or significant vegetation will be removed.

(e) The proposed decks will not be constructed on top of any well or septic system or water or sewer easements.

(f) The decks will be similar to other decks in the neighborhood.

WHEREAS, The Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in this matter:

1. The requested variances will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to the Applicant which can produce the benefits sought.

3. The variances requested are substantial in relation to the Town regulations but nevertheless are warranted.

4. The requested variances will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the Applicant faces in conforming to the bulk regulations is self-created but nevertheless should be allowed.

6. The benefit to the Applicant, if the requested variances are granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community.

7. The requested variances are appropriate and are the minimum variances necessary and adequate to allow the Applicant relief from the requirements of the Zoning Local Law and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area variances.

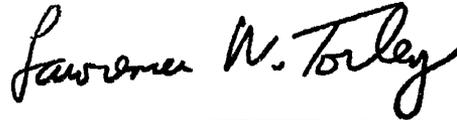
NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a request for an 18 ft. rear yard variance to construct an attached pool deck and a 5 ft rear yard variance for proposed attached house deck at the above location in an R-4 zone as sought by the Applicants in accordance with plans filed with 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 Applicants.

Dated: November 26, 2001

A handwritten signature in cursive script that reads "Lawrence W. Torley". The signature is written in black ink and is positioned above a horizontal line.

Chairman

Date 9/24/01

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
 NEW WINDSOR, NEW YORK 12553

TO Frances Roth DR.
168 N. Drury Lane
Newburgh, N.Y. 12550

DATE		CLAIMED	ALLOWED
8/13/01	Zoning Board Mtg	75 00	
	Miz. - 3		
	Rodriguez - 2		
	Viera - 2		
	Conklin - 1		
	Steiner - 4		
	Betrix - 2		
	Panagiotopoulos - 3		
	Hofring - 3 13:50.		
	First Columbia - 3		
	Deyo - 19	202 50	
	Bothwell -		
	45	277 50	

PUBLIC HEARINGS:

HOFVING, KEVIN

MR. TORLEY: Request for 18 ft. rear yard variance to construct an attached pool deck and 5 ft. rear yard variance for proposed attached house deck at 452 Philo Street in an R-4 zone.

Mr. Kevin Hofving appeared before the board for this proposal.

MR. TORLEY: Is there anyone in the audience who wishes to speak on this matter? Let us note that there's no one in the audience wishing to speak. Mr. Hofving, what is it that you want to do? Tell us what you want to do.

MR. HOFVING: Well, we're building, we have a deck, an existing deck, we're going to take that existing deck down and build a new one, okay, and then we want to go off the deck down to a pool deck so it will be one continuous off the kitchen door to the deck down the stairs and to the pool. My wife's pregnant, two kids, it's easier for her to get out and to watch the kids that way.

MR. TORLEY: So you would consider having to, the deck structure would improve the safety and supervision of your children and the pool?

MR. HOFVING: It would be much easier for my wife.

MR. KANE: Going to create any water hazards or runoffs in building the decks?

MR. HOFVING: No, not that I know of and the G.C., the guy we're getting he said no.

MR. KANE: Cutting down any trees?

MR. HOFVING: We're not cutting down no trees.

MR. MC DONALD: Over any easements or sewer lines?

MR. HOFVING: No, not that I know of.

MR. MC DONALD: Is there anything there now? You have an existing deck, right?

MR. HOFVING: We have an existing deck.

MR. KRIEGER: How is your house served, municipal sewer and water?

MR. HOFVING: Yes.

MR. KRIEGER: Does the sewer and water run to where the deck is or run someplace else, the access to the house?

MR. HOFVING: It's underneath the garage where the garage is.

MR. KRIEGER: But it's not here, wherever that is but it's not here?

MR. HOFVING: No.

MR. KRIEGER: Not where the deck is?

MR. HOFVING: No.

MR. KRIEGER: That's what he was asking you.

MR. HOFVING: I'm sorry.

MS. CORSETTI: For the record, on July 2, we sent out 73 notices to adjacent property owners.

MR. TORLEY: Again, there's no one in the audience wishing to speak so I'll open and close the public hearing. Gentlemen, any other questions you have?

MR. KRIEGER: Is it similar to other decks in the neighborhood, not identical, just similar?

MR. HOFVING: Similar, there's one that's just got one.

MR. KRIEGER: You said the right thing.

August 13, 2001

18

MR. HOFVING: Yes, similar.

MR. TORLEY: Gentlemen, any other questions? Motion?

MR. MC DONALD: I make a motion that we grant the request for the 18 foot rear yard variance to construct the attached pool deck and five foot rear yard variance for proposed attached house deck.

MR. KANE: Second it.

ROLL CALL

MR. RIVERA	AYE
MR. MC DONALD	AYE
MR. REIS	AYE
MR. CANE	AYE
MR. TORLEY	AYE

OFFICE OF THE BUILDING INSPECTOR
TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK

2

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT (845) 563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.

DATE: 6/8/01

APPLICANT: Kevin Hofving
452 Philo Street
New Windsor, NY 12553

COPY

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE:

FOR : Proposed attached house deck

LOCATED AT: 452 Philo Street

ZONE: R-4 Sec/ Blk/ Lot: 73-4-5

DESCRIPTION OF EXISTING SITE: Existing one-family house

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. Proposed attached house deck will not meet minimum 40ft rear yard set-back.


BUILDING INSPECTOR

PERMITTED 40ft

PROPOSED OR
AVAILABLE:

VARIANCE
REQUEST:

ZONE: R-4 USE: G-8

MIN LOT AREA:

MIN LOT WIDTH:

REQ'D FRONT YD:

REQ'D SIDE YD:

REQ'D TOTAL SIDE TD:

REQ'D REAR YD: 35ft 5ft

REQ'D FRONTAGE:

MAX BLDG HT:

FLOOR AREA RATIO:

MIN LIVABLE AREA:

DEV COVERAGE:

cc: Z.B.A.. APPLICANT, FILE, W/ ATTACHED MAP

PLEASE ALLOW FIVE TO TEN DAYS TO PROCESS
IMPORTANT
YOU MUST CALL FOR ALL REQUIRED INSPECTIONS OF CONSTRUCTION

Other inspections will be made in most cases but those listed below must be made or Certificate of Occupancy may be withheld. Do not mistake an unscheduled inspection for one of those listed below. Unless an inspection report is left on the job indicating approval of one of these inspections it has not been approved and it is improper to continue beyond that point in the work. Any disapproved work must be reinspected after correction.

1. When excavating is complete and footing forms are in place (before pouring.)
2. Foundation inspection. Check here for waterproofing and footing drains.
3. Inspect gravel base under concrete floors and underslab plumbing.
4. When framing, rough plumbing, rough electric and before being covered.
5. Insulation.
6. Final Inspection for Certificate of Occupancy. Have on hand electrical inspection data and final certified plot plan. Building is to be completed at this time. Well water test required and engineer's certification letter for septic system required.
7. Driveway inspection must meet approval of Town Highway Superintendent. A driveway bond may be required.
8. \$50.00 charge for any site that calls for the inspection twice.
9. Call 24 hours in advance, with permit number, to schedule inspection.
10. There will be no inspections unless yellow permit card is posted.
11. Sewer permits must be obtained along with building permits for new houses.
12. Septic permit must be submitted with engineer's drawing and perc test.
13. Road opening permits must be obtained from Town Clerk's office.
14. All building permits will need a Certificate of Occupancy or a Certificate of Compliance and here is no fee for this.

FOR OFFICE USE ONLY:

Building Permit # 2401-548

AFFIDAVIT OF OWNERSHIP AND/OR CONTRACTOR'S COMP & LIABILITY INSURANCE CERTIFICATE IS REQUIRED BEFORE PERMIT WILL BE ISSUED

PLEASE PRINT CLEARLY - FILL OUT ALL INFORMATION WHICH APPLIES TO YOU

Owner of Premises KEVIN HOFVING

Address 452 PHILIP STR NEW WINDSOR Phone _____

Mailing Address _____

Name of Architect _____

Address _____ Phone _____

Name of Contractor THE COAL SHOP

Address 23 DOROTHY DR MONROE N.J. Phone 782-6533

State whether applicant is owner, lessee, agent, architect, engineer or builder _____

If applicant is a corporation, signature of duly authorized officer. _____
(Name and title of corporate officer)

1. On what street is property located? On the E side of PHILO STR.
(N,S,E or W)
and _____ feet from the intersection of _____

2. Zone or use district in which premises are situated _____ Is property a flood zone? Y _____ N _____

3. Tax Map Description: Section 73 Block 4 Lot 5

4. State existing use and occupancy of premises and intended use and occupancy of proposed construction.
a. Existing use and occupancy SINGLE FAMILY b. Intended use and occupancy _____

5. Nature of work (check if applicable) New Bldg Addition Alteration Repair Removal Demolition Other

6. Is this a corner lot? NO deck

7. Dimensions of entire new construction. Front _____ Rear _____ Depth _____ Height _____ No. of stories _____

8. If dwelling, number of dwelling units: _____ Number of dwelling units on each floor _____
Number of bedrooms _____ Baths _____ Toilets _____ Heating Plant: Gas _____ Oil _____
Electric/Hot Air _____ Hot Water _____ If Garage, number of cars _____

9. If business, commercial or mixed occupancy, specify nature and extent of each type of use _____

10. Estimated cost \$3,000

Fee ^{part of} ck # 2326
58 6/6/01

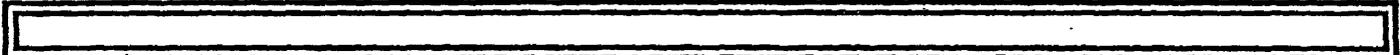
PAID

____/____/____
date

APPLICATION FOR BUILDING PERMIT
TOWN OF NEW WINDSOR, ORANGE COUNTY, NEW YORK
Pursuant to New York State Building Code and Town Ordinances

Building Inspector: Michael L. Babcock
Asst. Inspectors Frank Lisi & Louis Krychear
New Windsor Town Hall
555 Union Avenue
New Windsor, New York 12553
(914) 563-4618
(914) 563-4693 FAX

Bldg Insp Examined _____
Fire Insp Examined _____
Approved _____
Disapproved _____
Permit No. _____



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.

Don H. G.

(Signature of Applicant)

23 Dorcas Ave De Montrose N.Y.

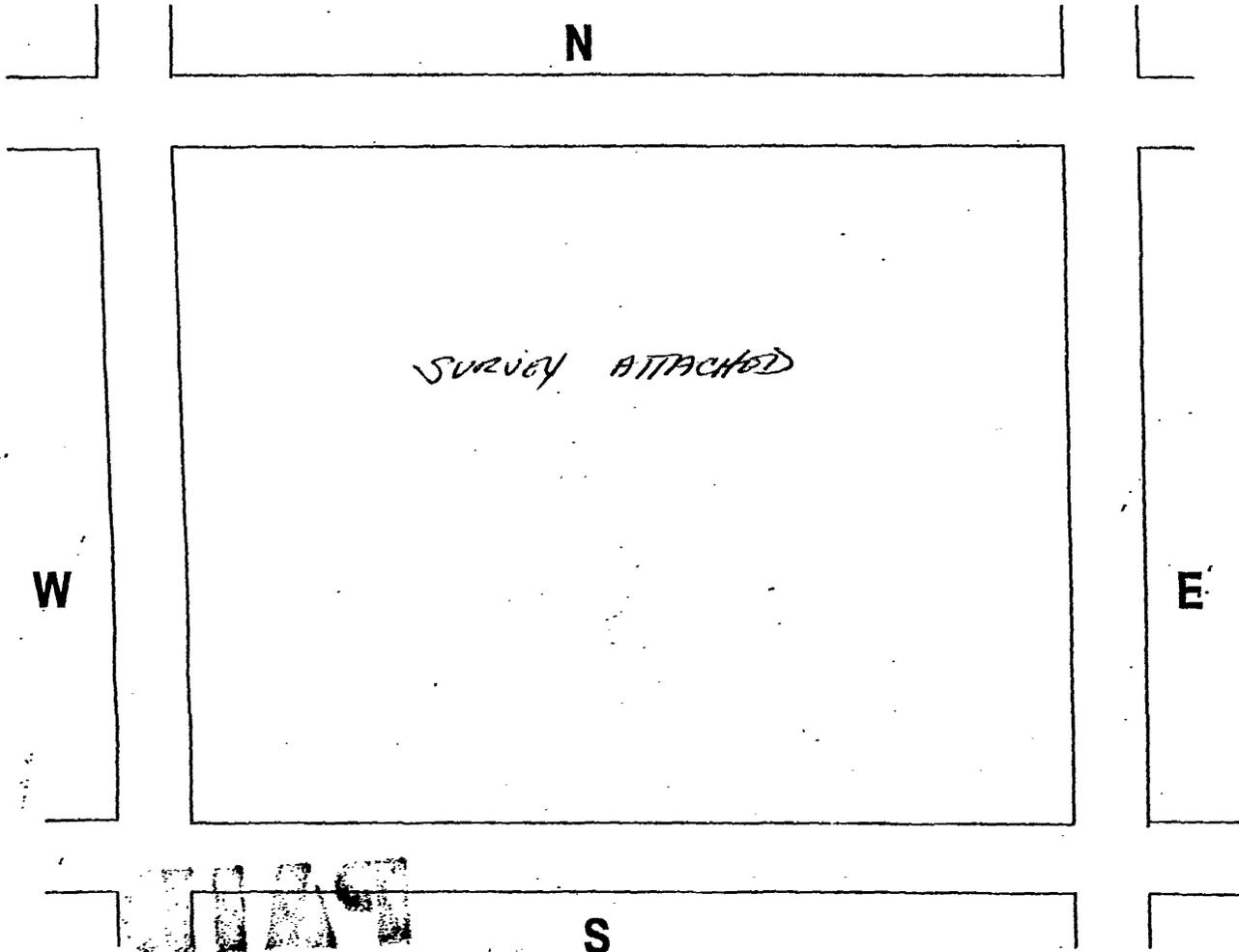
(Address of Applicant)

(Owner's Signature)

(Owner's Address)

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.



Date 7/7/01

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth DR.
168 N. Drury Lane
Newburgh, N.Y. 12550

DATE		CLAIMED	ALLOWED
e/25/01	Zoning Board Mtg	75 00	
	Misc - 4		
	Steiner - 1		
	Mirecki - 6		
	Maldonado - 2		
	Lorgan - 2		
	Mucci - 2		
	Bila - 3		
	Pecerno - 2		
	Marshall - 7		
	Hofving - 3 13.50.		
	Lawrence Lorenzen - 11		
	DeFazio - 2		
	Thomas - 2	220 50	
	Morris - 2	295 50	
	= 49		

HOFVING, KEVIN

MR. TORLEY: Request for 18 ft. rear yard variance for proposed attached pool deck and 5 ft. rear yard variance for proposed attached house deck at 452 Philo Street in an R-4 zone.

Mr. Kevin Hofving appeared before the board for this proposal.

MR. TORLEY: Sir?

MR. HOFVING: The one I'm asking for, I went to the Town when I bought the house, they said that they went for a variance already so I'm really only asking for two feet.

MR. TORLEY: Do you have anything?

MS. CORSETTI: No.

MR. HOFVING: When I came there at the office, it's only two feet I need now and--

MR. TORLEY: You're putting up a deck around your pool?

MR. HOFVING: Yes, I have an existing deck that's old so I wanted to get a new deck. We have two children and we have one on the way, so my wife wanted to have a deck that goes down, one's gonna be 5 and the other 3 so that goes down from the existing deck, goes down and will have a little pool deck so it would be easier for my wife with the kids.

MR. TORLEY: This pool deck attaches to the main deck which is attached to the house?

MR. HOFVING: I don't have it yet.

MR. TORLEY: What you're intending, Mike, if they're all one structure then it's a single variance, right?

MR. BABCOCK: The reason we did that, Larry, is if for some reason this board says we're going to give you the variance for the one deck but not the other one, so we

separated them just to make it so the paperwork so it's understandable. I did go through the paperwork, he does have a variance for 38 1/2 feet, I don't think it's, it's immaterial if he's here tonight to get another variance, he's got to have one so--

MR. TORLEY: The only thing if we move to that stage one thing we probably do is ask if you get to the end stage, we give you the variance, we'd probably ask you to surrender the earlier variance so it makes it more convenient.

MR. HOFVING: No problem, whatever I have to do.

MR. TORLEY: One of the things we're going to ask you at the public hearing this is a matter of economy and safety for your family to have the deck this way?

MR. HOFVING: Yes, it's for my kids, my wife's sister lives three houses down so she has two kids and another one on the way, so they're always at the pool, it's more of a safety thing than anything for my wife.

MR. KANE: Just ask you at the public hearing bring a couple pictures for the area you're going to build the deck.

MR. HOFVING: Around the pool area?

MR. KANE: Back of the house.

MR. TORLEY: Maybe stick some flags.

MR. HOFVING: No problem.

MR. TORLEY: Make sure of your measurements if you're asking for an 18 foot variance, it turned out that you needed 18 foot six inch variance, the bank might catch you and you have to start all over again.

MR. BABCOCK: He's got a survey so--

MR. HOFVING: We have everything.

MR. TORLEY: Just make sure. We go by what you tell

us.

MR. KANE: Accept a motion?

MR. TORLEY: Yes.

MR. KANE: Move we set up Kevin Hofving for a public hearing on his requested variances at 452 Philo Street.

MR. REIS: Second it.

ROLL CALL

MR. RIVERA	AYE
MR. MCDONALD	AYE
MR. REIS	AYE
MR. KANE	AYE
MR. TORLEY	AYE

**Town of New Windsor
555 Union Avenue
New Windsor, NY 12553
(845) 563-4611**

**RECEIPT
#629-2001**

07/02/2001

ZBA-01-32
**Hofving, Leslie
452 Philo Street
New Windsor, NY 12553**

**Received \$ 50.00 for Zoning Board Fees on 07/02/2001. Thank you for stopping by
the Town Clerk's office.**

As always, it is our pleasure to serve you.

**Deborah Green
Town Clerk**



Town of New Windsor

555 Union Avenue
New Windsor, New York 12553
Telephone: (914) 563-4631
Fax: (914) 563-4693

Assessors Office

June 29, 2001

73

Leslie Hofving
452 Philo St.
New Windsor, NY 12553

Re: 73-4-5

Dear Ms. Hofving,

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

The charge for this service is \$95.00, minus your deposit of \$25.00.

Please remit the balance of \$70.00 to the Town Clerk's Office.

Sincerely,

Leslie Cook
Sole Assessor

LC/bw

CC: Pat Corsetti, ZBA

(1)

4-1-31.2
Otto Scheible
532 Macnary Lane
New Windsor, NY 12553

73-2-3
Margaret & Thomas Organ
360 Nina Street
New Windsor, NY 12553

73-2-14
Cynthia & Melvyn Wright
340 Nina Street
New Windsor, NY 12553

4-1-39
Myra Jean & Joseph Geraci
50 Steele Rd
New Windsor, NY 12553

73-2-4
Carol Probst
358 Nina Street
New Windsor, NY 12553

73-2-15
William Kostenblatt
338 Nina Street
New Windsor, NY 12553

4-1-40.1
Lucia & Anton Cech
81 Steele Rd
New Windsor, NY 12553

73-2-5
Kathleen & Thomas Griffin
356 Nina Street
New Windsor, NY 12553

73-2-16
Brendan DeMilt
336 Nina Street
New Windsor, NY 12553

4-1-61.11
Julianna & David Recine &
Julia Bilello
79 Steele Rd
New Windsor, NY 12553

73-2-6
Frances & Carmine Lepora
354 Nina Street
New Windsor, NY 12553

73-2-17
Marilyn Mutinelli
334 Nina Street
New Windsor, NY 12553

4-1-61.22
Lois Musman & Richard Steele
C/o Lois Steele
P.O. Box 2181
Newburgh, NY 12550

73-2-7
Margaret & Robert Mullins
352 Nina Street
New Windsor, NY 12553

73-2-18
Vicki & Elliot Cohen
332 Nina Street
New Windsor, NY 12553

4-1-66.2
CVC Capital Management
Money Purchase Plan
P.O. Box 2307
Newburgh, NY 12550

73-2-8
Howard App
350 Nina Street
New Windsor, NY 12553

73-2-19
Geraldine & Francis Nicolosi
330 Nina Street
New Windsor, NY 12553

73-1-14
Mary Ann & Patrick McCarthy
425 Philo Street
New Windsor, NY 12553

73-2-9
Kathryn & John McCrossen
348 Nina Street
New Windsor, NY 12553

73-2-20
Joanne & Thomas Farrell
328 Nina Street
New Windsor, NY 12553

73-1-15
Trude & Michael Antonacci
609 Sim Street
New Windsor, NY 12553

73-2-10 ; 73-2-11
Rosaria & Isidoro Macchiarella
346 Nina Street
New Windsor, NY 12553

73-2-21
Stephanie & Allen Mittelman
326 Nina Street
New Windsor, NY 12553

73-2-1
Evelyn & Keith Aigner
364 Nina Street
New Windsor, NY 12553

73-2-12
Stacey Hauptman & Robert Lennon
344 Nina Street
New Windsor, NY 12553

73-3-1
Henry Cruz
357 Nina Street
New Windsor, NY 12553

73-2-2
Angelina & Jan Rostek
362 Nina Street
New Windsor, NY 12553

73-2-13
Jeanne Stiller
342 Nina Street
New Windsor, NY 12553

73-3-2
Phyllis & Myron Bernstein
746 Hewitt Lane
New Windsor, NY 12553

②

73-3-3
Sarah & Darryl Dreyer
353 Nina Street
New Windsor, NY 12553 X

73-3-13
Mary & John Guarracino
429 Philo Street
New Windsor, NY 12553 X

73-4-10
Samuel Martinez Jr.
335 Nina Street
New Windsor, NY 12553 X

73-3-4
Sandra & Michael Muller
351 Nina Street
New Windsor, NY 12553 X

73-3-14
Jeanne & Kenneth Martin
427 Philo Street
New Windsor, NY 12553 X

73-4-11
Hyon Lemons & Joseph Hafner
333 Nina Street
New Windsor, NY 12553 X

73-3-5
Marilene & Richard Baskind
349 Nina Street
New Windsor, NY 12553 X

73-4-1
Rosemary & Bob Hersh
444 Philo Street
New Windsor, NY 12553 X

73-4-12
Anneke-Jans Bogardus &
Richard Breakiron
331 Nina Street
New Windsor, NY 12553 X

73-3-6
Annette & Fred Kaiser
347 Nina Street
New Windsor, NY 12553 X

73-4-2
Kathleen & Thomas Finneran
446 Philo Street
New Windsor, NY 12553 X

73-4-13
Diane & Brian Picerno
329 Nina Street
New Windsor, NY 12553 X

73-3-7
Lisa Izzo & Patrick Murtagh
345 Nina Street
New Windsor, NY 12553 X

73-4-3
William Corcoran
448 Philo Street
New Windsor, NY 12553 X

73-4-14
Catherine & John Canale
327 Nina Street
New Windsor, NY 12553 X

73-3-8
Irene & Peter Malaszuk
343 Nina Street
New Windsor, NY 12553 X

73-4-4
Elke & Christopher Spencer
450 Philo Street
New Windsor, NY 12553 X

73-5-8
Steven Weissman
P.O. Box 4135
New Windsor, NY 12553 X

73-3-9
Patricia & Joseph Grimm
437 Philo Street
New Windsor, NY 12553 X

73-4-6
Thomas Trinajstic
454 Philo Street
New Windsor, NY 12553 X

73-7-24
Deborah & Frank Prego
442 Philo Street
New Windsor, NY 12553 X

73-3-10
Maureen & Alfred Cestari
435 Philo Street
New Windsor, NY 12553 X

73-4-7
Laura & Richard Graziano
456 Philo Street
New Windsor, NY 12553 X

73-7-25
Steven Dixon
325 Nina Street
New Windsor, NY 12553 X

73-3-11
Elizabeth & Joseph Como
433 Philo Street
New Windsor, NY 12553 X

73-4-8
Diana & Donald McKeon
339 Nina Street
New Windsor, NY 12553 X

75-7-1
Helene & James Lennon
375 Byron Lane
New Windsor, NY 12553 X

73-3-12
Bankers Trust Co. of CA NA as trustee for
Vendee Mtg. Trust
C/o Countrywide Home Loans
1800 Tapo Canyon Blvd
Simi Valley, CA 93063 X

73-4-9
Ursula Roberts
337 Nina Street
New Windsor, NY 12553 X

75-7-16
Inez Montilla
354 Shelly Rd
New Windsor, NY 12553 X

2

75-8-1
Andrea & Ronald Brophy Jr.
94 Keats Drive
New Windsor, NY 12553

75-10-7
Migdalia & David Ramos
85 Keats Drive
New Windsor, NY 12553

75-9-13
Colleen & John McManamon
84 Keats Drive
New Windsor, NY 12553

75-10-8
Sandra & Leo Talbot
83 Keats Drive
New Windsor, NY 12553

75-9-14
Jane & Michael Lauria
86 Keats Drive
New Windsor, NY 12553

75-10-9
Kathleen Healy & Michael Sulla
380 Frost Lane
New Windsor, NY 12553

75-9-15
Beverley & Anthony Marchesani
88 Keats Drive
New Windsor, NY 12553

75-10-1
Eva Maria & Gerald Wolfe
97 Keats Drive
New Windsor, NY 12553

75-10-2
Marion Knox & Warren Schaefer
95 Keats Drive
New Windsor, NY 12553

75-10-3
Victor Etal D'Esposito
93 Keats Drive
New Windsor, NY 12553

75-10-4
Rena & Ben Eng
91 Keats Drive
New Windsor, NY 12553

75-10-5
Debra Ann & David Patterson
89 Keats Drive
New Windsor, NY 12553

75-10-6
Margarita & Konstantinos Ioannidis
87 Keats Drive
New Windsor, NY 12553



Owner's Policy of Title Insurance

Fidelity National Title Insurance Company

of New York
A Stock Company

POLICY NUMBER 5312- 233779

OWNER'S POLICY OF TITLE INSURANCE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK, a New York corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

- 1. Title to the estate or interest described in Schedule A being vested other than as stated herein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK, has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

HAMBLETONIAN ABSTRACT, INC.
P.O. BOX 949
GOSHEN, NY 10924
(914-294-8313)

FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK

Countersigned [Signature]
Authorized Signature
(PLEASE PRINT NAME)
DAVID T. SCHOENEGER



By: [Signature] President
Attest: Charles H. Wimer Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.
- (g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its own choice (subject to the right of the insured to object for

reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph shall terminate any liability of the Company under this policy as to that claim.

OWNER TITLE INSURANCE POLICY

SCHEDULE A

Policy No. 5312-233779

Title No. 95-315

Date of Policy: January 16, 1996

Amount of Insurance:
\$ 123,000.00

1. Name of Insured:

KEVIN HOFVING and LESLIE HOFVING

2. The estate or interest in the land described herein and which is covered by this policy is:

Fee Simple

3. The estate or interest referred to herein is at date of policy vested in:

KEVIN HOFVING and LESLIE HOFVING

Who acquired title by deed from JOAN E. ROBERTS n/k/a JOAN E. MILMORE, dated January 11, 1996 recorded January 16, 1996 in Liber 4327 cp 264 in the ORANGE County Clerk's Office.

4. The land referred to in this policy is described as follows:

See Attached Legal Description

SCHEDULE A (Description)

Policy No. 5312-233779

Title No. 95-315

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange, State of New York being shown and designated as Lot #5, Block E as shown on a certain map entitled "Woodwind" (formerly MacNary) Town of New Windsor, Orange County, New York, dated February 1972, revised April 18, 1972 and filed in Orange County Clerk's Office on September 26, 1972 as Map #2869 and being more particularly bounded and described as follows:

BEGINNING at a point on the southeasterly side of Philo Street, said point being the northwesterly corner of Lot #6 of the aforesaid Filed Map #2869 and the northerly corner of the herein described premises and running; thence

South 58-55-00 East 100.00 feet to a point; thence

South 31-05-00 West 100.00 feet to a point; thence

North 58-55-00 West 100.00 feet to a point; thence

North 31-05-00 East 100.00 feet along the southeasterly side of Philo Street to the point and place of BEGINNING.

OWNER TITLE INSURANCE POLICY

SCHEDULE B

Policy No. 5312-233779

Title No. 95-315

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

1. Easement to Central Hudson Gas and Electric Corporation and New York Telephone Company in Liber 1769 cp 991.
2. Easement to Central Hudson Gas & Electric Corporation in Liber 1769 cp 992.
3. Easement to New York Telephone Company and Central Hudson Gas & Electric Corp. in Liber 1931 cp 664.
4. Easement to New York Telephone Co. and Central Hudson Gas & Electric Corp. in Liber 1937 cp 548.
5. Setback restrictions on Filed Map #2869.
6. House within bounds and no variations shown on survey by Peter R. Hustis dated 09 JUL 87.

Company Inspection dated 02 JAN 96 shows:

- (a) Above ground pool removed.
7. A partial tax exemption exists for the premises herein by reason of a Combat Vet Exemption. Policy will except all retroactive realty taxes, with interest and penalties thereon, due by reason of such tax exemption.
8. Mortgage made by KEVIN HOFVING and LESLIE HOFVING to STANDARD FEDERAL BANK in the amount of \$98,400.00 dated January 11, 1996, recorded January 16, 1996 in Liber 5627 mp 17 in the ORANGE County Clerk's Office.



Fidelity National Title Insurance Company
OF NEW YORK

STANDARD NEW YORK ENDORSEMENT
(OWNER'S POLICY)

Title No. 95-315

Attached to and forming a part of Policy No. 5312-233779
of **FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK**

1. The following is added to the insuring provisions on the face page of this policy:

"5. Any statutory lien for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."

2. The following is added to Paragraph 7 of the Conditions and Stipulations of this policy:

"(d) If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or incumbrances, except real estate taxes, assessments, water charges and sewer rents."

Nothing herein contained shall be construed as extending or changing the effective date of the policy unless otherwise expressly stated.

This endorsement is made a part of the policy and is subject to the Exclusions from Coverage, Schedules, Conditions and Stipulations therein, except as modified by the provisions hereof.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured Or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the estate or interest, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

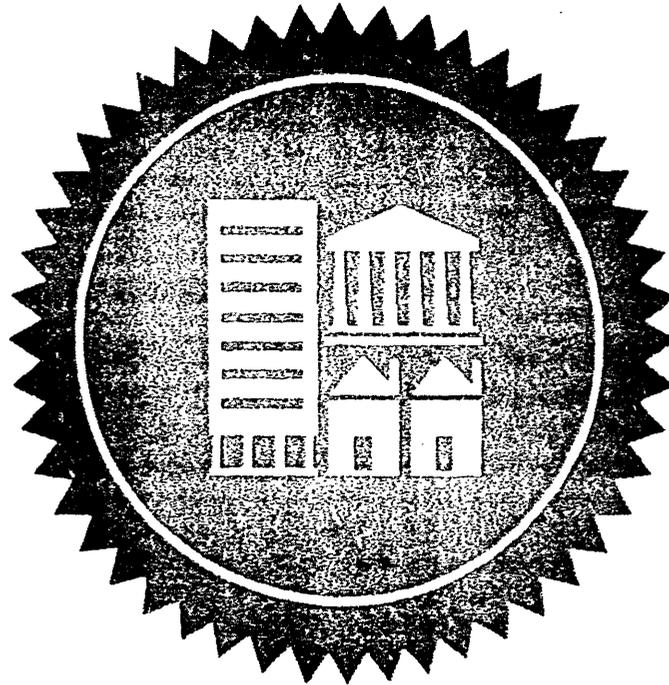
(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at: 2 Park Avenue, New York, NY 10016



**Fidelity National Title Insurance Company
of New York**

**2 Park Avenue
New York, NY 10016**

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE
THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE



95-315

TYPE NAME(S) OF PARTY(S) TO DOCUMENT: BLACK INK

JOAN E. ROBERTS n/k/a JOAN E. MILMORE
 and DENNIS ROBERTS

TO

KEVIN HOFVING & LESLIE HOFVING

SECTION 73 BLOCK 4 LOT 5

RECORD AND RETURN TO:

(Name and Address)

THERE IS NO FEE FOR THE RECORDING OF THIS PAGE

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH

RECORDED INSTRUMENT ONLY

MARK FISHER, ESQ.
 PO BOX 226
 MIDDLETOWN NY 10940

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED MORTGAGE _____ SATISFACTION _____ ASSIGNMENT _____ OTHER _____

PROPERTY LOCATION

- | | |
|--------------------------------|-------------------------------|
| ___ 2089 BLOOMING GROVE (TN) | ___ 4289 MONTGOMERY (TN) |
| ___ 2001 WASHINGTONVILLE (VLG) | ___ 4201 MAYBROOK (VLG) |
| ___ 2289 CHESTER (TN) | ___ 4203 MONTGOMERY (VLG) |
| ___ 2201 CHESTER (VLG) | ___ 4205 WALDEN (VLG) |
| ___ 2489 CORNWALL (TN) | ___ 4489 MOUNT HOPE (TN) |
| ___ 2401 CORNWALL (VLG) | ___ 4401 OTISVILLE (VLG) |
| ___ 2600 CRAWFORD (TN) | ___ 4600 NEWBURGH (TN) |
| ___ 2800 DEERPARK (TN) | ___ 4800 NEW WINDSOR (TN) |
| ___ 3089 GOSHEN (TN) | ___ 5089 TUXEDO (TN) |
| ___ 3001 GOSHEN (VLG) | ___ 5001 TUXEDO PARK (VLG) |
| ___ 3003 FLORIDA (VLG) | ___ 5200 WALLKILL (TN) |
| ___ 3005 CHESTER (VLG) | ___ 5489 WARWICK (TN) |
| ___ 3200 GREENVILLE (TN) | ___ 5401 FLORIDA (VLG) |
| ___ 3489 HAMPTONBURGH (TN) | ___ 5403 GREENWOOD LAKE (VLG) |
| ___ 3401 MAYBROOK (VLG) | ___ 5405 WARWICK (VLG) |
| ___ 3689 HIGHLANDS (TN) | ___ 5600 WAWAYANDA (TN) |
| ___ 3601 HIGHLAND FALLS (VLG) | ___ 5889 WOODBURY (TN) |
| ___ 3889 MINISINK (TN) | ___ 5801 HARRIMAN (VLG) |
| ___ 3801 UNIONVILLE (VLG) | |
| ___ 4089 MONROE (TN) | |
| ___ 4001 MONROE (VLG) | |
| ___ 4003 HARRIMAN (VLG) | |
| ___ 4005 KIRYAS JOEL (VLG) | |

CITIES

- | |
|----------------------|
| ___ 0900 MIDDLETOWN |
| ___ 1100 NEWBURGH |
| ___ 1300 PORT JERVIS |
| ___ 9999 HOLD |

NO. PAGES 3 CROSS REF _____
 CERT. COPY _____ AFFT. FILED _____

PAYMENT TYPE: CHECK
 CASH _____
 CHARGE _____
 NO FEE _____

CONSIDERATION \$ 123000 -
 TAX EXEMPT _____

MORTGAGE AMT \$ _____
 DATE _____

MORTGAGE TYPE:

- | |
|------------------------------|
| ___ (A) COMMERCIAL |
| ___ (B) 1 OR 2 FAMILY |
| ___ (C) UNDER \$10,000. |
| ___ (E) EXEMPT |
| ___ (F) 3 TO 6 UNITS |
| ___ (I) NAT.PERSON/CR.UNION |
| ___ (J) NAT.PER-CR.UN/1 OR 2 |
| ___ (K) CONDO |

Joan A Macchi

JOAN A. MACCHI
 Orange County Clerk

RECEIVED FROM:

Hambletonian

LIBER **4327** PAGE **264**

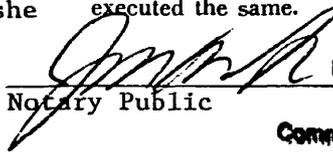
STATE OF NEW YORK, COUNTY OF ORANGE

ss:

On the 11th day of January 1996, before me personally came

JOAN E. MILMORE f/k/a JOAN E. ROBERTS

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.


JOSEPH M. SAFFIOTTI
Notary Public, State of New York
No. 4885013
Qualified in Orange County
~~Commission Expires~~

PATRICIA A. JOBSON
Notary Public, State of New York
No. 1104685966
Qualified in Orange County
~~Commission Expires 8-3-97~~

STATE OF NEW YORK, COUNTY OF

ss:

On the day of 19, before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

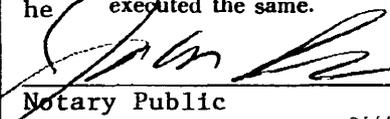
, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF ORANGE

ss:

On the 10th day of January 1996, before me personally came DENNIS ROBERTS

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.


Notary Public

STATE OF NEW YORK, COUNTY OF

ss:

On the day of 19, before me personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Bargain and Sale Deed
WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE No.

SECTION
BLOCK
LOT
COUNTY OR TOWN

TO

RETURN BY MAIL TO:

Zip No.

Reserve this space for use of Recording Office.

LIBER 4327 PAGE 266

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 11th day of January, nineteen hundred and ninety-six

BETWEEN JOAN E. ROBERTS n/k/a JOAN E. MILMORE, residing at
8 Canterbury Circle, Washingtonville, New York 10992
and DENNIS ROBERTS, residing at 452 Philo Street,
New Windsor, New York 12553

party of the first part, and KEVIN HOFVING and LESLIE HOFVING *husband and wife*
residing at 200 Hudson Street,
Cornwall, New York 12518

party of the second part,

WITNESSETH, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange, State of New York

AS PER DESCRIPTION ON SCHEDULE A ATTACHED

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof; 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, the heirs or successors and assigns of the party of the second part forever.

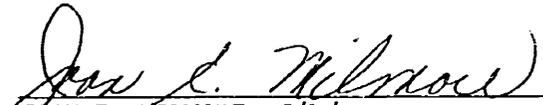
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

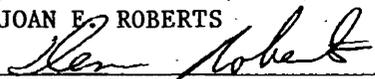
AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF:

LIBER 4327 PAGE 265



JOAN E. MILMORE, f/k/a
JOAN E. ROBERTS


DENNIS ROBERTS

SCHEDULE A (Description)

TITLE NO. 95-315

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange, State of New York being shown and designated as Lot #5, Block E as shown on a certain map entitled "Woodwind" (formerly MacNary) Town of New Windsor, Orange County, New York, dated February 1972, revised April 18, 1972 and filed in Orange County Clerk's Office on September 26, 1972 as Map #2869 and being more particularly bounded and described as follows:

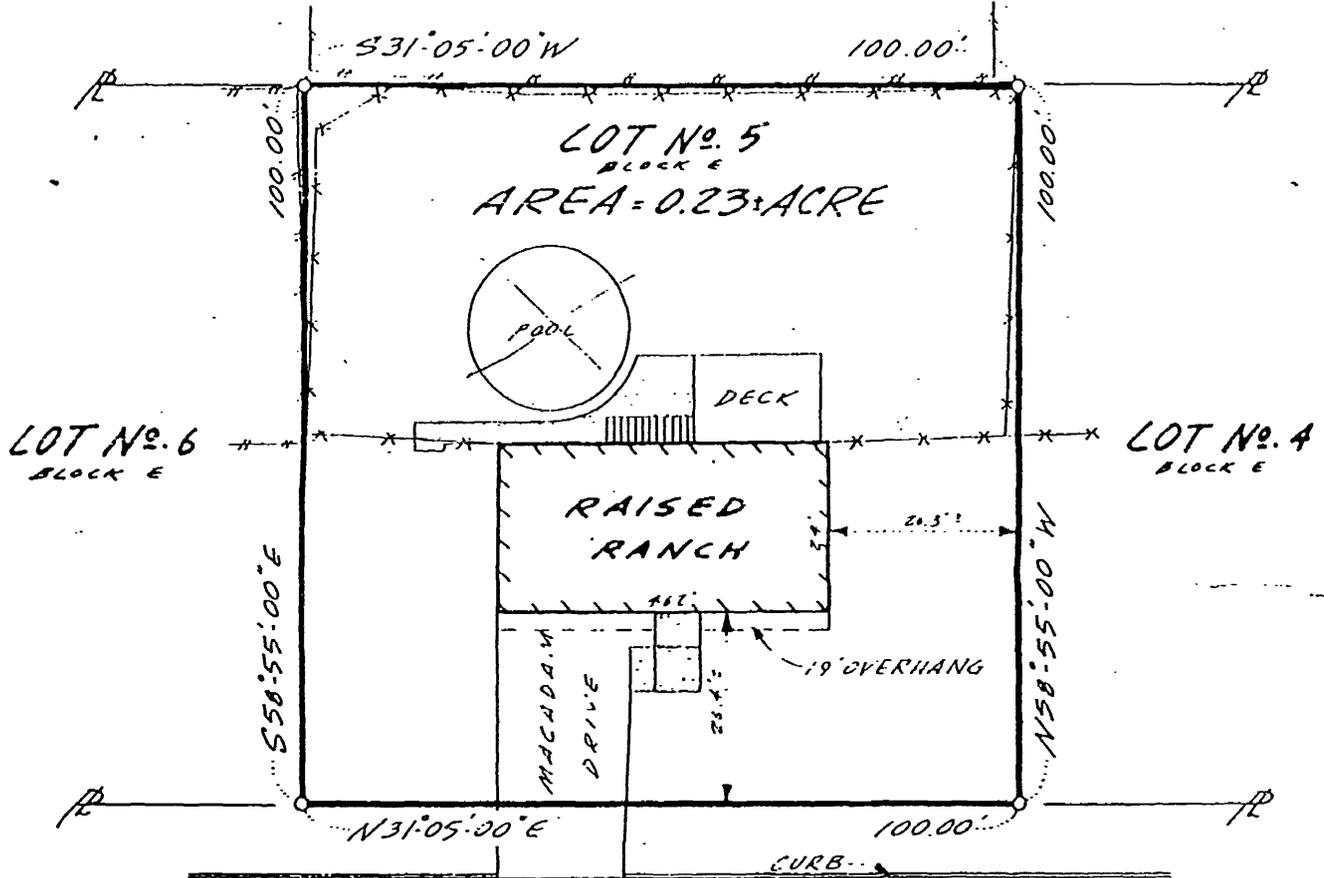
BEGINNING at a point on the southeasterly side of Philo Street, said point being the northwesterly corner of Lot #6 of the aforesaid Filed Map #2869 and the northerly corner of the herein described premises and running; thence

South 58-55-00 East 100.00 feet to a point; thence
South 31-05-00 West 100.00 feet to a point; thence
North 58-55-00 West 100.00 feet to a point; thence
North 31-05-00 East 100.00 feet along the southeasterly side of Philo Street to the point and place of BEGINNING.



NORTH

LOT No. 10
BLOCK E



PHILO STREET

LEGEND:

— x — x — CHAIN LINK FENCE

— # — # — STOCKADE FENCE

CONCRETE

MAP OF SURVEY

OF LOT NO. 5-BLOCK E, ON A MAP ENTITLED
"WOODWIND"*

TOWN OF NEW WINDSOR

ORANGE COUNTY, N. Y.

SCALE: 1" = 20'

JULY 9, 1987

IT IS HEREBY CERTIFIED THAT THIS SURVEY WAS PREPARED IN ACCORDANCE
WITH THE EXISTING CODE OF PRACTICE FOR LAND SURVEYS ADOPTED BY THE
NEW YORK STATE ASSOCIATION OF PROFESSIONAL LAND SURVEYORS, INC.

* CERTIFIED TO:

FILED MAP NO. 2869

MIDLANTIC HOME MORTGAGE CORP.

FILED SEPTEMBER 26, 1972

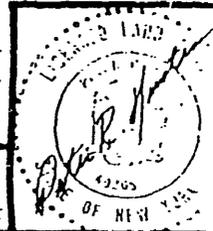
AMERICAN TITLE INSURANCE COMPANY

JOB NO. 78:129 B

DENNIS JOHN ROBERTS & JOAN E. ROBERTS

PETER R. HUSTIS, L.L.S.

33 HENRY STREET, BEACON, NEW YORK • P.O. BOX 3311, NEWBURGH, NEW YORK



Pls. publish immediately. Send bill to Applicant @ below address.
4

**PUBLIC NOTICE OF HEARING
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. 32

Request of Kevin Hafving

for a VARIANCE of the Zoning Local Law to Permit:

Construction of attached pool deck & replacement of
house deck, both w/ insufficient rear yard;

being a VARIANCE of Section 48-12-Table of Bulk Regs., Col. G.

for property situated as follows:

452 Philo Street, New Windsor, N.Y.

known and designated as tax map Section 73, Blk. 4 Lot 5

PUBLIC HEARING will take place on the 13th day of August, 2001 at the New Windsor Town Hall, 555 Union Avenue, New Windsor, New York beginning at 7:30 o'clock P.M.

Lawrence Torley
Chairman

By: Patricia A. Corsetti, Secy.

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

01-32

Date: 6/30/01

I ✓ Applicant Information:

- (a) Leslie & Kevin Hofving 452 Philo St. New Windsor 562-8984
(Name, address and phone of Applicant) (Owner)
- (b) _____
(Name, address and phone of purchaser or lessee)
- (c) _____
(Name, address and phone of attorney)
- (d) The Cedar Shop PO Box 797 Harriman, NY 10926 782-6533
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- Use Variance
- Sign Variance
- Area Variance
- Interpretation

III. ✓ Property Information:

- (a) R-4 452 Philo St. New Windsor 73-4-5 .23 acre
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? None.
- (c) Is a pending sale or lease subject to ZBA approval of this application? no
- (d) When was property purchased by present owner? 1/96
- (e) Has property been subdivided previously? no
- (f) Has property been subject of variance previously? prior owners
If so, when? 11/27/95 co # 95-439
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? no
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: no

IV. Use Variance. N/A

- (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.

(c) Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application.

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes ___ No X.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

✓

Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of Bulk Regs., Col. G.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yd. _____	_____	_____
Reqd. Side Yd. _____	_____	_____
Reqd. Rear Yd. _____	house deck 35	5
Reqd. Street Frontage* _____	pool deck 22	18
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____
Parking Area _____	_____	_____

* Residential Districts only

** No-residential districts only

✓

(b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)

whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created.

Describe why you believe the ZBA should grant your application for an area variance:

we would like to replace and slightly enlarge an existing house deck that is starting to deteriorate. At the same time we would like to have a pool deck built for safety reasons.

(You may attach additional paperwork if more space is needed)

VI. Sign Variance: N/A

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

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign	_____	_____	_____
Sign 3	_____	_____	_____
Sign	_____	_____	_____
	_____	_____	_____

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size 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. Interpretation: N/A

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

(b) Describe in detail the proposal before the Board:

✓ 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

