

CITY PLANNING COMMISSION
July 14, 1976/Calendar #10

CP-23242

SPECIAL PERMITS and SPECIAL PERMIT AUTHORIZATIONS pursuant to Article VII, Chapter 8 of the Zoning Resolution, involving a large-scale residential development on property bounded by Riverside Drive, 154th Place, Powells Cove Boulevard, a line 5 feet (1.52M) west of the westerly line of 154th Place and its northerly prolongation, the United States Pierhead Line of East River, and 158th Street and its northerly prolongation, Borough of Queens.

The application for the special permits and authorizations was filed by Ciampa Braddock, Inc., the owner of the property. The proposed development would include 90 two-family houses in 13 clusters of 4 to 10 houses each. As the development consists of more than three principal buildings on a site in excess of 1.5 acres, it can be considered as a large-scale residential development in accordance with Section 78-02 of the Zoning Resolution.

In a separate report (CP-23241) approved by the Commission on July 14, 1976 (Calendar No.10), the site is rezoned from M1-1 and R2 Districts to an R4 District, to provide the basis for the granting of this application (CP-23242).

This application seeks special permits and authorizations, pursuant to the following Sections of the Zoning Resolution:

1. Section 78-311(a). To authorize the total floor area, dwelling units, and rooms for all zoning lots within the development to be distributed without regard for zoning lot lines;
2. Section 78-311(b). To authorize the total open space required for all zoning lots within the development to be distributed without regard for zoning lot lines, and to authorize reductions in the minimum required open space on individual zoning lots only where adequate provision is made for common open space to serve such lots;
3. Section 78-311(d). To authorize the location of buildings without regard for yard regulations which would otherwise apply along portions of streets or lot lines wholly within the development;

4. Section 78-311(e). To authorize the location of buildings without regard for the height and setback regulations which would apply along portions of streets wholly within the development;
5. Section 78-312(c). Special permit to authorize minor variations in required front yards on the periphery of the development;
6. Section 78-312(f). Special permit to authorize the modification of the spacing between buildings regulations by more than 15 per cent of that required by Section 23-71;
7. Section 78-51. To authorize the subdivision of the development before, during, or after development into two or more zoning lots; and
8. Section 78-52. To authorize the common open spaces and area to be held in separate ownership for the use and benefit of all residents of the development.

Public Hearing

On May 26, 1976 (Cal. #21), the City Planning Commission scheduled a PUBLIC HEARING on this application. The hearing was duly held on June 16, 1976 (Cal. #21), in conjunction with the related hearing on the amendment of the Zoning Map (CP-23242).

Appearances in opposition were made by representatives of Community Planning Board #7, the Beechhurst Homeowners Association, the Whitestone Taxpayers Association, the Robinwood Property owners Association, the Bay Terrace Community Council, and several local legislators or their designated representatives. A statement in opposition was delivered and read into the minutes by the North Shore Council of Homeowners. The developer and his architect appeared in favor of the application and the hearing was closed.

The opposition focused on the following issues:

- It is improper to consider a change of zone when the necessary environmental permits have not yet been obtained.
- Any fill operation would damage the area.
- The plan, as presented, leaves open the possibility of converting the two family unit into a three family house which would aggravate the parking situation, harm the community and overload the existing services.

- The R4 zone would set a precedent for the future rezoning of the larger industrial sites to the West of the site.
- The Beechhurst community consists of detached single family homes and to build anything else would change the character of the neighborhood.
- The local street system was not adequate to handle the cars that would be generated.
- The local shopping center(154th Street was already overcrowded and would now become unbearable.
- Police and Fire protection having experienced cutbacks and being required to service other areas would not be able to provide adequate coverage to the community.
- Faulty fill applications with the Department of Environmental Conservation had prejudiced his case.
- One speaker favored developing the M1-1 portion with a manufacturing use, but the predominant sentiment was to rezone the M1-1 portion to R2 and let the developer build detached single family homes on his site.
- Community Planning Board #7 requested public access to the waterfront be provided.

The developer and his architect claimed that their waterfront improvement costs -- seawall, etc. --prohibited them from building at an R2 density. The developer outlined the long review process this development had undergone with the City Planning Commission and the benefits that the City would gain in the form of jobs and taxes. He also mentioned other successful projects he had built and still manages in Northern Queens.

CONSIDERATION

The Commission has reviewed the testimony presented at the public hearing and investigated the issues raised in great detail. Our findings are described below.

Environmental Impact

This project has been submitted to and reviewed by the Environmental Protection Administration, Office of Environmental Impact, under Mayoral Executive Order 87. The Environmental Protection Administration has no objection to the Commission's approval of the project, subject to the required approval of the State Department of Environmental Conservation. This approval is required since a portion of the site is located in a wetlands area. Construction in the affected wetlands area cannot proceed until this approval is obtained from the State.

Storm and sanitary discharges from the proposed development have been reviewed by the Department of Water Resources, which has approved the proposed method of discharge. Water supply for the development had been previously cleared by the Department of Water Resources. A 12-inch water main had been installed on 154th Street from Cross Island Parkway to Powells Cove Boulevard as part of a combined project of the Departments of Highways and Water Resources.

Conversion of Third Unit

The developer was requested to address this issue through design techniques, and by restricting his sales presentation and condominium offering to "two-family homes" only. This was agreed to, and improved house plans which integrate the lower level with either the middle or upper units are now included, and the restrictive declaration contains the appropriate "two-family home" language.

Traffic and Parking

The Department of Traffic has reviewed the proposal and has no capacity problem with the overall street network. Riverside Drive will be improved to its full mapped width on the applicant's property. Parking in excess of the minimum zoning requirements will be provided within the boundaries of the site.

Schools

School District #25 has over 6,000 seats available, and both P.S. 193 and J.H.S. 194 have space for extra students.

Police and Fire Protection

Adding any additional housing units will require spreading of the present coverage by these services. However, the community will continue to be provided with an adequate level of service even with the addition of these 90 two-family houses.

CONCLUSION

On the basis of our review and analysis we conclude that the present proposal should be approved. We have attempted to meet the legitimate community concerns and have been able to achieve these important objectives:

- The housing type is compatible with the surrounding community with building heights reduced to less than 30 feet. The Commission has written into its Restrictive Declaration provisions to restrict any possible conversion of the two family homes to three-family houses.
- Common open space has been provided.
- Public access through a pedestrian easement to the shoreline will be provided.
- The shoreline will be developed and landscaped for the enjoyment of the public.
- Sewer improvements will be provided at the applicant's expense.
- Riverside Drive will be widened at the applicant's expense.

The Commission makes the following findings, pursuant to Section 78-313 of the Zoning Resolution:

- a. The authorizations and special permits granted pursuant to Sections 78-311 and 78-312 will aid in achieving the general purposes and intent of Article VII, Chapter 8, as set forth in Section 78-01;
- b. The authorized distribution of floor area, dwelling units, rooms, open spaces, and location of buildings, will permit better site planning and will thus benefit both the residents of the development and the City as a whole;

- c. The above distribution or location will not unduly increase the bulk of buildings, density of population, or intensity of use in any block, to the detriment of the occupants of buildings in the block or nearby blocks;
- d. The above distribution or location will not affect adversely any other zoning lots outside the development, by restricting access to light and air or by creating traffic congestion;
- e. The common areas will, by location, size, shape and other physical characteristics, and by their relationship to surrounding development and the circulation system, permit realization of the full community service advantages for which such pooled areas are designed.

Consequently, the Commission approves the application, subject to the conditions enumerated in the following resolution:

RESOLVED, by the City Planning Commission, that the application of Ciampa Braddock, Inc., for the grant of special permits and authorizations involving a large-scale residential development on property bounded by Riverside Drive, 154th Place, Powell's Cove Boulevard, a line 5. feet (1.52M.) west of the westerly line of 154th Place and its northerly prolongation, Borough of Queens, be and hereby is approved pursuant to Sections 78-311(a), 78-311(b), 78-311(d), 78-311(e), 78-312(c), 78-312(f), 78-51, and 78-52 of the Zoning Resolution, subject to the following conditions:

- 1. The premises shall be developed as indicated on plans filed with the application;
- 2. The development shall conform to all applicable provisions of the Zoning Resolution, except for the modifications herein granted as shown on the plans filed with the application. All zoning computations are subject to verification and approval by the Department of Buildings;
- 3. The development shall conform with all applicable laws and regulations relating to construction, operation and maintenance;

4. This Resolution shall be effective only if the restrictive declaration attached hereto, executed by the Developer and the present owner of the property subject to this Resolution, shall have been recorded and filed with the County Clerk of the County of Queens; and
5. Upon the failure of any party having any right, title or interest in the property or the failure of any heir, successor, or assign of such party to observe any of the covenants, restrictions, agreements, terms, or conditions of this Resolution or of the attached restrictive declaration whose provisions shall constitute conditions of the special permits and authorizations hereby granted, the City Planning Commission may, without the consent of any other party, revoke any or all of said special permits and such power of revocation shall be in addition to and not in limitation of any other powers of the City Planning Commission, of any other agency of government, or of any private person or body.

The above resolution, duly adopted by the City Planning Commission on July 14, 1976 (Cal. #10) is herewith filed with the Secretary of the Board of Estimate, together with a copy of the application and plans of the proposed combined commercial and residential development and the attached restrictive declaration referred to above, pursuant to Section 74-10 of the Zoning Resolution.

VICTOR MARRERO, Chairman;
MARTIN GALLENT, Vice-Chairman;
GORDON J. DAVIS, SYLVIA DEUTSCH, CHESTER RAPKIN, Commissioners.

Concurring statement by MARTIN GALLENT, Vice-Chairman, attached.

ALEXANDER COOPER, HOWARD B. HORNSTEIN, Commissioners, voting "NO".
Dissenting statement by ALEXANDER COOPER, Commissioner, attached.

D E C L A R A T I O N

THIS DECLARATION is made by Ciampa Braddock, Inc., a New York corporation having offices at 139-81 35th Avenue, Flushing, New York, and C-Gull, Inc., a New York Corporation having offices at 1650 Northern Boulevard, Manhasset, New York (hereinafter collectively called the "Declarant").

W I T N E S S E T H

WHEREAS, the Declarant C-Gull, Inc. is the owner and the Declarant Ciampa Braddock, Inc., the contract vendee of certain real property located in the Borough of Queens, City and State of New York, Block 4542 Lot 13, 46, and 49 , which real property is described in Exhibit A-1 attached hereto, and

WHEREAS, the Declarant Ciampa Braddock, Inc. is the owner of certain real property located in the Borough of Queens, City and State of New York, Block 4542, Lot 1, which real property is described in Exhibit A-2 attached hereto, and

WHEREAS, the property described in Exhibits A-1 and A-2 is hereafter called the "Subject Property" and

WHEREAS, Declarant, desiring to develop the Subject Property as a residential community having open space and facilities for the residents of the community to own, maintain, and enjoy in common, has submitted an application, designated CP-23242, to the City Planning Commission requesting certain authorizations for a large-scale residential development under Article VII, chapter 8 of the New York City Zoning Resolution; and

WHEREAS, Declarant desires to restrict the manner in which the Subject Property may be developed, maintained, and operated intending these restrictions to benefit all the city-owned land lying within 1/2 mile of the Subject Property; and

WHEREAS, Declarant represents and warrants that no restriction of record on the use of the Subject Property nor any present or presently existing future estate or interest in the Subject Property nor any lien, obligation, covenant, limitation or encumbrance of any kind precludes, presently or potentially, the imposition of the restrictions, covenants, obligations, easements, and agreements of this declaration or the development of Subject Property in accordance therewith.

NOW THEREFORE, Declarant does hereby declare that the Subject Property shall be held, sold, conveyed and occupied subject to the following restrictions, covenants, obligations, easements and agreements which are for the purpose of protecting the value and desirability of the Subject Property and which shall run with such real property, binding every party having any right, title or interest in the Subject Property or any part thereof and binding all heirs, successors and assigns.

ARTICLE I

Development of the Subject Property

1. Development

The Declarant hereby covenants and agrees that any development of the Subject Property will be in accordance with the plans attached hereto as Exhibit B.

2. Minor Modifications

Minor modifications of the number of dwelling units, dwelling unit types, landscaping and siting of buildings may be made with the express written approval of the City Planning Commission provided that such minor modifications do not increase the Floor Area Ratio as shown on Exhibit B. Approvals of such minor modifications shall not be deemed amendments of this Declaration pursuant to ARTICLE XII hereof.

3. Advertising

The Declarant hereby covenants that it will not advertise, solicit, or represent in any way that the residential units to be developed on the Subject Property are three-family units or are convertible to three-family units. Model units used for sales purposes shall have the lower level arranged as a unfinished or finished basement without kitchens, kitchen appliances or bedroom furniture.

ARTICLE II

Development of the Common Open Spaces

1. The Plan

The plan for developing the common open spaces, including the landscaping of the common open spaces is shown on Exhibit B. For the purpose of this Declaration, common open spaces include all recreational open space and the facilities contained therein, and the private street system.

2. Street Trees

Street trees shall be planted along the periphery of the Subject Property and along the private street as shown on Exhibit B, and such trees shall not be less than 3 inches in caliper, measured one foot above the ground, at the time of planting.

3. Completion Date

The Declarant covenants to complete the common open spaces including all landscaping thereof, within 24 months of the date when the first certificate of occupancy is issued for any dwelling unit in the Subject Property or within 18 months of the date when the title to the first dwelling unit in the Subject Property has been conveyed, whichever is sooner.

4. Guarantee

In order to guarantee that the common open spaces, excluding the private street system, will be improved within the time prescribed herein as shown on Exhibit B, the Declarant, prior to and as a condition for the obtaining of a building permit from the New York

City Department of Buildings for any portion of the Subject Property shall provide a bond marked "paid" and/or City securities in the amount of \$132,000.00 to be deposited with the City Planning Commission. The completion of the common spaces will be determined and certified by the City Planning Commission. Upon such determination and certification, the bond or City securities shall be returned.

ARTICLE III

Rights in the Common Open Space

1. Rights of the Association and/or Condominium

The association and/or Condominium, upon being formed pursuant to Article IV of this Declaration, shall have, the exclusive right to control, operate, and manage the common open spaces.

The rights in the common open spaces conferred on the association and/or condominium by this section shall terminate when the Subject Property is no longer used as a large-scale residential development pursuant to the approvals granted by the City Planning Commission in resolution CP-23242 as approved by the Board of Estimate.

2. Easements of Enjoyment

Every person residing in the Subject Property, his guest and invitees as may be permitted in the by-laws of the association or condominium, and no other person, except as provided in paragraph 7 of this Article, shall have an equal right to use the common open spaces including all its facilities and improvements. The association or condominium shall operate, manage, and control the common open spaces as an undivided whole, providing equal access to all its areas, facilities, and improvements to every resident, without regard to the location in the Subject Property of such residents' dwelling. Except for the common charges, and/or homeowners association charges, no charge of any kind may be exacted from any member for the exercise of the rights described above.

3. Limitations on Easements of Enjoyment

The association and/or condominium through the Board of Directors

or Board of Managers, shall have the power to establish reasonable and equitable rules and regulations governing the use and enjoyment of the common open spaces and to enforce them by appropriate means, including suspending anyone's rights to use and enjoy the common spaces for violating such rules and regulations. No such suspension shall affect any member's obligation to pay common charges, and/or homeowners association charges.

4. Use of Common Spaces During Period of Construction

Although the association and/or condominium shall have been invested with the rights and powers pertaining to the common open spaces required under Section 1 of this Article, the Declarants shall have the right to enter upon, cross over, operate on or from, and do whatever else may be necessary with regard to the common open spaces for the purpose of completing construction of the buildings in the development and completing the common open spaces. Should this right be exercised after the common open spaces has been completed, the Declarants covenant to repair and restore it upon completing the work that necessitated the entry.

5. Easements for Municipal or Utility Uses

No provision of this Declaration shall be construed to debar the Declarant or the Board of Directors or Board of Managers from granting to the City of New York, or its agents, or to any other person, company or corporation, easements in or licenses to use the common open spaces for the performing, maintaining, or providing any activity, function or service that the City or such person, company or corporation customarily performs, maintains, or provides, including, but not limited to, water supply, storm water and sanitary sewerage, gas electricity, and telephone or cable television service.

6. Title to the Common Spaces

In the event that Declarant develops less than all of the Subject Property as a condominium pursuant to Article 9B of the Real

Property Law, the Declarant covenants to convey title to the common space to the association formed pursuant to Article IV of this Declaration prior to conveying title to any dwelling unit within the Subject Property. The common open space shall be described, when conveyed, by metes and bounds and shall conform in size, location and configuration to the common open space shown on Exhibit B.

7. The Declarant covenants to grant a public easement for pedestrian use only, in the area shown on Exhibit B. Such easement shall vest coincident herewith but shall further be subject to improvement requirements in accordance with Exhibit B and Article II hereof. Such easement areas shall be open to both residents and non-residents alike, subject to reasonable rules and regulations promulgated by the association and/or condominium, on a non-discriminatory basis, except that the Association or Condominium may choose to close the easement area to non-residents of the Subject Property from dusk to 9 a.m.

ARTICLE IV

The Association

1. Formation

In the event that the Declarant develops less than all of the Subject Property as a condominium pursuant to Article 9B of the Real Property Law, the declarant covenants to incorporate under the New York State Not-For-Profit Corporation Law an association (the "Association") having the purpose of exercising the duties, obligations, and functions set forth in this Declaration. The Certificate of Incorporation and By-Laws of the Association shall contain such provisions as may be required by this Declaration or Article 9B of the New York Real Property Law as may be necessary and proper for the Association to carry out its duties, obligations

and functions. Any Declaration of Condominium filed against the Subject Property pursuant to Article 9B of the New York Real Property Law shall contain a provision limiting the use of each multiunit building (as defined by Real Property Law section 339-e) to no more than two dwelling units (as defined by the Zoning Resolution section 12-10).

2. Membership and Voting

The Certificate of Incorporation and/or By-Laws of the Association shall provide that every dwelling unit for which a Certificate of Occupancy has been issued, and every proposed dwelling unit owned by the Declarant for which a Building Permit has been issued, shall be represented in the Association by a member. A member shall be the person, or any one of a group of persons (as they shall decide among themselves) or the legal entity that is the record owner of a dwelling unit or a lot on which a dwelling unit is proposed.

No one recorded as owner merely to secure the performance of an obligation shall be a member. Membership in the Association shall be appurtenant to the ownership of a dwelling unit of such lot as described above, and may not be separated from such ownership.

No one who is not such a record owner may be a member of the Association.

Voting shall be generally in accordance with Article 6 of the New York State Not-For-Profit Corporation Law and all other laws, rules, and regulations. In no event shall any class of members consisting of the residents, members of the Association be barred from voting for the Board of Directors after 75 percent of the proposed number of dwelling units have been conveyed to purchasers for use as residences. A member shall be entitled to vote by proxy.

3. Directors

The Certificate of Incorporation and/or By-Laws shall provide that members elect the Board of Directors. The Certificate of Incorporation and/or By-Laws may provide for the directors elected by

the members to elect one or more additional directors, provided they do not constitute more than one half of the Board of Directors. The Certificate of Incorporation and/or By-Laws shall provide that within three months of the issuance of the certificate of occupancy for 75 percent of the proposed number of dwelling units to be built, elections shall be conducted for a new Board of Directors.

ARTICLE V

Assessments

1. Creation of the Lien and Personal Obligations of Assessment

The Declarant hereby covenants, and each owner of an interest entitling such owner to membership in the Association is deemed to covenant, whether or not it shall be so expressed in any deed or other instrument of conveyance, to pay to the Association both annual assessments and special assessments. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property (including a unit together with its common interest, whose ownership is governed by Article 9B of the New York Real Property Law) against which each such assessment is made. Each such assessment together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person, including the Declarant, who was the owner or part-owner of the property at the time such assessment fell due and shall continue to be the the personal obligation of such person even if the lien shall have been extinguished pursuant to the foreclosure of senior lien. Under no circumstances may an owner escape liability for the payment of assessments by refraining from using the common open space or any facility therein, by abandoning his property, or by any other means.

2. Use of Assessment Proceeds

The proceeds of the annual assessments shall be used to promote

the recreation, enjoyment, health, safety and welfare of all the residents of the Subject Property. They shall be used primarily and particularly to improve, maintain, operate and insure the common open spaces, including the private street system, including its landscaping, and all buildings, facilities equipment, and other improvements, to manage the affairs of the Association and to pay the costs and expenses of the Association incurred in connection with the enforcement of this Declaration. The proceeds of any special assessment shall be used only in connection with the common spaces for capital improvements, the repair of unexpected damage, or needed replacement or reconstruction. No assessment proceeds of any kind shall be used in any way to fulfill the obligations of the Declarant to develop, improve, and landscape the common open space under the terms and conditions of the Resolution of the City Planning Commission designated CP-23242.

3. Establishment of Assessment: Procedure

All Assessments, whether annual or special, shall be fixed in units. The number of such units assessed any member shall equal the number of dwelling units owned by such member. For the first annual assessment, the amount of a unit shall be established at not more than \$100.00 per month. For any annual assessment thereafter (except as provided below) the Board of Directors of the Association may increase the unit by any amount up to ten (10) percent of the unit for the immediately preceding year. For the Association's first full fiscal year after the entire common open space shall have been completed and for that fiscal year alone, the Board of Directors may increase the unit by any amount up to fourteen (14) percent of the unit for the immediately preceding year. The following actions shall be undertaken only if approved by a two-thirds majority of the members voting:

- a. Increasing the annual assessment unit above the amount by which the Board of Directors is empowered to increase it;

- b. Decreasing the annual assessment unit by any amount;
- c. Fixing a special assessment. Every special assessment shall require a separate vote of approval.

The Board of Directors shall notify each member of the amount of his annual assessment at least thirty (30) days before the date when the payment of such assessment is due. The amount of the first annual assessment shall be reduced in proportion to the amount of time elapsed in the Association's fiscal year as of the date when the Board of Directors shall send notice of the assessment to the members. If more than half the fiscal year shall have elapsed at the time of such notice, then the Board of Directors shall be empowered to increase the assessment unit for the second year by any amount up to five (5) percent.

4. Failure to Pay Assessments: Effect, Remedies of the Association

Any assessment of whatever kind not paid by the thirtieth day after its due date shall bear interest from the due date at the highest legal rate. The Association may suspend all membership rights of any member who is delinquent more than thirty days in paying any assessment, including his right to vote and participate in the affairs of the Association, and if such member is a resident of the development, his rights and those of his family and household to enjoy the common spaces. But no other resident of the development who is not himself a member may be prohibited from using the common spaces on the basis that the member who owns the dwelling unit in which such resident lives is delinquent in paying assessment. The Association may institute proceedings to recover from anyone personally obligated to pay the assessment and to foreclose the lien against the property, the amount recovered to include interest, attorneys' fees, and all costs of the Association incurred in connection with the proceeding or with any attempt by the Association to collect the assessment.

ARTICLE VI

Conversion of Garages Prohibited

The Declarant, its successors and assigns, hereby covenant and agree that they will not convert any garage on the Subject Property to habitable living space.

ARTICLE VII

Condition Prior to Sale

Declarant covenants that it will not sell or enter into a contract to sell any dwelling unit in the Subject Property without first informing the purchaser or contract purchaser of the general plan for the large-scale residential development. Such plan shall be consistent with all the terms, conditions and covenants of this Declaration and of the City Planning Commission's Resolution CP-23242. The general plan shall convey, at a minimum, the following information:

- a. The general site plan of the development;
- b. The number of dwelling units;
- c. The facilities and improvements in the common open spaces, their location, and the schedule for completing the common open spaces;
- d. The arrangement for maintaining the common open spaces, including: the binding effect of this Declaration, the existence of the association and/or condominium; the rights and obligation of members: and the amount of the annual assessment and of any special assessments for the association's fiscal year then current, or, if no annual assessment has yet fallen due, the amount of the first annual assessment.
- e. A notice, conspicuously presented, that the development is a large-scale residential development approved by the City Planning Commission;

that the plans as presented and approved are binding, and that such plans and approvals are subject to modification under the Zoning

ARTICLE VIII

Insurance

The Declarant covenants that, from the day that title to the first dwelling unit is conveyed until one year after the date when the payment of the first common charges are due, it will maintain insurance to protect against liability for injury, death, or property damage occurring on or connected with the common open spaces. The amount of such insurance shall not be less than \$100,000.00 per person and \$300,000.00 an occurrence for bodily injury and \$25,000.00 for property damage. The Declarant hereby assumes a personal obligation to fulfill this covenant. In the event that the Declarant uses its own funds to maintain such insurance after the required period as set forth in this Article, it shall have the right of reimbursement from the association and/or condominium. If a condominium is established for the entire subject property, such insurance will be maintained until the first meeting of the Board of Managers following the first annual meeting of the Homeowners.

ARTICLE IX

Certificate of Occupancy

No conveyance of any dwelling unit on the Subject Property shall be made without first obtaining a Final or Temporary Certificate of Occupancy thereof.

ARTICLE X

Review and Approval of Plans

Declarant covenants to include a copy of this Declaration as part of any application pertinent to the Subject Property submitted to the New York Department of Buildings or any agency succeeding to its jurisdiction.

ARTICLE XI

Effect and Enforcement

1. Effective Date

This Declaration shall become effective when the Board of Estimate acting pursuant to the Zoning Resolution of the City of New York, shall have duly approved application CP-23242, for certain authorizations for a large-scale residential development. Upon becoming effective, this Declaration runs with the land, binding the Declarants and their successors, and assigns, and it shall be so construed.

2. Right of Members and Association and/or Condominium to Enforce Declaration

The covenants, conditions, restrictions, and agreements of this Declaration shall inure to the Association and/or the Condominium and to each of its members individually. The Association and/or Condominium and each member shall have the right to institute any proceeding at law or in equity to enforce the provisions of this Declaration now or hereafter imposed. The same rights of enforcement shall inure to the non-member residents of the development respecting their rights in the common spaces.

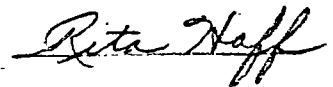
3. Right of City to Enforce Declaration

The Declarant, recognizing that the City of New York is an interested party in this Declaration, consents to the City's enforcing the covenants, conditions, restrictions and agreements herein contained by whatever means may be appropriate to the situation, including letting contracts for doing any work required in or for the common open spaces and paying all labor, material, and other costs connected with such work from the bond and/or City securities that the Declarant is required to provide.

4. Purchase Agreement

Every purchase agreement for a two-family condominium unit developed on the subject property shall contain the following language printed prominently on the front page of such purchase agreement:

"The two-family condominium unit that is the subject of this purchase agreement may not legally be converted to three dwelling units".

A handwritten signature, possibly reading "M. C.", written in dark ink over a horizontal line.A handwritten signature that reads "Rita Haff" in a cursive script, written in dark ink.

ARTICLE XII

Amendment and Cancellation

This Declaration may be amended or cancelled only with the approval of the City Planning Commission or the agency succeeding to its jurisdiction and no other approval or consent shall be required from any public body, private person or legal entity of any kind.

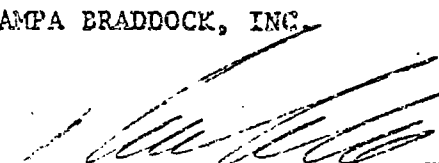
ARTICLE XIII

Recording

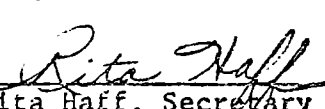
The Declarant covenants that, when the Board of Estimate has acted affirmatively on the applications designed by the Commission CP-23242 and CP-23241, it shall immediately file and record this Declaration in the Office of the City Register, County of Queens, indexing it against the Subject Property. The Declarant further covenants to provide the City Planning Commission with a copy of the Declaration as recorded, certified by the City Register. The City of New York shall also have the right to record this Declaration. But all costs of recording and certification, whether undertaken by the Declarant or by the City, shall be borne by the Declarant.

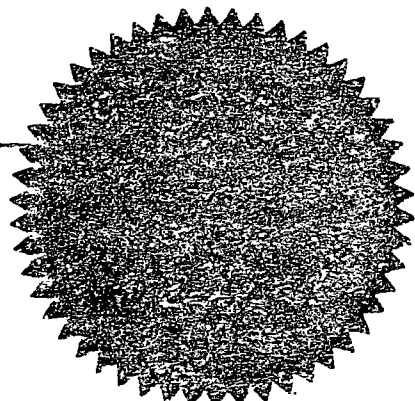
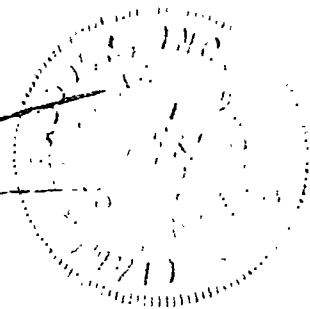
IN WITNESS WHEREOF, the Declarant has hereunto set its hand this 8th day of July, 1976.

CIAMPA BRADDOCK, INC.

BY: 
Dominick Ciampa, President

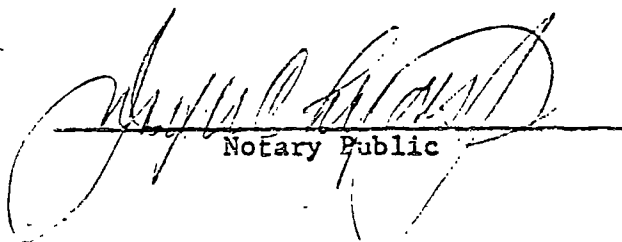
C-GULL, INC.

BY: 
Rita Haff, Secretary



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

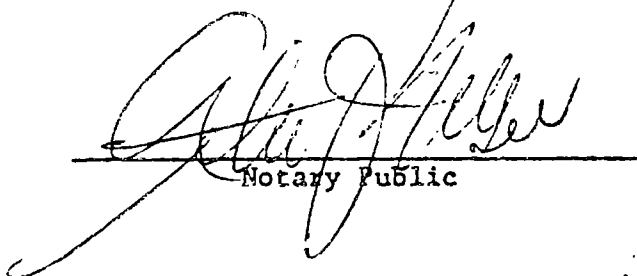
On this 8th day of July, 1976 before me personally appeared DOMINICK CIAMPA, to me known, who, being by me duly sworn did depose and say that he resides at 15 Woodland Way, Manhasset, New York; that he is the President of CIAMPA BRADDOCK, INC., the corporation described in and which executed the foregoing 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.


Notary Public

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

JOSEPH C. LYONS, JR.
NOTARY PUBLIC, State of New York
No. 41-2440750 - Queens County
Term Expires March 30, 1977

On this 9th day of July, 1976 before me personally appeared RITA HAFF to me known, who being by me duly sworn did depose and say that she resides at 58-31 210th Street, Bayside, New York; that she is the Secretary of C-GULL, INC., the corporation described in and which executed the foregoing instrument; that she 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.


Notary Public

ARTHUR L. MCGEE
NOTARY PUBLIC, State of New York
No. 90-929150
Qualified in Nassau County
Commission Expires March 29, 1978

SCHEDULE A-1

Parcel A:

ALL those certain plots, pieces or parcels of land, situate, lying and being in the Borough and County of Queens, City and State of New York, known and designated as plots C, D, E, F, G, H and I in Block 38 on a certain map filed on December 10, 1906 as Number 986 in the Office of the Clerk, now Register, of the County of Queens, entitled "Map of Beechhurst, Whitestone Landing".

Parcel B:

ALL those certain lots, pieces or parcels of land, situate, lying and being in the Borough and County of Queens, City and State of New York, shown on a map entitled "Map of Beechhurst, Whitestone Landing", filed in the Office of the Clerk, now Register, of the County of Queens on December 10, 1906, bounded and described as follows:

BEGINNING at a point on the northerly side of Riverside Drive where same is intersected by the westerly line of Plot I in Block 38 as laid out on said map;

running thence WESTERLY along the northerly side of Riverside Drive, 159.77 feet;

thence NORTHERLY on a line parallel with the westerly line of said Plot I in Block 38, to the highwater mark of the South Shore of East River or Long Island Sound;

thence EASTERLY along the same to a point where it is intersected by the westerly line of said plot I in Block 38;

thence SOUTHERLY along the westerly line of said Plot I in Block 38, to the point or place of BEGINNING.

TOGETHER with all right, title and interest to all land under water in front of and adjoining the above described premises to the pierhead line as approved by the Secretary of War May 28, 1923.

SCHEDULE A - 2

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

BEGINNING at a point on the northerly side of Riverside Drive, 50 feet wide, as shown on the Final Topographical Map of the City of New York, 169.77 feet westerly from the westerly line of plot 1, block 38 on "Map of Beechhurst, Whitestone Landing, Property of the Shore Acres Realty Company," filed in the Office of the Clerk of the County of Queens on December 10, 1905; running thence WESTERLY along the northerly side of Riverside Drive 150.23 feet to the northeasterly end of an arc connecting the northerly side of Riverside Drive with the westerly side of 154th Place; thence SOUTHWESTERLY along the arc of said curve bearing to the left and having a radius of 95 feet, a distance of 189.23 feet; thence SOUTHERLY along the westerly side of 154th Place, 155 feet to the corner formed by the intersection of the westerly side of 154th Place with the northerly side of Powells Cove Boulevard, formerly Seventh Avenue, 80 feet wide, as shown on the Final Topographical Map of the City of New York; thence WESTERLY along the northerly side of Powells Cove Boulevard, 4.77 feet to the easterly boundary of land now or formerly of the Long Island Railroad Company, which said easterly boundary of land is at a right angle line intersecting the northerly side of Powells Cove Boulevard and 70.23 feet easterly from the easterly line of 154th Street, formerly 14th Avenue, as shown on the aforesaid mentioned map of Beechhurst, as said easterly line of 154th Street, if continued northerly until said line intersects the northerly side of Powells Cove Boulevard; thence NORTHERLY along said right angle line and along the land now or formerly of the Long Island Railroad Company and another 1003.02 feet to the pierhead line of the South Shore of the East River or Long Island Sound approved January 9, 1891, by the United States War Department, L.A. Grant, Assistant Secretary of War; thence along a line forming an interior angle of 83 degrees 38 minutes 50 seconds with the preceding course along said pierhead line, 231.54 feet to a point therein where the same is intersected by a line drawn parallel with the westerly line of plot 1 in block 38 on the aforesaid map of Beechhurst and 169.77 feet westerly therefrom; thence SOUTHERLY along said last mentioned line, 25.19 feet to the northerly side of Riverside Drive at the point or place of BEGINNING.

EXHIBIT "B"

Exhibit "B" referred to in the preceding declaration, has been removed for the purpose of reproducing the resolution CP-23242. A copy of this plan is included in the permanent records of the City Planning Commission.

CONCURRING STATEMENT BY VICE-CHAIRMAN MARTIN GALLENT

(CP - 23241 CP -23242)

July 14, 1976

I concur in the majority opinion on the development proposed by Ciampa-Braddock. I am satisfied that there are sufficient controls to assure that this will be a development of two-family homes, not convertible to three dwelling units.

These assurances manifest themselves in several ways. First is the Restrictive Declaration which is being required by the Commission as a condition for this approval and which will run with the land, binding all present and future owners. The Declaration contains a site plan describing the development as 90 two-family houses, floor plans detailing the two-family units, a restriction on advertising, and a requirement that the Condominium Declaration to be filed with the Attorney General describe the proposal in terms of two-family houses. *The restriction to two-family will be also contained in the contract that is to be signed by all parties.*

The Restrictive Declaration is enforceable by the City and all other residents of the development; the condominium group will be self-policing. The Condominium Declaration will be enforced by the Attorney General as well as the condominium owners. In addition, the Special Permit being granted for a large scale residential development incorporates both the site plan and the floor plans. The issuance of the Certificate of Occupancy is conditional upon the fulfillment of these plans.

The current development conforms to the general community expectations and represents the strong input of the community into the entire planning process. The inclusion of the waterside promenade with access provided for the entire community is a major contribution stemming from this cooperation.

(CP-23241 CP-23242)

July 14, 1976

The consequence of the related zoning and special permit actions will be a project which credits neither the Beechhurst community nor the City as a whole.

The rezoning to R-4 is required not by density considerations, but rather by deficiencies in the more appropriate R-3 classification. Therefore a mapping precedent will be set, the consequences of which cannot be foreseen at this time. This is not, however, the primary issue.

The various special permit authorizations and large-scale residential development waivers, while technical in nature, represent a wholly unwarranted deviation from reasonable zoning practice. The purpose stated in the Zoning Resolution for granting such authorizations is to achieve flexibility and a more desirable residential development. Instead, for all its allowances, this project is an irredeemably trite residential development.

First, the street layout, by running parallel to the water, effectively shields the view of the water for most of the houses. Second, the waterfront is closed off to the larger community and captured instead for only a few preferential residents. Third, the house-type employed is a sadly routine and ambiguous affair, being neither a two nor a three-family unit, but a composition of the worst elements of each.

I am worried that this project will set a new standard for minimum achievement in residential development. It was repeated often at the Public Hearing in May that the blight of buildings will destroy the "fabric" of the community. This is a destructive oversimplification of the very complex phenomenon of neighborhood character. This project is a demonstration that uniform height does not produce compatible development.

In the past, the Borough of Queens has produced innovative urban masterpieces such as Sunnyside Gardens and Forest Hills Gardens. To accept this

project now is to deny that past and to impose an unnecessarily rigid future.

Consequently I vote "NO" on all actions and urge that the Commission resist this formula as a vision for New York City.