



Office of the
Richmond County Clerk
130 Stuyvesant Place
Staten Island, NY 10301



ACS-000000000111071-000000000146045-007

Hon. Stephen J. Fiala, County Clerk

Recording and Endorsement Cover Page

Document Id: 000000000146045 Document Date: 11/28/2006 Preparation Date: 12/07/2006
Document Type: DECLARATION
Document Page Count: 00007

PRESENTER:

GAINES & FISHLER, LLP
2555 RICHMOND AVENUE

STATEN ISLAND NY, 10314

RETURN TO:

GAINES & FISHLER, LLP
2555 RICHMOND AVENUE

STATEN ISLAND NY, 10314

PROPERTY DATA # OF BLOCKS 2 # OF LOTS 9

Block Lot Unit Address
7780 1 Entire Lot BEDELL AVENUE

Property Type: Vacant Land
"And Addl Blocks and/or Lots"

PARTIES

GRANTOR
BEDELL, LLC
2555 RICHMOND AVENUE

STATEN ISLAND NY, 10314

GRANTEE
BEDELL, LLC
2555 RICHMOND AVENUE

STATEN ISLAND NY, 10314

PAYMENT DETAIL

Make Checks Payable to:

Richmond County Clerk: 70.00 Recording Fees

Total Payments For This Document: 70.00

EXAM LI DATE 12/17/06



DEPT.BLDGS 510022967 Job Number

SC070807022 Scan Code

LAND DOC# 166012
27-DECL,CONT,WAIVER

RECORDED IN RICHMOND COUNTY

DEC 07 2006

12/07/2006 11:09:28 A.M.
RECEIPT: 79508 FEE: \$70.00
RICHMOND COUNTY CLERK

Stephen J. Fiala
COUNTY CLERK

DECLARATION OF HOMEOWNERS ASSOCIATION

STATE OF NEW YORK

SS:

COUNTY OF RICHMOND

John DiLorenzo, being duly sworn deposes and states that he is a member of Bedell, LLC, a limited liability company, with offices located at c/o Gaines & Fishler, LLP, 2555 Richmond Avenue, Staten Island, New York 10314, and is the owner of real property to be subject to a proposed Home Owners Association to maintain common elements/facilities located between Page Avenue, Bedell Avenue and Clermont Street, Staten Island, New York Block: 7780, Lot(s) 1 Tentative lot number 1 and Block: 7775, Lot(s): 1,9,21,29,185,188,191 & 194, Tentative lot numbers 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23, 24, 27, 28, 29, 30, 123, 124, 127, 128, 130, 182, 184, 186, 190, 192, 193, 195, 196, 197, 198, 199, 200, within the Borough of Staten Island, for which building permit applications will/or have been filed with the office of the Department of Buildings.

The Declarant states that this development will be a Homeowner's Association formed in compliance with the rules and regulations of the Office of the Attorney General of the State of New York and will include the following Homeowner's Association Declaration of Covenants (Prospectus):

NOW THEREFORE, the Declarant hereby declares that the property and structures described above shall be held, sold, and conveyed subject to the following restrictions and covenants and which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of the owner hereof.

- a. Provisions for automatic membership in the "Association" of all owners of dwelling units in the development immediately upon taking of title to the dwelling unit. The declaration shall provide for an automatic mandatory annual charge and assessment as to any and each such owner in the development and shall provide the method for the determination, payment, assessment and collection of same for the maintenance and operation of the sanitary drains, storm drains and/or drywells (hereinafter collectively referred to as the "internal drains") and common roadways area (hereinafter referred to as the "Roadways") used for ingress and egress within the site by the Association of common areas (as described in the declaration).

- b. Further provide that such charge or assessment shall be a charge upon the land against which the same are made and shall be a continuing lien upon the property so charged or assessed, and in such addition that such charge or assessment shall be the personal obligation of the record owner of such lot against which the same is made.
- c. The "internal drains" and "Roadways" wholly within the boundary limits of the projects site area, and its point of exit from the proposed "Development" shall not be altered.
- d. The "internal drains" shall be maintained and kept in properly working order at all times throughout the life of the proposed housing development project. They shall be responsible for the abatement of any nuisance due to the use of the "internal drains" that would have adverse effect on the health, safety and welfare of the City and State of New York.
- e. The "internal drains" for the conveyance of the sanitary and/or storm flow are to be designed as to size, shape, slope and velocity to have sufficient capacity to take the estimated peak-sanitary and/or storm flow from the proposed site area.

NOW THEREFORE, in consideration of the foregoing Declarant desires to establish and create a perpetual easement for the purpose of providing for the installation, maintenance, cleaning and repair of the "internal drains" and "Roadways" servicing each dwelling unit erected or to be erected on the Premises (hereinafter referred to singularly as a "dwelling unit and collectively as "dwelling units").

Declarant hereby establishes and grants in perpetuity, an easement, for the purpose of installing, maintaining, cleaning, repairing and replacing, if necessary, the sanitary sewers, storm sewers and/or drywells (the "internal drains") and "Roadways" to service the dwelling units within the development.

Each Owner of a dwelling unit shall have the right in common with the other owners of dwelling units serviced thereby to use the "internal drains" and the "Roadways" within the easements.

Each dwelling unit shall be subject to the easement and the right of the Association and of other owners of dwelling units serviced thereby to maintain, clean, repair and use the "internal drains" and the "Roadways" within the established and/or to be established easements.

If the Association shall, after reasonable notice, fail to maintain, clean, repair or replace, if necessary the sanitary and/or storm sewer located within a dwelling unit, an owner or owners of other dwelling units adversely affected by such failure, shall have the right to access such unit for the purpose of making such repairs or replacement and the reasonable cost thereof shall be borne by the Association.

This Declaration may be amended or canceled only with the consent of all of the owners of dwelling units serviced by the sanitary or storm sewers and "Roadways"; provided, however, that for only so long as Declarant is the fee owner of any portion of the Premises, Declarant may amend or cancel the Declaration without the consent of any owner of a dwelling unit by executing and recording against the Premises an Amended Declaration in the Richmond County Clerk's Office.

The Declarant shall utilize the "internal drains" in such a manner that it will not in any way have an adverse effect on the City of New York's completed or pending sanitary sewer and storm water drainage plans for the tributary drainage plans or the tributary drainage area or the separate sewer outlets.

Failure to comply with the terms of this Declaration may result in the revocations of a building permit or certificate of occupancy.

That this Declaration and covenant shall run with the land and shall be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors, and assigns.

IN WITNESS WHEREOF, this Declaration has been duly executed the day and year written.

BY:

BEDELL, LLC


JOHN DILORENZO, MEMBER

STATE OF NEW YORK
COUNTY OF RICHMOND

On the 28th day of November in the year 2006 before me, the undersigned, Notary Public, personally appeared, John DiLorenzo known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.



Notary Public

ROBERT M. FISHLER
Notary Public, State of New York
No. 43-15019692
Qualified in Richmond County
Commission Expires Oct. 25, 2012



SCHEDULE A

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Staten Island, County of Richmond, City and State of New York, bounded and described as follows:

BEGINNING at a point on the Easterly side of Bedell Avenue distant 518.15 feet Southerly from the corner formed by the intersection of said Easterly side of Bedell Avenue and the Southerly side of Hylan Boulevard;

RUNNING THENCE North 77 degrees, 40 minutes, 05 seconds East 329.55 feet U.S. Standard (330.22 feet Tax Map) to a point;

RUNNING THENCE South 14 degrees, 04 minutes, 54 seconds East 239.48 feet to a point;

RUNNING THENCE North 75 degrees, 04 minutes, 05 seconds East along the Southerly side of Clermont Avenue 521.74 feet to a point on the intersection of the Westerly side of Page Avenue and said Southerly side of Clermont Avenue;

RUNNING THENCE along said Westerly side of Page Avenue, South 14 degrees, 08 minutes, 02 seconds East 144.02 feet to a point;

RUNNING THENCE North 75 degrees, 04 minutes, 05 seconds East 7.11 feet to a point;

RUNNING THENCE along said Westerly side of Page Avenue South 14 degrees, 39 minutes, 00 seconds East 309.35 feet to a point;

RUNNING THENCE South 75 degrees, 10 minutes, 05 seconds West 227.46 feet to a point;

RUNNING THENCE South 14 degrees, 11 minutes, 17 seconds East 90.00 feet to a point;

RUNNING THENCE North 75 degrees, 10 minutes, 05 seconds East 227.46 feet to a point on said Westerly side of Page Avenue;

RUNNING THENCE along said Westerly side of Page Avenue South 14 degrees, 11 minutes, 17 seconds East 25.00 feet to a point;

RUNNING THENCE South 75 degrees, 10 minutes, 05 seconds West 227.71 feet to a point;

RUNNING THENCE South 14 degrees, 11 minutes, 17 seconds East 17.83 feet to a point;

RUNNING THENCE South 75 degrees, 07 minutes, 55 seconds West 300.80 feet to a point;

RUNNING THENCE North 14 degrees, 17 minutes, 50 seconds West 286.36 feet to a point;

RUNNING THENCE South 77 degrees, 39 minutes, 04 seconds West 332.56 feet to a point on said Easterly side of Bedell Avenue;

RUNNING THENCE along said Easterly side of Bedell Avenue North 14 degrees, 02 minutes, 54 seconds West 538.56 feet to the point or place of **BEGINNING.**