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**OFFERING PLAN**

**FOR SALE OF CONDOMINIUM HOMES**  
In a Condominium to be Known as

**HUNTER HIGHLANDS II**  
Hunter Drive and Highlands Lane  
off County Road 83, Greene County  
Town of Hunter, State of New York

**THIS PLAN HAS BEEN AMENDED  
SEE INSIDE FRONT COVER**

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Total Amount of Offering ..... \$8,780,000  
Number of Units ..... 120

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*Name and Address of Sponsor and Selling Agent:*

**HUNTER HIGHLANDS**  
A New York limited partnership  
Hunter Highlands  
Hunter, New York

The approximate date of first offering of this Plan to the public is December 1, 1979. This Plan may not be used after July 1, 1980.

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THE PRICES FOR THESE CONDOMINIUM INTERESTS MAY BE CHANGED SO THAT PURCHASERS MAY PAY DIFFERENT PRICES FOR SIMILAR INTERESTS. THE EFFECT OF THIS IS SET FORTH ON PAGES 47-48. THE PRICES FOR THESE CONDOMINIUM INTERESTS MAY BE INCREASED OR DECREASED ONLY BY A DULY FILED AMENDMENT TO THIS PLAN, EXCEPT AS SET FORTH ON PAGE 49.

THE ATTORNEY GENERAL OF THE STATE OF NEW YORK DOES NOT PASS ON THE MERITS OF THIS OFFERING.

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**THIS PLAN HAS BEEN AMENDED  
SEE INSIDE FRONT COVER**

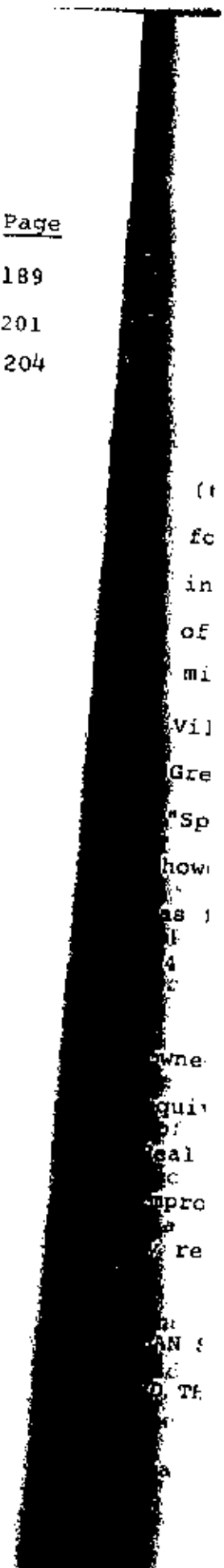
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## PLAN OF CONDOMINIUM OWNERSHIP

## INTRODUCTION

Hunter Highlands, a New York limited partnership (the "Sponsor"), with this offering plan (the "Plan") offers for sale one hundred twenty (120) condominium homes, located in fifteen separate buildings, on approximately 12.352 acres of land, as a condominium to be known as Hunter Highlands II Condominium located at Hunter Drive (a small portion of which lies in the Village of Hunter) and Highlands Lane, off County Road 83, Greene County, Town of Hunter and State of New York (see "Sponsor's Option to Reduce the Size of the Condominium" however, for a description of the Sponsor's right to build as few as 64 homes; see also the Condominium Site Plan, page 4 and the Overall Area Plan, pages 40-41).

The term "home" as used herein is the exclusively owned dwelling space to be occupied by a purchaser and is equivalent to the term "unit" as used in Article 9-B of the Real Property Law (the "Condominium Act"). The land and all improvements erected and to be erected thereon are collectively referred to as the "Condominium".

THIS PLAN AND THE SCHEDULES WHICH ARE PART OF THIS PLAN SHOULD BE CAREFULLY STUDIED BY PROSPECTIVE PURCHASERS AND THEIR ATTORNEYS PRIOR TO THE PURCHASE OF A HOME.

## FEATURES OF CONDOMINIUM OWNERSHIP

A home is the exclusively owned dwelling space to be occupied by the purchaser. All other portions of the Condominium such as the land, walkways, parking facilities, driveways, etc. are the common elements or the limited common elements. Detailed descriptions of the homes may be found on page 30; the common elements and the limited common elements are described on pages 45-46.

The purchaser of a home will own his home in a manner similar in many respects to the ownership of a one family house. He will own his home outright and be entitled to the exclusive possession thereof; he will also own an undivided interest in the common elements in common with all of the other home owners. As a home owner, he will have the right to vote annually for the Board of Managers which will conduct the affairs and supervise the operation of the Condominium. If a purchaser desires, he may finance part of the purchase price of his home by obtaining a mortgage loan secured by a mortgage upon his home (see page 61). No home will be subject to the lien of a mortgage on any other home and home owners will not be affected by any other home owner's mortgage obligations.

Each home will be taxed separately for real estate tax purposes and no home owner will be responsible for the payment of real estate taxes on any other home. In the

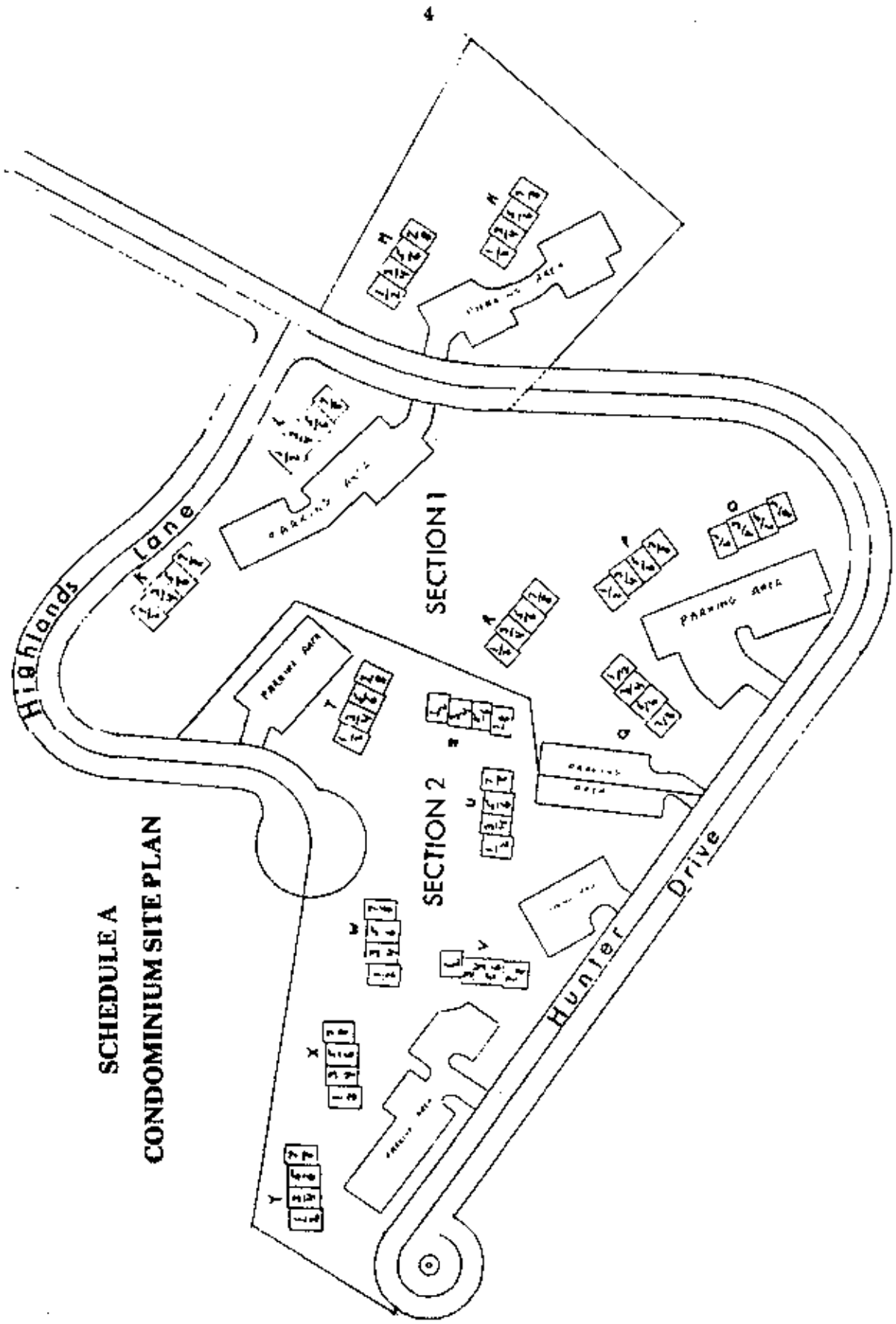
opinion of counsel for the Sponsor, a home owner is presently entitled to deduct for income tax purposes his payments of real estate taxes and interest on the mortgage on his home (see page 28).

A home owner is required to pay monthly common charges as assessed by the Board of Managers for the operation and maintenance of the Condominium in proportion to his respective interest in the common elements (see By-Laws, Article VI, page 159). Fire insurance covering the buildings and other common elements and Condominium liability insurance are included as part of the common charges (see Schedule C, page 18) but fire insurance covering a purchaser's furniture, furnishings and other personal effects, and individual liability insurance, should be carried by a purchaser. Each home owner is responsible for the repair and decoration of the interior of his home after closing title.

Each home owner may sell or lease his home to whom-ever he desires subject only to the provisions of Article XI of the By-Laws which requires, among other things, that all common charges assessed to a home be paid up to the date of sale or lease of that home (see Schedule K, page 167).

Each home owner shall be required to comply with and abide by the Declaration and By-Laws and with the rules and regulations adopted by the Board of Managers pursuant thereto, and which obligations shall be enforceable by the Board of Managers.





**SCHEDULE A  
CONDOMINIUM SITE PLAN**

SECTION 1

SECTION 2

ESTIMATED INDIVIDUAL EXPENSES FOR THE YEAR 1980 AND 1981

SCHEDULE B

PRICES, TYPES, PERCENTAGES OF COMMON INTEREST AND

ESTIMATED INDIVIDUAL EXPENSES FOR THE FIRST FULL YEAR AT HUNTER HIGHLANDS II CONDOMINIUM

HOME NO.	MODEL	(1) PRICE	(2) % OF COMMON INTEREST	(3) MONTHLY R.E. TAX	(4) EST. MONTHLY COMMON CHARGES	(5) 29% CASH	(6) 80% MTGE.	(7) MONTHLY CHARGE 30 YRS. 10 3/4%	(8) EST. TOTAL MONTHLY CHARGE	(9) EST. MONTHLY DEDUCTIBLE FOR INCOME TAX PURPOSES	(10) 19% CASH	(11) 80% MTGE.	(12) MONTHLY CHARGE 30 YRS. 10 3/4%	(13) EST. TOTAL MONTHLY CHARGE	(14) EST. MONTHLY CHARGES DEDUCTIBLE FOR INCOME TAX PURPOSES
K-1	D/L	76,000	.86639	81.01	95.30	15,200	60,800	544.84	721.15	600.34	7,600	68,400	625.69	802.00	665.26
K-2	D	74,000	.84128	74.84	92.54	14,800	59,200	530.51	697.89	580.50	7,400	66,600	609.23	776.61	643.71
K-3	D/L	74,000	.84128	76.60	92.54	14,800	59,200	530.51	699.65	582.26	7,400	66,600	609.23	778.37	645.47
K-4	D	72,000	.81617	73.96	89.78	14,400	57,600	516.17	679.91	565.96	7,200	64,800	592.76	756.50	627.46
K-5	D/L	74,000	.84128	76.60	92.54	14,800	59,200	530.51	699.65	582.26	7,400	66,600	609.23	778.37	645.47
K-6	D	72,000	.81617	73.96	89.78	14,400	57,600	516.17	679.91	565.96	7,200	64,800	592.76	756.50	627.46
K-7	D/L	76,000	.86639	81.01	95.30	15,200	60,800	544.84	721.15	600.34	7,600	68,400	625.69	802.00	665.26
K-8	D	74,000	.84128	75.28	92.54	14,800	59,200	530.51	698.33	580.94	7,400	66,600	609.23	777.05	644.15
L-1	D/L	76,000	.86639	81.01	95.30	15,200	60,800	544.84	721.15	600.34	7,600	68,400	625.69	802.00	665.26
L-2	D	74,000	.84128	74.84	92.54	14,800	59,200	530.51	697.89	580.50	7,400	66,600	609.23	776.61	643.71
L-3	D/L	74,000	.84128	76.60	92.54	14,800	59,200	530.51	699.65	582.26	7,400	66,600	609.23	778.37	645.47
L-4	D	72,000	.81617	73.96	89.78	14,400	57,600	516.17	679.91	565.96	7,200	64,800	592.76	756.50	627.46
L-5	D/L	74,000	.84128	76.60	92.54	14,800	59,200	530.51	699.65	582.26	7,400	66,600	609.23	778.37	645.47
L-6	D	72,000	.81617	73.96	89.78	14,400	57,600	516.17	679.91	565.96	7,200	64,800	592.76	756.50	627.46
L-7	D/L	76,000	.86639	81.01	95.30	15,200	60,800	544.84	721.15	600.34	7,600	68,400	625.69	802.00	665.26
L-8	D	74,000	.84128	75.28	92.54	14,800	59,200	530.51	698.33	580.94	7,400	66,600	609.23	777.05	644.15

S: Simplex D: 2 bedroom Duplex D/L: 2 bedroom Duplex Left D/R: 3 bedroom Duplex  
 See "Description of a Home" commencing at page 44  
 See Footnotes pages 13-15

THESE PRICES HAVE BEEN SET BY THE SPONSOR AND ARE NOT SUBJECT TO THE APPROVAL OF ANY GOVERNMENTAL AGENCY.

**SCHEDULE B**  
**PRICES, TYPES, PERCENTAGES OF COMMON INTEREST**  
**AND**  
**ESTIMATED INDIVIDUAL EXPENSES FOR THE FIRST FULL YEAR AT**  
**HUNTER HIGHLANDS II CONDOMINIUM**

HOME NO.	MODEL	(1) PRICE	(2) % OF COMMON INTEREST	(3) MONTHLY M.O.I. TAX	(4) EST. MONTHLY COMMON CHARGES	(5) 2% CASH	(6) 8% MTGE.	(7) MONTHLY CHARGE 10% VS. 10 1/2% VS. 11% VS. 12% VS. 13% VS. 14% VS. 15% VS. 16% VS. 17% VS. 18% VS. 19% VS. 20% VS. 21% VS. 22% VS. 23% VS. 24% VS. 25% VS. 26% VS. 27% VS. 28% VS. 29% VS. 30% VS. 31% VS. 32% VS. 33% VS. 34% VS. 35% VS. 36% VS. 37% VS. 38% VS. 39% VS. 40% VS. 41% VS. 42% VS. 43% VS. 44% VS. 45% VS. 46% VS. 47% VS. 48% VS. 49% VS. 50% VS. 51% VS. 52% VS. 53% VS. 54% VS. 55% VS. 56% VS. 57% VS. 58% VS. 59% VS. 60% VS. 61% VS. 62% VS. 63% VS. 64% VS. 65% VS. 66% VS. 67% VS. 68% VS. 69% VS. 70% VS. 71% VS. 72% VS. 73% VS. 74% VS. 75% VS. 76% VS. 77% VS. 78% VS. 79% VS. 80% VS. 81% VS. 82% VS. 83% VS. 84% VS. 85% VS. 86% VS. 87% VS. 88% VS. 89% VS. 90% VS. 91% VS. 92% VS. 93% VS. 94% VS. 95% VS. 96% VS. 97% VS. 98% VS. 99% VS. 100%	(8) EST. MONTHLY CHARGE	(9) EST. MONTHLY CHARGE	(10) MONTHLY CHARGE 30 YRS. 1/4% VS. 1/2% VS. 3/4% VS. 1% VS. 1 1/4% VS. 1 1/2% VS. 1 3/4% VS. 2% VS. 2 1/4% VS. 2 1/2% VS. 2 3/4% VS. 3% VS. 3 1/4% VS. 3 1/2% VS. 3 3/4% VS. 4% VS. 4 1/4% VS. 4 1/2% VS. 4 3/4% VS. 5% VS. 5 1/4% VS. 5 1/2% VS. 5 3/4% VS. 6% VS. 6 1/4% VS. 6 1/2% VS. 6 3/4% VS. 7% VS. 7 1/4% VS. 7 1/2% VS. 7 3/4% VS. 8% VS. 8 1/4% VS. 8 1/2% VS. 8 3/4% VS. 9% VS. 9 1/4% VS. 9 1/2% VS. 9 3/4% VS. 10% VS. 10 1/4% VS. 10 1/2% VS. 10 3/4% VS. 11% VS. 11 1/4% VS. 11 1/2% VS. 11 3/4% VS. 12% VS. 12 1/4% VS. 12 1/2% VS. 12 3/4% VS. 13% VS. 13 1/4% VS. 13 1/2% VS. 13 3/4% VS. 14% VS. 14 1/4% VS. 14 1/2% VS. 14 3/4% VS. 15% VS. 15 1/4% VS. 15 1/2% VS. 15 3/4% VS. 16% VS. 16 1/4% VS. 16 1/2% VS. 16 3/4% VS. 17% VS. 17 1/4% VS. 17 1/2% VS. 17 3/4% VS. 18% VS. 18 1/4% VS. 18 1/2% VS. 18 3/4% VS. 19% VS. 19 1/4% VS. 19 1/2% VS. 19 3/4% VS. 20% VS. 20 1/4% VS. 20 1/2% VS. 20 3/4% VS. 21% VS. 21 1/4% VS. 21 1/2% VS. 21 3/4% VS. 22% VS. 22 1/4% VS. 22 1/2% VS. 22 3/4% VS. 23% VS. 23 1/4% VS. 23 1/2% VS. 23 3/4% VS. 24% VS. 24 1/4% VS. 24 1/2% VS. 24 3/4% VS. 25% VS. 25 1/4% VS. 25 1/2% VS. 25 3/4% VS. 26% VS. 26 1/4% VS. 26 1/2% VS. 26 3/4% VS. 27% VS. 27 1/4% VS. 27 1/2% VS. 27 3/4% VS. 28% VS. 28 1/4% VS. 28 1/2% VS. 28 3/4% VS. 29% VS. 29 1/4% VS. 29 1/2% VS. 29 3/4% VS. 30% VS. 30 1/4% VS. 30 1/2% VS. 30 3/4% VS. 31% VS. 31 1/4% VS. 31 1/2% VS. 31 3/4% VS. 32% VS. 32 1/4% VS. 32 1/2% VS. 32 3/4% VS. 33% VS. 33 1/4% VS. 33 1/2% VS. 33 3/4% VS. 34% VS. 34 1/4% VS. 34 1/2% VS. 34 3/4% VS. 35% VS. 35 1/4% VS. 35 1/2% VS. 35 3/4% VS. 36% VS. 36 1/4% VS. 36 1/2% VS. 36 3/4% VS. 37% VS. 37 1/4% VS. 37 1/2% VS. 37 3/4% VS. 38% VS. 38 1/4% VS. 38 1/2% VS. 38 3/4% VS. 39% VS. 39 1/4% VS. 39 1/2% VS. 39 3/4% VS. 40% VS. 40 1/4% VS. 40 1/2% VS. 40 3/4% VS. 41% VS. 41 1/4% VS. 41 1/2% VS. 41 3/4% VS. 42% VS. 42 1/4% VS. 42 1/2% VS. 42 3/4% VS. 43% VS. 43 1/4% VS. 43 1/2% VS. 43 3/4% VS. 44% VS. 44 1/4% VS. 44 1/2% VS. 44 3/4% VS. 45% VS. 45 1/4% VS. 45 1/2% VS. 45 3/4% VS. 46% VS. 46 1/4% VS. 46 1/2% VS. 46 3/4% VS. 47% VS. 47 1/4% VS. 47 1/2% VS. 47 3/4% VS. 48% VS. 48 1/4% VS. 48 1/2% VS. 48 3/4% VS. 49% VS. 49 1/4% VS. 49 1/2% VS. 49 3/4% VS. 50% VS. 50 1/4% VS. 50 1/2% VS. 50 3/4% VS. 51% VS. 51 1/4% VS. 51 1/2% VS. 51 3/4% VS. 52% VS. 52 1/4% VS. 52 1/2% VS. 52 3/4% VS. 53% VS. 53 1/4% VS. 53 1/2% VS. 53 3/4% VS. 54% VS. 54 1/4% VS. 54 1/2% VS. 54 3/4% VS. 55% VS. 55 1/4% VS. 55 1/2% VS. 55 3/4% VS. 56% VS. 56 1/4% VS. 56 1/2% VS. 56 3/4% VS. 57% VS. 57 1/4% VS. 57 1/2% VS. 57 3/4% VS. 58% VS. 58 1/4% VS. 58 1/2% VS. 58 3/4% VS. 59% VS. 59 1/4% VS. 59 1/2% VS. 59 3/4% VS. 60% VS. 60 1/4% VS. 60 1/2% VS. 60 3/4% VS. 61% VS. 61 1/4% VS. 61 1/2% VS. 61 3/4% VS. 62% VS. 62 1/4% VS. 62 1/2% VS. 62 3/4% VS. 63% VS. 63 1/4% VS. 63 1/2% VS. 63 3/4% VS. 64% VS. 64 1/4% VS. 64 1/2% VS. 64 3/4% VS. 65% VS. 65 1/4% VS. 65 1/2% VS. 65 3/4% VS. 66% VS. 66 1/4% VS. 66 1/2% VS. 66 3/4% VS. 67% VS. 67 1/4% VS. 67 1/2% VS. 67 3/4% VS. 68% VS. 68 1/4% VS. 68 1/2% VS. 68 3/4% VS. 69% VS. 69 1/4% VS. 69 1/2% VS. 69 3/4% VS. 70% VS. 70 1/4% VS. 70 1/2% VS. 70 3/4% VS. 71% VS. 71 1/4% VS. 71 1/2% VS. 71 3/4% VS. 72% VS. 72 1/4% VS. 72 1/2% VS. 72 3/4% VS. 73% VS. 73 1/4% VS. 73 1/2% VS. 73 3/4% VS. 74% VS. 74 1/4% VS. 74 1/2% VS. 74 3/4% VS. 75% VS. 75 1/4% VS. 75 1/2% VS. 75 3/4% VS. 76% VS. 76 1/4% VS. 76 1/2% VS. 76 3/4% VS. 77% VS. 77 1/4% VS. 77 1/2% VS. 77 3/4% VS. 78% VS. 78 1/4% VS. 78 1/2% VS. 78 3/4% VS. 79% VS. 79 1/4% VS. 79 1/2% VS. 79 3/4% VS. 80% VS. 80 1/4% VS. 80 1/2% VS. 80 3/4% VS. 81% VS. 81 1/4% VS. 81 1/2% VS. 81 3/4% VS. 82% VS. 82 1/4% VS. 82 1/2% VS. 82 3/4% VS. 83% VS. 83 1/4% VS. 83 1/2% VS. 83 3/4% VS. 84% VS. 84 1/4% VS. 84 1/2% VS. 84 3/4% VS. 85% VS. 85 1/4% VS. 85 1/2% VS. 85 3/4% VS. 86% VS. 86 1/4% VS. 86 1/2% VS. 86 3/4% VS. 87% VS. 87 1/4% VS. 87 1/2% VS. 87 3/4% VS. 88% VS. 88 1/4% VS. 88 1/2% VS. 88 3/4% VS. 89% VS. 89 1/4% VS. 89 1/2% VS. 89 3/4% VS. 90% VS. 90 1/4% VS. 90 1/2% VS. 90 3/4% VS. 91% VS. 91 1/4% VS. 91 1/2% VS. 91 3/4% VS. 92% VS. 92 1/4% VS. 92 1/2% VS. 92 3/4% VS. 93% VS. 93 1/4% VS. 93 1/2% VS. 93 3/4% VS. 94% VS. 94 1/4% VS. 94 1/2% VS. 94 3/4% VS. 95% VS. 95 1/4% VS. 95 1/2% VS. 95 3/4% VS. 96% VS. 96 1/4% VS. 96 1/2% VS. 96 3/4% VS. 97% VS. 97 1/4% VS. 97 1/2% VS. 97 3/4% VS. 98% VS. 98 1/4% VS. 98 1/2% VS. 98 3/4% VS. 99% VS. 99 1/4% VS. 99 1/2% VS. 99 3/4% VS. 100%	(11) EST. MONTHLY CHARGE DEDUCTIBLE FOR INCOME TAX PURPOSES	(12) EST. MONTHLY CHARGE DEDUCTIBLE FOR INCOME TAX PURPOSES	
M-1	D/L	76,000	.86639	81.01	95.30	15,200	60,800	544.84	721.15	600.34	68,400	625.69	802.00	665.26
M-2	D	74,000	.84128	74.84	92.54	14,800	59,200	530.51	697.89	580.50	66,600	609.23	776.61	643.71
M-3	D/L	74,000	.84128	76.60	92.54	14,800	59,200	530.51	699.65	582.26	66,600	609.23	778.37	645.47
M-4	D	72,000	.81617	73.96	89.78	14,400	57,600	516.17	679.91	565.96	64,800	592.76	756.50	627.46
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M-6	D	72,000	.81617	73.96	89.78	14,400	57,600	516.17	679.91	565.96	64,800	592.76	756.50	627.46
M-7	D/L	76,000	.86639	81.01	95.30	15,200	60,800	544.84	721.15	600.34	68,400	625.69	802.00	665.26
M-8	D	74,000	.84128	75.28	92.54	14,800	59,200	530.51	698.33	580.94	66,600	609.23	777.05	644.15
N-1	D/3	87,000	.99196	79.25	109.12	17,400	69,600	623.70	812.07	673.75	78,300	703.48	891.85	748.06
N-2	S	53,000	.60271	44.03	66.30	10,600	42,400	379.95	490.28	406.19	47,700	427.46	537.79	451.46
N-3	D/3	85,000	.96685	74.84	106.35	17,000	68,000	609.36	790.55	655.67	76,500	685.53	866.72	728.27
N-4	S	52,000	.59015	42.26	64.92	10,400	41,600	372.79	479.97	397.59	46,800	419.39	526.57	442.01
N-5	D/3	85,000	.96685	74.84	106.35	17,000	68,000	609.36	790.55	655.67	76,500	685.53	866.72	728.27
N-6	S	52,000	.59015	42.26	64.92	10,400	41,600	372.79	479.97	397.59	46,800	419.39	526.57	442.01
N-7	D/3	87,000	.99196	79.25	109.12	17,400	69,600	623.70	812.07	673.75	78,300	703.48	891.85	748.06
N-8	S	53,000	.60271	44.03	66.30	10,600	42,400	379.95	490.28	406.19	47,700	427.46	537.79	451.46

S: Simplex D: 2 bedroom Duplex D/L: 2 bedroom Duplex Loft D/3: 3 bedroom Duplex  
 See "Description of a Home" commencing at page 44  
 See Footnotes pages 13-15

THESE PRICES HAVE BEEN SET BY THE SPONSOR AND ARE NOT SUBJECT TO THE APPROVAL OF ANY GOVERNMENTAL AGENCY.

**ESTIMATED INDIVIDUAL EXPENSES FOR THE FIRST FULL YEAR AT**

SCHEDULE B

PRICES, TYPES, PERCENTAGES OF COMMON INTEREST AND

ESTIMATED INDIVIDUAL EXPENSES FOR THE FIRST FULL YEAR AT HUNTER HIGHLANDS II CONDOMINIUM

HOME NO.	MODEL	(1) PRICE	(2) % OF COMMON INTEREST	(3) MONTHLY R.E. TAX	(4) EST. MONTHLY COMMON CHARGES	(5) 2% CASH	(6) 8% MTGE.	(7) MONTHLY CHARGE 30 YRS. 10% %	(8) EST. TOTAL MONTHLY CHARGES	(9) EST. MONTHLY DEDUCTIBLE FOR INCOME TAX PURPOSES	(10) 1% CASH	(11) 8% MTGE.	(12) MONTHLY CHARGE 30 YRS. 8% %	(13) EST. TOTAL MONTHLY CHARGE	(14) MONTHLY CHARGE DEDUCTIBLE FOR INCOME TAX PURPOSES
O-1	D/L	76,000	.86639	81.01	95.30	15,200	60,800	544.84	721.15	600.34	7,600	68,400	625.69	802.00	665.26
O-2	D	74,000	.84128	74.84	92.54	14,800	59,200	530.51	697.89	580.50	7,400	66,600	609.23	776.61	643.71
O-3	D/L	74,000	.84128	76.60	92.54	14,800	59,200	530.51	699.65	582.26	7,400	66,600	609.23	778.37	645.47
O-4	D	72,000	.81617	73.96	89.78	14,400	57,600	516.17	679.91	565.96	7,200	64,800	592.76	756.50	627.46
O-5	D/L	74,000	.84128	76.60	92.54	14,800	59,200	530.51	699.65	582.26	7,400	66,600	609.23	778.37	645.47
O-6	D	72,000	.81617	73.96	89.78	14,400	57,600	516.17	679.91	565.96	7,200	64,800	592.76	756.50	627.46
O-7	D/L	76,000	.86639	81.01	95.30	15,200	60,800	544.84	721.15	600.34	7,600	68,400	625.69	802.00	665.26
O-8	D	74,000	.84128	75.28	92.54	14,800	59,200	530.51	698.33	580.94	7,400	66,600	609.23	777.05	644.15
P-1	D/L	76,000	.86639	81.01	95.30	15,200	60,800	544.84	721.15	600.34	7,600	68,400	625.69	802.00	665.26
P-2	D	74,000	.84128	74.84	92.54	14,800	59,200	530.51	697.89	580.50	7,400	66,600	609.23	776.61	643.71
P-3	D/L	74,000	.84128	76.60	92.54	14,800	59,200	530.51	699.65	582.26	7,400	66,600	609.23	778.37	645.47
P-4	D	72,000	.81617	73.96	89.78	14,400	57,600	516.17	679.91	565.96	7,200	64,800	592.76	756.50	627.46
P-5	D/L	74,000	.84128	76.60	92.54	14,800	59,200	530.51	699.65	582.26	7,400	66,600	609.23	778.37	645.47
P-6	D	72,000	.81617	73.96	89.78	14,400	57,600	516.17	679.91	565.96	7,200	64,800	592.76	756.50	627.46
P-7	D/L	76,000	.86639	81.01	95.30	15,200	60,800	544.84	721.15	600.34	7,600	68,400	625.69	802.00	665.26
P-8	D	74,000	.84128	75.28	92.54	14,800	59,200	530.51	698.33	580.94	7,400	66,600	609.23	777.05	644.15

S: Simplex D: 2 bedroom Duplex D/L: 2 bedroom Duplex Loft D/3: 3 bedroom Duplex

See "Description of a Home" commencing at page 44

See Footnotes pages 13-15

THESE PRICES HAVE BEEN SET BY THE SPONSOR AND ARE NOT SUBJECT TO THE APPROVAL OF ANY GOVERNMENTAL AGENCY.

**SCHEDULE B  
PRICES, TYPES, PERCENTAGES OF COMMON INTEREST  
AND  
ESTIMATED INDIVIDUAL EXPENSES FOR THE FIRST FULL YEAR AT  
HUNTER HIGHLANDS II CONDOMINIUM**

HOME NO.	MOBILZ	(1) PRICE	(2) % OF COMMON INTEREST	(3) MONTHLY COMMON CHARGES	(4) EST. MONTHLY COMMON CHARGES	(5) 2% CASR	(5) 3% CASR	(5) 4% CASR	(6) EST. MONTHLY CHARGE 3% YRS.	(6) EST. MONTHLY CHARGE 4% YRS.	(6) EST. MONTHLY CHARGE 5% YRS.	(7) EST. MONTHLY CHARGES DEDUCTIBLE FOR INCOME TAX PURPOSES	(8) 1% CASR	(8) 1% CASR	(8) 1% CASR	(9) EST. MONTHLY CHARGE	(9) EST. MONTHLY CHARGE	(9) EST. MONTHLY CHARGE	(10) EST. MONTHLY CHARGE
Q-1	D/3	87,000	.99196	109.12	109.12	17,400	69,600	623.70	812.07	812.07	673.75	673.75	8,700	8,700	8,700	78,300	703.48	891.85	743.06
Q-2	S	53,000	.60271	66.30	66.30	10,600	42,400	379.95	490.28	490.28	406.19	406.19	5,300	5,300	5,300	47,700	427.46	537.79	451.46
Q-3	D/3	85,000	.96685	106.35	106.35	17,000	68,000	609.36	790.55	790.55	655.67	655.67	8,500	8,500	8,500	76,500	685.53	866.72	728.27
Q-4	S	52,000	.59015	64.92	64.92	10,400	41,600	372.79	479.97	479.97	397.59	397.59	5,200	5,200	5,200	46,800	419.39	526.57	442.01
Q-5	D/3	85,000	.96685	106.35	106.35	17,000	68,000	609.36	790.55	790.55	655.67	655.67	8,500	8,500	8,500	76,500	685.53	866.72	728.27
Q-6	S	52,000	.59015	64.92	64.92	10,400	41,600	372.79	479.97	479.97	397.59	397.59	5,200	5,200	5,200	46,800	419.39	526.57	442.01
Q-7	D/3	87,000	.99196	109.12	109.12	17,400	69,600	623.70	812.07	812.07	673.75	673.75	8,700	8,700	8,700	78,300	703.48	891.85	748.06
Q-8	S	53,000	.60271	66.30	66.30	10,600	42,400	379.95	490.28	490.28	406.19	406.19	5,300	5,300	5,300	47,700	427.46	537.79	451.46
R-1	D/L	76,000	.86639	95.30	95.30	15,200	60,800	544.84	721.15	721.15	600.34	600.34	7,600	7,600	7,600	68,400	625.69	802.00	665.26
R-2	D	74,000	.84128	92.54	92.54	14,800	59,200	530.51	697.89	697.89	580.50	580.50	7,400	7,400	7,400	66,600	609.23	776.61	643.71
R-3	D/L	74,000	.84128	92.54	92.54	14,800	59,200	530.51	699.65	699.65	582.26	582.26	7,400	7,400	7,400	66,600	609.23	778.37	645.47
R-4	D	72,000	.81617	89.78	89.78	14,400	57,600	516.17	679.91	679.91	565.96	565.96	7,200	7,200	7,200	64,800	592.76	756.50	627.46
R-5	D/L	74,000	.84128	92.54	92.54	14,800	59,200	530.51	699.65	699.65	582.26	582.26	7,400	7,400	7,400	66,600	609.23	778.37	645.47
R-6	D	72,000	.81617	89.78	89.78	14,400	57,600	516.17	679.91	679.91	565.96	565.96	7,200	7,200	7,200	64,800	592.76	756.50	627.46
R-7	D/L	76,000	.86639	95.30	95.30	15,200	60,800	544.84	721.15	721.15	600.34	600.34	7,600	7,600	7,600	68,400	625.69	802.00	665.26
R-8	D	74,000	.84128	92.54	92.54	14,800	59,200	530.51	698.33	698.33	580.94	580.94	7,400	7,400	7,400	66,600	609.23	777.05	644.15

S: Simplex D: 2 bedrooms Duplex D/L: 2 bedroom Duplex Loft D/3: 3 bedroom Duplex  
 See "Description of a Home" commencing at page 44  
 See Floorplans pages 13-15

THESE PRICES HAVE BEEN SET BY THE SPONSOR AND ARE NOT SUBJECT TO THE APPROVAL OF ANY GOVERNMENTAL AGENCY.

PRICES, TYPES, PERCENTAGES OF COMMON INTEREST

SCHEDULE B

PRICES, TYPES, PERCENTAGES OF COMMON INTEREST AND

ESTIMATED INDIVIDUAL EXPENSES FOR THE FIRST FULL YEAR AT HUNTER HIGHLANDS II CONDOMINIUM

HOME NO.	MODEL	(1) PRICE	(2) % OF COMMON INTEREST	(3) MONTHLY R.E. TAX	(4) EST. MONTHLY COMMON CHARGES	(5) 3% CASH	(6) 30% MTGE.	(7) MONTHLY MTGE. CHARGE IN YRS. 18 1/2%	(8) EST. TOTAL MONTHLY CHARGE	(9) EST. MONTHLY CHANGES DEDUCTIBLE FOR INCOME TAX PURPOSES	(10) 1% CASH	(11) 30% MTGE.	(12) MONTHLY MTGE. CHARGE IN YRS. 18 1/2%	(13) EST. TOTAL MONTHLY CHARGE	(14) EST. MONTHLY CHANGES DEDUCTIBLE FOR INCOME TAX PURPOSES
S-1	D/3	87,000	.99196	79.25	109.12	17,400	69,600	623.70	812.07	673.75	8,700	78,300	703.48	891.85	748.06
S-2	S	53,000	.60271	44.03	66.30	10,600	42,400	379.95	490.28	406.19	5,300	47,700	427.46	537.79	451.46
S-3	D/3	85,000	.96685	74.84	106.35	17,000	68,000	609.36	790.55	655.67	8,500	76,500	685.53	866.72	728.27
S-4	S	52,000	.59015	42.26	64.92	10,400	41,600	372.79	479.97	397.59	5,200	46,800	419.39	526.57	442.01
S-5	D/3	85,000	.96685	74.84	106.35	17,000	68,000	609.36	790.55	655.67	8,500	76,500	685.53	866.72	728.27
S-6	S	52,000	.59015	42.26	64.92	10,400	41,600	372.79	479.97	397.59	5,200	46,800	419.39	526.57	442.01
S-7	D/3	87,000	.99196	79.25	109.12	17,400	69,600	623.70	812.07	673.75	8,700	78,300	703.48	891.85	748.06
S-8	S	53,000	.60271	44.03	66.30	10,600	42,400	379.95	490.28	406.19	5,300	47,700	427.46	537.79	451.46
T-1	D/3	87,000	.99196	79.25	109.12	17,400	69,600	623.70	812.07	673.75	8,700	78,300	703.48	891.85	748.06
T-2	S	53,000	.60271	44.03	66.30	10,600	42,400	379.95	490.28	406.19	5,300	47,700	427.46	537.79	451.46
T-3	D/3	85,000	.96685	74.84	106.35	17,000	68,000	609.36	790.55	655.67	8,500	76,500	685.53	866.72	728.27
T-4	S	52,000	.59015	42.26	64.92	10,400	41,600	372.79	479.97	397.59	5,200	46,800	419.39	526.57	442.01
T-5	D/3	85,000	.96685	74.84	106.35	17,000	68,000	609.36	790.55	655.67	8,500	76,500	685.53	866.72	728.27
T-6	S	52,000	.59015	42.26	64.92	10,400	41,600	372.79	479.97	397.59	5,200	46,800	419.39	526.57	442.01
T-7	D/3	87,000	.99196	79.25	109.12	17,400	69,600	623.70	812.07	673.75	8,700	78,300	703.48	891.85	748.06
T-8	S	53,000	.60271	44.03	66.30	10,600	42,400	379.95	490.28	406.19	5,300	47,700	427.46	537.79	451.46

S: Simplex D: 2 bedroom Duplex D/L: 2 bedroom Duplex Loft D/3: 3 bedroom Duplex  
 See "Description of a Home" commencing at page 44  
 See Enclosures pages 13-15

THESE PRICES HAVE BEEN SET BY THE SPONSOR AND ARE NOT SUBJECT TO THE APPROVAL OF ANY GOVERNMENTAL AGENCY.

**SCHEDULE B  
PRICES, TYPES, PERCENTAGES OF COMMON INTEREST  
AND  
ESTIMATED INDIVIDUAL EXPENSES FOR THE FIRST FULL YEAR AT  
HUNTER HIGHLANDS II CONDOMINIUM**

HOME NO.	MODEL	(1) PRICE	(2) % OF COMMON INTEREST	(3) MONTHLY COMMON CHARGES	(4) MONTHLY COMMON R.E. TAX	(5) MONTHLY CHARGES FOR INCOME TAX PURPOSES	(6) EST. MONTHLY CHARGE	(7) EST. MONTHLY CHARGE	(8) EST. MONTHLY CHARGE	(9) EST. MONTHLY CHARGE	(10) EST. MONTHLY CHARGE	(11) EST. MONTHLY CHARGE	(12) EST. MONTHLY CHARGE
				3% CASH	3% CASH	3% CASH	3% CASH	3% CASH	3% CASH	3% CASH	3% CASH	3% CASH	3% CASH
U-1	D/L	76,000	.86639	102.20	15,200	60,800	544.84	728.05	600.34	7,600	68,400	625.69	808.90
U-2	D	74,000	.84128	99.45	14,800	59,200	530.51	704.80	580.50	7,400	66,600	609.23	783.52
U-3	D/L	74,000	.84128	99.45	14,800	59,200	530.51	704.80	580.50	7,400	66,600	609.23	783.52
U-4	D	72,000	.81617	96.68	14,400	57,600	516.17	686.81	565.96	7,200	64,800	592.76	763.40
U-5	D/L	74,000	.84128	99.45	14,800	59,200	530.51	704.80	580.50	7,400	66,600	609.23	783.52
U-6	D	72,000	.81617	96.68	14,400	57,600	516.17	686.81	565.96	7,200	64,800	592.76	763.40
U-7	D/L	76,000	.86639	102.20	15,200	60,800	544.84	728.05	600.34	7,600	68,400	625.69	808.90
U-8	D	74,000	.84128	99.45	14,800	59,200	530.51	704.80	580.50	7,400	66,600	609.23	783.52
Y-1	D/3	91,000	1.04218	114.64	18,200	72,800	652.38	846.27	701.08	9,100	81,900	749.18	943.07
Y-2	S	55,000	.62782	69.00	11,000	44,000	394.30	507.39	419.86	5,500	49,500	452.81	565.90
Y-3	D/3	89,000	1.01707	74.84	17,800	71,200	638.04	824.76	681.29	8,900	80,100	732.72	919.44
Y-4	S	54,000	.61526	67.68	10,800	43,200	387.14	497.08	411.26	5,400	48,600	444.57	554.51
Y-5	D/3	89,000	1.01707	74.84	17,800	71,200	638.04	824.76	681.29	8,900	80,100	732.72	919.44
Y-6	S	54,000	.61526	67.68	10,800	43,200	387.14	497.08	411.26	5,400	48,600	444.57	554.51
Y-7	D/3	91,000	1.04218	114.64	18,200	72,800	652.38	846.27	701.08	9,100	81,900	749.18	943.07
Y-8	S	55,000	.62782	69.06	11,000	44,000	394.30	507.39	419.86	5,500	49,500	452.81	565.90

S: Simplex D: 2 bedroom Duplex D/L: 2 bedroom Duplex Left D/R: 3 bedroom Duplex  
See "Description of a Home" annexed at page 44

See Footnotes pages 13-15

THESE PRICES HAVE BEEN SET BY THE SPONSOR AND ARE NOT SUBJECT TO THE APPROVAL OF ANY GOVERNMENTAL AGENCY.

**SCHEDULE B**  
**PRICES, TYPES, PERCENTAGES OF COMMON INTEREST**  
**AND**  
**ESTIMATED INDIVIDUAL EXPENSES FOR THE FIRST FULL YEAR AT**  
**HUNTER HIGHLANDS II CONDOMINIUM**

HOME NO.	MODEL	(1) PRICE	(2) % OF COMMON INTEREST	(3) MONTHLY R.E. TAX	(4) EST. MONTHLY COMMON CHARGES	(5) 20% CASH	(5) 10% MTGE.	(5) 10% MTGE.	(5) 10% MTGE.	(6) EST. MONTHLY CHARGE	(7) EST. MONTHLY CHARGES DEDUCTIBLE FOR INCOME TAX PURPOSES	(8) 10% CASH	(8) 10% MTGE.	(9) MONTHLY NET. CHARGE IN YRS. 1978-79	(9) TOTAL MONTHLY CHARGE	(10) EST. MONTHLY CHARGES DEDUCTIBLE FOR INCOME TAX PURPOSES
W-1	D/L	81,000	.92918	81.01	102.20	16,200	64,800	590.69	763.90	763.90	634.51	8,100	72,900	666.85	850.06	703.69
W-2	D	79,000	.90406	74.84	99.45	15,800	63,200	566.35	740.64	740.64	614.67	7,900	71,100	650.39	824.68	682.15
W-3	D/L	75,000	.90406	76.60	99.45	15,800	63,200	566.35	742.40	742.40	616.43	7,900	71,100	650.39	824.68	682.15
W-4	D	77,000	.87895	73.96	96.68	15,400	61,600	552.01	722.65	722.65	600.12	7,700	69,300	633.92	804.56	665.86
W-5	D/L	79,000	.90406	76.60	99.45	15,800	63,200	566.35	742.40	742.40	614.67	7,900	71,100	650.39	824.68	682.15
W-6	D	77,000	.87895	73.96	96.68	15,400	61,600	552.01	722.65	722.65	600.12	7,700	69,300	633.92	804.56	665.86
W-7	D/L	81,000	.92918	81.01	102.20	16,200	64,800	580.69	763.90	763.90	634.51	8,100	72,900	666.85	850.06	703.69
W-8	D	79,000	.90406	75.28	99.45	15,800	63,200	566.35	740.64	740.64	614.67	7,900	71,100	650.39	824.68	682.15
X-1	D/3	91,000	1.04218	79.25	114.64	18,200	72,800	652.38	846.27	846.27	701.08	9,100	81,900	749.18	943.07	778.81
X-2	S	55,000	.62782	44.03	69.00	11,000	44,000	394.30	507.39	507.39	419.86	5,500	49,500	452.81	565.90	466.84
X-3	D/3	89,000	1.01707	74.84	111.88	17,800	71,200	638.04	824.76	824.76	681.29	8,900	80,100	732.72	919.44	739.03
X-4	S	54,000	.61526	42.26	67.68	10,800	43,200	387.14	497.08	497.08	411.26	5,400	48,600	444.57	554.51	457.39
X-5	D/3	89,000	1.01707	74.84	111.88	17,800	71,200	638.04	824.76	824.76	681.29	8,900	80,100	732.72	919.44	739.03
X-6	S	54,000	.61526	42.26	67.68	10,800	43,200	387.14	497.08	497.08	411.26	5,400	48,600	444.57	554.51	457.39
X-7	D/3	91,000	1.04218	79.25	114.64	18,200	72,800	652.38	846.27	846.27	701.08	9,100	81,900	749.18	943.07	778.81
X-8	S	55,000	.62782	44.03	69.06	11,000	44,000	394.30	507.39	507.39	419.86	5,500	49,500	452.81	565.90	466.84

S: Simplex D: 2 bedroom Duplex D/L: 2 bedroom Duplex Loft D/3: 3 bedroom Duplex  
 See "Description of a Home" commencing at page 44  
 See Footnotes pages 13-15

THESE PRICES HAVE BEEN SET BY THE SPONSOR AND ARE NOT SUBJECT TO THE APPROVAL OF ANY GOVERNMENTAL AGENCY.



**SCHEDULE B  
PRICES, TYPES, PERCENTAGES OF COMMON INTEREST  
AND  
ESTIMATED INDIVIDUAL EXPENSES FOR THE FIRST FULL YEAR AT  
HUNTER HIGHLANDS II CONDOMINIUM**

HOME NO.	MODEL	(1) PRICE	(2) % OF COMMON INTEREST	(3) MONTHLY R.E. TAX	(4) EST. MONTHLY COMMON CHARGES	(5) 2% CASH	(6) 1% CASH	(7) EST. MONTHLY CHARGES DEDUCTIBLE FOR INCOME TAX PURPOSES	(8) MONTHLY CHARGE 30 YRS. 10 1/2%	(9) EST. TOTAL MONTHLY CHARGE	(10) EST. MONTHLY CHARGES DEDUCTIBLE FOR INCOME TAX PURPOSES
Y-1	D/L	81,000	.92918	81.01	102.20	16,200	8,100	634.51	580.69	763.90	703.69
Y-2	D	79,000	.90406	74.84	99.45	15,800	7,900	614.67	566.35	740.64	682.15
Y-3	D/L	79,000	.90406	76.60	99.45	15,800	7,900	616.43	566.35	742.40	682.15
Y-4	D	77,000	.87895	73.96	96.68	15,400	7,700	600.12	552.01	722.65	665.86
Y-5	D/L	79,000	.90406	76.60	99.45	15,800	7,900	614.67	566.35	742.40	682.15
Y-6	D	77,000	.87895	73.96	96.68	15,400	7,700	600.12	552.01	722.65	665.86
Y-7	D/L	81,000	.92918	81.01	102.20	16,200	8,100	634.51	580.69	763.90	703.69
Y-8	D	79,000	.90406	75.28	99.45	15,800	7,900	614.67	566.35	740.64	682.15

S: Simplex D: 2 bedroom Duplex D/L: 2 bedroom Duplex Loft D/1: 3 bedroom Duplex  
See "Description of a Home" commencing at page 44  
See Footnotes pages 13-15

THESE PRICES HAVE BEEN SET BY THE SPONSOR AND ARE NOT SUBJECT TO THE APPROVAL OF ANY GOVERNMENTAL AGENCY.

## FOOTNOTES TO SCHEDULE B

(1) The sales prices cannot be increased above the amounts set forth without a duly filed amendment to this Plan. Prices do not include optional extras set forth in Schedule G, Page 106.

(2) The percentage of common interest for each home has been determined by the Sponsor based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the home, the availability of common elements for exclusive or shared use, and the overall dimensions of the particular home. (See page 47 ).

(3) Real estate tax estimates are based upon assessed values of homes as fixed by the Assessor of the Town of Hunter as adjusted by an equalization rate of 50% for the Town of Hunter. The 1979 County and Town tax rate is \$ 43.11 per \$1,000 of assessed value and the School tax rate for the period July 1, 1979 through June 30, 1980 is \$62.551 per \$1,000 of assessed value.

(4) Common charges have been estimated by the Sponsor and include fire insurance for the common elements and liability insurance for accidents occurring on the common elements, refuse collection, water and sewer charges, landscape maintenance and maintenance and operation of the common

elements (see Schedule C, page ). Common charges do not include repair and decoration of the inside of homes, fire insurance for the homes themselves and personal belongings within the homes, liability insurance for accidents occurring within the homes, or electricity for the homes. For the estimated cost of heating the homes with electrical heat see Schedule E, page 90. In the event the Sponsor includes fewer than one hundred and twenty homes in the Condominium, estimated common charges may be increased slightly due to the loss of economies available to a larger condominium.

(5) Based upon a first mortgage of 80% of the above purchase prices obtained by qualified purchasers from West Side Federal Savings and Loan Association of New York City and including principal and interest at the rate of 10% for thirty (30) years, self-liquidating. Although the maximum legal rate of interest is presently 10%, it may be increased by  $\frac{1}{4}$ % quarter annually under existing law. See page for the effect of such increase.

(6) Total of estimated real estate taxes, common charges and interest and amortization on an 80%, 30 year, self liquidating mortgage, at 10 $\frac{1}{4}$ % interest.

(7) Estimate is for first month. Subject to increase or decrease as mortgage interest payments decrease and real estate taxes change. Amortization (a non-deductible item) of the mortgage (equity in the home) increases and interest

Paragraph 11 (page 175). "The Purchaser agrees that all terms and provisions of this contract are and shall be subject and subordinate to the lien of any building loan mortgage heretofore or hereafter made and any advances heretofore or hereafter made thereon, and any payments or expenses already made or incurred or which may hereafter be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof without the execution of any further legal documents by the Purchaser. This subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with the building loan schedule of payments or accelerated thereunder by virtue of the lender's rights to make advances before they become due in accordance with the schedule of payments."

(d) The Sponsor's acknowledgement contained in the deed (Schedule O, page 188 of the Plan) is amended by substituting the following:

"STATE OF NEW YORK        )  
                                  )ss.:  
COUNTY OF GREENE        )

On the            day of            , 1980, before me came ROBERT KALLMAN to me known, who, being by me duly sworn; did depose and say that he resides at Hunter Highlands, Hunter, New York; that he is the President of BEACON BROKERAGE CORP.; that BEACON BROKERAGE CORP. is the general partner of HUNTER HIGHLANDS, the New York limited partnership described in and which executed the above instrument; that BEACON BROKERAGE CORP. is authorized to execute such instruments on behalf of the partnership; and that he is authorized to execute such instruments on behalf of said Corporation; 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

## 2. Incorporation of Plan

The Plan, as modified and supplemented hereby, is incorporated herein by reference with the same effect as if set forth at length.

## 3. Definitions

All terms used in this Amendment shall have the same meanings as ascribed thereto in the Plan.

4. No Material Changes

Except as set forth in this Amendment, there have been no material changes in the Plan.

Dated: Hunter, New York  
June 30, 1980

HUNTER HIGHLANDS

Sponsor

SCHEDULE C-1

ESTIMATE OF OPERATING BUDGET FOR FIRST YEAR  
OF OPERATION OF HUNTER HIGHLANDS II CONDOMINIUM  
AS A 64 HOME CONDOMINIUM\*

Income from Common Charges . . . . .	\$72,500.00	
Snow Removal (1). . . . .	\$ 9,900.00	
Insurance (2) . . . . .	15,500.00	
Sewage Charges (3). . . . .	11,500.00	
Water Charges (4) . . . . .	2,400.00	
Refuse Collection (5) . . . . .	2,400.00	
Exterior Painting and Staining (6) . .	3,200.00	
Electricity (7) . . . . .	5,800.00	
Managing Agent's Fee (8). . . . .	6,400.00	
Telephone (9) . . . . .	1,100.00	
Landscape Maintenance (10) . . . . .	3,200.00	
Repairs and Maintenance (11). . . . .	4,400.00	
Exterminating (12). . . . .	800.00	
Office and Miscellaneous Supplies . . .	500.00	
Legal Fees (13) . . . . .	1,000.00	
Accounting Fees (14) . . . . .	2,500.00	
Reserve for Contingencies . . . . .	<u>2,000.00</u>	
Total Common Expenses . . . . .	\$72,500.00	

\* Only in the event Sponsor elects to proceed with Section 1 alone. (See "Sponsor's Option to Reduce the Size of the Condominium", page 32 ). See Footnotes to Schedule C-1, page 23.

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## FOOTNOTES TO SCHEDULE C-1

(1) Provides for snow removal, sanding and salting or parking areas and walks based upon a snow accumulation of 105 inches during the 1978/79 season, which was above average.

(2) Includes \$1,000,000.00 liability insurance covering all claims against the Condominium for bodily injury and property damage arising out of one occurrence. Fire and extended coverage insurance is based upon for Section 1.

(3) Payments will be made to Hunter Pollution Control Corp. (see pages 34-36) and is based upon use of sewage treatment system only by the Condominium home owners and Hunter Highlands condominium home owners and includes labor (a Class 2A waste water treatment plant operator--\$8,800.00 per year), electricity (\$5,100.00 per year), chemicals for plant operation (\$2,000.00 per year), sludge hauling (\$2,000.00 per year), maintenance, lab supplies and repairs (\$2,000.00 per year), fuel for heating the filter building (\$500.00 per year), telephone (\$600.00 per year), insurance (\$6,500.00 per year), office expense (\$2,900.00 per year), accounting (\$1,000.00 per year), and real estate taxes (\$850.00 per year). Estimate is based upon a usage of 75 gallons per day per person assuming two persons per bedroom, pro-rated for seasonal, second home use and upon the actual expenses incurred for operation of the system between August 1, 1978 and July 31, 1979.

Future rates will be subject to control by the New York State Public Service Commission.

(4) Payments will be made to Hunter Water Supply Corp. based upon metered usage. Estimate is based upon a yearly average of 6,400 gallons per day for Section 1. Rate will be subject to control by the New York State Public Service Commission.

(5) Provides for refuse collection two times each week of the year.

(6) Provides for painting and staining of exterior of buildings based upon a four year schedule at a cost of \$1,500 per building, plus a reserve.

(7) Includes lighting of common areas.

(8) A one year management agreement will be entered into by the Board of Managers with Richard Thompson, residing in Hunter Highlands G-8, as managing agent which will be cancellable upon 90 days written notice by either party. The managing agent shall be responsible for billing and collecting common charges, purchasing supplies, maintenance of the Condominium books and records, engaging contractors for repair of the common elements and generally performing the duties of a managing agent of residential property (see page 83). A copy of such contract will be available for inspection at the office of the Sponsor upon execution thereof.

(9) For use by managing agent.



(10) Based upon a four month season at \$600.00 per month.

(11) Includes repair and maintenance of parking areas, walks, exterior steps and other common elements.

(12) Provides for exterminating around exterior of buildings and common areas as required.

(13) Provides for legal contingency fund.

(14) Provides for preparation of annual statements.

No contracts have been entered into for any of the services and expenses set forth in Schedule C-1. Expenses have been estimated based upon a review and analysis of engineering reports, utility company letters, estimates and proposals by contractors, statements by others as to existing conditions, and actual expenses incurred by Hunter Highlands Condominium from August 1, 1978 to July 31, 1979.

**LETTER OF ADEQUACY**

**KAUFMAN REALTY CORPORATION  
450 SEVENTH AVENUE  
NEW YORK, N.Y. 10001**

July 3, 1979

**HUNTER HIGHLANDS CONDOMINIUM  
Hunter, New York 12442**

Gentlemen:

We have prepared for inclusion in the Plan of Condominium Ownership of Hunter Highlands II a schedule of estimated receipts and expenses for the first year of Condominium operation. This letter also may be included in said Plan.

In our opinion, the estimates are reasonable and adequate under existing circumstances, and the estimated receipts shown therein will be sufficient to meet the normal anticipated operating expenses of such first year. However, because of the possibility of unforeseeable changes in the economy, in increase or decrease in expenses of operation, our estimates are not intended to be taken as representations, guaranties or warranties of any kind whatsoever, or as any assurance that the actual expenses or income of the Condominium for any period of operation may not vary from the amounts shown, or that the Condominium may not incur additional expenses, or that your Board of Managers may not provide for reserves not reflected in such schedule, or that the annual common charges for any period may not vary from the amounts shown therein. It may be expected, based on current trends, that such items as fuel costs, maintenance, repair, labor and other related expenses will change in the future. In this regard we point out, by way of illustration, that recent fuel and power costs have escalated beyond previously foreseeable limits. Such costs may well continue to increase. It is dubious they have already reached maximum levels and will probably increase in the future. In summation, there can be no definitive position taken with respect to the question of future operational expenses. Our estimates are based upon a review and analysis of en-

gineering reports, utility company letters, estimates and proposals by contractors, and also based upon our own knowledge of existing conditions at Hunter Highlands and elsewhere.

The undersigned president of Kaufman Realty Corporation has been engaged in the real estate field for approximately twenty years. Kaufman Realty Corporation owns and/or manages upwards of forty apartment buildings (including co-operatives), office buildings and other commercial properties in the metropolitan New York and New Jersey area.

Kaufman Realty Corporation has no relationship with the Sponsor of the Condominium and anticipates no relationship in the future.

Very truly yours,

KAUFMAN REALTY  
CORPORATION

s/ GEORGE S. KAUFMAN

By .....  
GEORGE S. KAUFMAN, *President*

GSK:ds

## INCOME TAX OPINION

## BARON &amp; GLEICH

ATTORNEYS AT LAW

11 MIDDLE NECK ROAD

GREAT NECK, NEW YORK 11021

516 - 482-4430

Hunter Highlands  
Hunter, New York 12442

Nov. 15, 1979

Re: Hunter Highlands II Condominium

Gentlemen:

Under the provisions of Sections 164 and 163 of the Internal Revenue Code of 1954 as amended, and Section 613 of the New York State Tax Law, each home owner will be entitled to deduct from his gross income for federal and New York State income tax purposes the real estate taxes assessed against his home and paid by him, and the amount paid on account of interest on any mortgage indebtedness covering his home. No opinion is expressed as to the effect of either federal or New York State income tax laws regarding tax preference or minimum tax on the foregoing deductions or on the home owner's income tax liability. It is suggested that home owners consult their respective tax counsel for advise regarding tax preference items or minimum tax.

Pursuant to Section 528 of the Internal Revenue Code, membership dues, fees and assessments (common charges) paid by the home owners to the Condominium management association will not be taxed as income to the Condominium. However, other income received by the Condominium, if any, in excess of operating expenses, will be deemed to be taxable income to the Condominium, and may be required to be included by the home owners in their individual tax returns as taxable income to them.

No warranty is made, nor can any representation be made, that the United States Treasury Department or the New York State Department of Taxation and Finance will allow the exemptions, and neither the Sponsor nor the undersigned, as attorney for the Sponsor, shall in any event be liable if, for any reason, it shall be determined that the Condominium does not, or at any time in the future, ceases to meet the requirements of said provisions of law or any amendments thereof.

Each home owner's proportionate share of other income received by the Board of Managers, including income, if any, from the sale or leasing of homes owned by the Board of Managers or its designee on behalf of all home owners will either be includable by the individual home owners as taxable income for federal and New York State income tax purposes, or the Condominium itself may be taxed.

The undersigned has prepared the Offering Plan. However, the undersigned has not passed upon the real estate tax and assessment figures contained in the Offering Plan or upon the estimated budget appearing in the Offering Plan or upon any other estimated figures contained therein, including, without limitation, the maximum amount of real estate taxes and interest on mortgages which any unit owner will be entitled to deduct for federal and New York State income tax purposes.

This letter may be made a part of the Offering Plan.

Very truly yours,

BARON & GLEICH

By s/ Robert P. Baron

.....  
Robert P. Baron

## DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

The Condominium is the second phase of development of the Sponsor's property located at Hunter Drive and Highlands Lane, off County Route 83, Greene County, Town of Hunter and State of New York, which originally consisted of 88.595 acres. In the first phase of development, known as Hunter Highlands and consisting of 7.179 acres, the Sponsor completed and converted to condominium ownership, 79 homes which had been substantially constructed by Snyder-Westerland of Hunter, Inc., a former owner of the property, prior to the Sponsor acquiring title. The Sponsor, thereafter, constructed the sewage disposal and water systems (see pages 34-37 ), completed construction of the buildings and site work and conveyed title to all 79 homes. The Condominium will not be part of Hunter Highlands but will be a separate and distinct Condominium to be known as Hunter Highlands II and will have its own by-laws and Board of Managers.

The Condominium will consist of approximately 12.352 acres (Sections 1 and 2) if all 120 homes are built, or approximately 7.798 acres (Section 1) if only 64 homes are build. The Condominium, if fully developed, will consist of 120 homes located in 15 three story buildings (the "Buildings"). Each of the buildings will contain 8 homes as follows: 8 two bedroom duplex homes; or 4 three bedroom duplex homes and 4 one bedroom simplex homes. The Sponsor reserves

the right to increase or decrease the number of three bedroom and one bedroom homes by a corresponding increase or decrease in the number of two bedroom homes in any building but not after a Purchase Agreement has been executed and is in effect for the sale of a home in that building.

In the event of an increase in the number of one and three bedroom homes, the aggregate per cent of common interest of each newly created one bedroom home and newly created three bedroom home above, will equal the per cent of common interest of the two former two bedroom homes they replace, with 62% thereof being allocated to the three bedroom home and 38% thereof being allocated to the one bedroom home. Similarly, in the event of an increase in the number of two bedroom homes, the aggregate per cent of common interest of the two newly created two bedroom home will equal the per cent of common interest of the one and three bedroom homes they replace. In no event will the per cent of common interest of any home not changed be affected.

While the Sponsor presently intends to include both Sections 1 and 2 in the Condominium, and while the provisions of the Plan reflect this intention, the Sponsor reserves the right to include, at its sole option, only Section 1. See "Sponsor's Option to Reduce the Size of the Condominium" at page 32.

The homes and common elements will be constructed substantially as set forth in the Building Plans approved by the Town of Hunter and any amendments thereto, which amendments will not contain any changes which will materially adversely affect a home owner. For a detailed description of the homes and common elements, see Schedule F, page 92.

The Sponsor will attempt to alleviate drainage problems, if any, resulting from the Condominium being located on the side of a ski mountain, by grading, installation of pipe under roads and parking areas, construction of ditches, creation of a sedimentation pond to collect and control surface water runoff or by other approved methods.

#### SPONSOR'S OPTION TO REDUCE THE SIZE OF THE CONDOMINIUM

Although the Sponsor intends to construct 120 homes in two sections as shown on the Schedule A, Site Plan, it may choose not to include Section 2 in the Condominium. The Sponsor has the option to limit the development and size of the Condominium to 64 homes, if only Section 1 is included. In the event that the Sponsor includes only Section 1 in the Condominium, then the land encompassing the Condominium will only be the land delineated on Schedule A as comprising Section 1. In the event that the Sponsor decides to include only Section 1 in the Condominium, it will serve notice of its election to do so upon all purchasers of the homes by duly filed amendment within 18 months after



the initial date of this Plan. Such notice will be sent to all purchasers within 30 days after the recording of the Declaration establishing the Condominium.

The Common Interest appurtenant to each home, based upon the alternative size of the Condominium as a 120 home condominium or a 64 home condominium are set forth in Schedules B and B-1 which also contain the estimated monthly carrying charges for each home. In the event that the Sponsor decides not to include Section 2 as part of the Condominium, then the Declaration, as recorded, will omit all references to the land and improvements, including the homes, contained in Section 2.

In the event that the Sponsor decides not to include Section 2 in the Condominium:

(a) the Condominium will consist of 64 homes located in Section 1, and the land and homes set forth in Schedule A as comprising Section 2 will not constitute any portion of the Condominium;

(b) all Purchase Agreements covering homes in Section 2 will be cancelled and all moneys paid thereunder refunded without interest;

(c) the common interest appurtenant to each home will be those described in Schedule B-1;

(d) all references to Section 2 will be deleted from this Plan, the Declaration and the By-Laws by appropriate amendment.

## SEWAGE DISPOSAL SYSTEM

On March 14, 1976, West Side Federal Savings & Loan Association of New York City ("West Side Federal"), the prior owner of the land upon which the Condominium lies, filed an application for a State Pollutant Discharge Elimination System ("SPDES") permit with the New York State Department of Environmental Conservation (the "D.E.C.") for the discharge of treated sewage from the Condominium and adjoining property into Shanty Hollow Brook which flows into the Schoharie Creek. On December 22, 1976 the D.E.C. rendered a decision permitting construction of a sewage treatment plant, with an 80,000 gallon per day treatment capacity, in accordance with plans and specifications prepared by Dr. Richard Briller, P.E., of Entech Corporation, Dumont, New Jersey. A SPDES permit was thereafter issued allowing the treated sewage to be discharged into the Shanty Hollow tributary of the Schoharie Creek. Upon acquiring title from West Side Federal, the Sponsor constructed the sewage system under the supervision of Dr. Briller and which system, to the extent required for use by Hunter Highlands Condominium, has been completed and approved for use by the New York State Health Department.

Prior to the closing of title to any home in the Condominium, the capacity of the sewage system will be increased to accommodate the sewage of the Condominium in accordance with the decision of the D.E.C. and will be approved

by the New York State Health Department for use by the Condominium.

The sewage system has been in use by Hunter Highlands since July, 1978 and is being operated and maintained by Highlands Pollution Control Corp., a sewage works corporation created pursuant to Articles 1 and 10 of the Transportation Law of the State of New York. The Sponsor is the sole stockholder of said corporation and Robert Kallman (the President of the general partner of the Sponsor) and Richard Thomson (managing agent of the Sponsor) are its officers and directors.

At the present time Hunter Highlands home owners are the only users of this system. The cost of the operation and maintenance of the sewage system is borne by the users thereof with the cost per user expected to decrease as the system acquires additional users. Condominium home owners will not be billed directly inasmuch as the sewage charges will be paid as one of the common charges. For the anticipated sewage charges during the first year of operation of the Condominium, see Schedule C, page 18 and Schedule C-1, page 22.

At present, the decision of the D.E.C. will permit use of the sewage system only by the Condominium, by Hunter Highlands Condominium and by a lodge hereafter constructed on Sponsor's remaining land (see page 38). Any other use will require prior application to and approval by the D.E.C. The sewage system may be run at a profit, but only in such amount as may be fixed by the Public Service Commission or

other governmental agencies having jurisdiction thereof at any time. Charges may also be made to others (but not to the Condominium home owners) for the right to connect to the sewage system as a result of which the Sponsor or principals of the Sponsor may derive a profit. The Sponsor or principals of the Sponsors may also derive a profit as the result of a sale or transfer of their interest in the sewage system, which sale or transfer shall be only to a financially responsible person or entity competent to operate and maintain the sewage system.

The New York State Health Department will maintain continuing jurisdiction over the sewage disposal system. A complete copy of the decision of the D.E.C. dated December 22, 1976 is available for inspection at the office of the Sponsor.

#### WATER SUPPLY SYSTEM

On April 2, 1976 West Side Federal filed an application with the D.E.C. for the development of a public water supply system to service the Condominium and adjoining property. The D.E.C.'s decision dated December 22, 1976 also granted permission for the use of up to 80,000 gallons of underground water per day. The Sponsor has since constructed a water supply system which has been tested and found to meet the quality and quantity standards of the New York State Health Department, and which has approved it for use.

The system, which has furnished all of the water used by Hunter Highlands since July, 1978, and which will furnish all of the water to be used by the Condominium, will be transferred to Hunter Water Supply Corporation which provides the water used by the Hunter Ski Center (and has common ownership interests therewith) in addition to other Hunter areas. Individual water meters for each building in the Condominium and master meters on all sources of supply will be installed to measure water pumped into the system and for which payments will be made to Hunter Water Supply Corporation as one of the common charges, in such amount as may be fixed by the Public Service Commission or other governmental agencies having jurisdiction thereof, from time to time. The estimated cost of water for the first year of operation of the Condominium is set forth in Schedule C, page 18, and Schedule C-1, page 22. The New York State Health Department will also maintain continuing jurisdiction over the water supply system.

#### AUTOMOBILE PARKING

The Condominium will contain not less than one hundred ninety-two parking spaces for full size automobiles as part of the common elements. Parking spaces will not be assigned but will be available on a first come, first served basis.

## SPONSOR'S FUTURE DEVELOPMENT

The Condominium comprises approximately 12.352 acres (or 7.798 acres if Section 2 is not included in the Condominium) out of the remainder of approximately 81.416 acres owned by the Sponsor (see Overall Area Plan at page 40). Although the Sponsor cannot make any representation at the present time as to the development of its remaining land, the Sponsor anticipates the construction of a 75 to 150 room lodge with restaurant and bar facilities. Home sites for "A" frame or chalet type homes is also a possibility. Since future development will depend upon future economic conditions and other considerations, the foregoing is not intended as a representation that any particular structures or improvements or types of structures or improvements will or will not be built on the Sponsor's remaining land. However, the decision of the D.E.C. permitting construction of the water and sewer systems, requires that the character of the area be maintained, with the felling of trees limited to construction and roadway areas and areas not used for development allowed to remain in their natural state.

It is the Sponsor's present intention to build or cause to be built upon a portion of the Sponsor's remaining land not less than four tennis courts and a swimming pool approximately 60 feet by 30 feet (or equivalent area) which

will be available for use by the Condominium home owners and others, no later than August 1, 1981, on a voluntary, first come, first served basis, upon payment of annual or daily rates to be fixed, from time to time, by the then owners or lessees of the facilities. Such tennis and pool facilities will be limited in use to not more than 275 members plus their families and guests with the Condominium home owners and the home owners of Hunter Highlands being given the first right to membership up to March 1st of each year. The Sponsor reserves the right to expand the facilities to accommodate additional members.

There shall be no obligation on the part of any home owner to subscribe for pool or tennis membership and neither the home owners nor the Board of Managers shall have any obligations with respect to the pool or tennis facilities, which shall continue to be owned by the Sponsor, its successors or assigns, and shall not be owned by the Condominium.

Schedule D below sets forth the Condominium and the adjoining property, including the anticipated use of Sponsor's remaining land as set forth above.

NO BOND OR OTHER FORM OF SECURITY HAS BEEN FURNISHED TO SECURE PERFORMANCE OF THE ABOVE BY THE SPONSOR.

**SCHEDULE D  
OVERALL AREA PLAN**

HUNTER SKI BOWL

AREA OF PROPOSED  
LIFT & TRAIL



SPONSOR'S  
OTHER LAND

21.16 ACRES

STATE FOREST

**LEGEND**  
HUNTER HIGHLANDS I EXISTING BUILDINGS □  
HUNTER HIGHLANDS II BUILDINGS ■



NOTE: LOCATIONS OF HUNTER MOUNTAIN  
SKI AREA FACILITIES ARE APPROXIMATELY  
AS SHOWN.

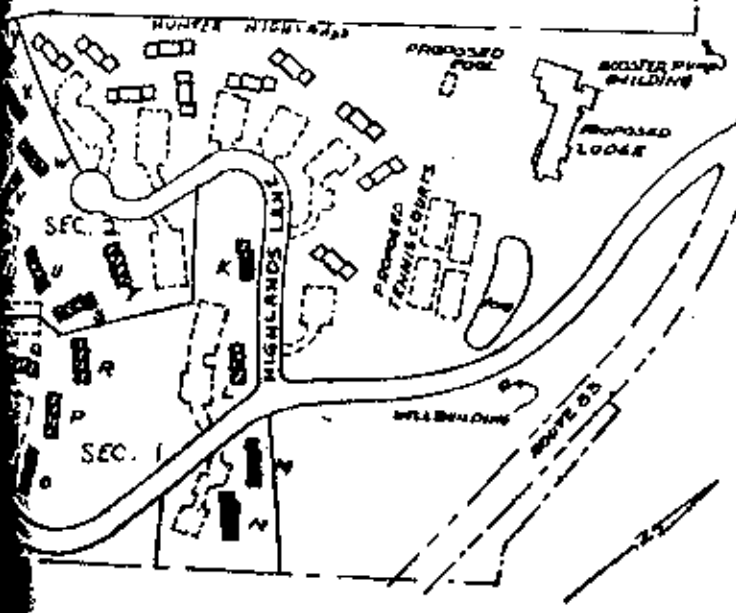
HUNTER MOUNTAIN  
SKI AREA  
BASE LOCK

HUNTER MOUNTAIN  
SKI AREA ENTRANCE

SHANTY HOLLOW  
BROOK

EXISTING  
LIFTS & TOWS

LOW-RISE  
RESIDENTIAL  
PLANTY



SHANTY CREEK ROAD

### POLICE AND FIRE PROTECTION

In addition to the Town of Hunter Police, New York State Police serve the entire area, with a complement of State Troopers maintained at a sub-station in Leeds, New York, approximately ten miles from the Condominium. The Village of Hunter has a volunteer fire department located approximately one mile from the Condominium. Additional fire fighting equipment and an emergency rescue squad are located in Tannersville, approximately three miles away.

### TRANSPORTATION

Trailways Bus System provides public bus service from Oneonta to New York City which stops in the Village of Hunter, approximately one-half mile from the Condominium. Public school buses also serve the area.

### SHOPPING

A full range of consumer services is available in Catskill, approximately fourteen miles from the Condominium. Smaller shops are located in the Village of Hunter approximately one mile away and in Tannersville, approximately three miles away.

### MEDICAL, EDUCATIONAL AND RELIGIOUS FACILITIES

Memorial Hospital of Green County is located in Catskill, approximately fourteen miles from the Condominium.

Hunter-Tannersville Central School (kindergarden through 12th grade) is approximately one mile from the Condominium, with Windham-Ashland-Jewett High School being approximately nine miles away. The private St. Patrick's Elementary School and St. Patrick's Central Catholic High School are located in Catskill, approximately fourteen miles away. No representation is made that children of home owners will be able to attend any particular school.

Houses of worship of most major denominations are located in the vicinity of the Condominium, with the following within a radius of approximately ten miles from the Condominium:

St. Mary's Catholic Church in Hunter Village,  
1/2 mile;  
Trinity Episcopal Church in Ashland, 10 miles;  
Latvian Lutheran Church of N.Y. in Elka Park,  
3 miles; and  
Congregation Anshi Hoshoran Temple in Tannersville,  
3 miles.

#### RECREATIONAL FACILITIES AND PLACES OF INTEREST

The Condominium is situated adjacent to Hunter Mountain Ski Bowl, one of the major skiing areas in the east and which boasts of a 1,600 foot vertical drop, snow making on 95% of its 32 miles of slopes and trails, one triple chair lift, one Pony lift and two rope tows, with slopes designed for beginners through top experts. Lift tickets may be purchased on a daily or seasonal basis.

Two eighteen hole and five nine hole golf courses are located within a radius of approximately fourteen miles, with daily and seasonal rates presently available. Two private marinas are also located in Catskill, approximately fourteen miles away.

Tennis courts and a swimming pool will also be available to home owners (see page 38).

The Catskill Game Farm, located on Route 32, is approximately ten miles away. Carson City, a replica of a western frontier town, is located near the Catskill Game Farm on Route 32. Movie theatres are located in Catskill, Hunter, Windham and Cairo.

#### DESCRIPTION OF A HOME

Each home consists of the area contained within the horizontal boundaries of the exterior surface of the sheetrock of the outside walls of the building and exterior surface of the sheetrock of the walls separating such home

from the adjoining homes and within the vertical boundaries of the top of the floor to the exterior surface of the sheetrock of the ceiling.

There are four styles of homes: a one bedroom simplex; a two bedroom duplex; a two bedroom duplex loft which contains a loft (mezzanine) reached by a wall ladder; and a three bedroom duplex loft. Also included, as "limited common elements" appurtenant to each duplex home, are the front and rear balconies adjoining that home. As limited common elements, such balconies and land strips may be used solely by the owners of the homes to which they are appurtenant and only in accordance with the rules and regulations established by the Board of Managers from time to time. Such limited common elements shall be maintained by the Board of Managers and the cost of such maintenance will be a part of the common charges. For a more detailed description of homes to be conveyed, see Schedule F, page 92 and Schedule H, page 107.

#### COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

The common elements, other than the "limited common elements" referred to above, consist of all portions of the Condominium other than the homes as described above, including, but not limited to the following: outside walls and roofs of the buildings; all land (including the land under the buildings); the front and rear balconies of the duplex homes (which will be limited common elements as described above); all utilities and pipe lines and materials located outside of the homes; the driveways and parking areas;

pedestrian walkways; and all other parts of the Condominium intended for the common use of all home owners or necessary or convenient for the existence, maintenance or safety of the Condominium. No changes will be made to the common elements without the consent of the Board of Managers.

#### USE OF HOMES

Homes must be used only for residential occupancy by no more than four (4) adults per simplex home or six (6) adults per duplex home, each together with any number of their children (including adopted and foster children). Occupancy of a home by a lessee must also be in accordance with the foregoing provisions.

#### EASEMENTS

Each home owner shall have an easement in common with all other home owners for the use, maintenance and repair of all pipes, wires, conduits and public utility lines located in the commons elements or located in other homes and servicing his home. Each home owner will also have an easement for the continuance of any encroachment by his home upon any adjoining home or common element now existing or which may hereafter come into existence as a result of the settling or shifting of the home, or repair or alteration of homes by the Board of Managers after damage by fire or

casualty, or as a result of an alteration made by the Board of Managers to the common elements, so that any such encroachment may remain undisturbed so long as the home stands. Each home will be subject to such encroachments and easements in favor of all other homes. The Board of Managers, its agents, contractors and employees shall have a right of access to the homes to inspect the same and make repairs to the common elements, wires, pipes, conduits and cable television lines servicing any other home, to prevent damage to the common elements or any other home, or to comply with any applicable law, rule or regulation now existing or hereafter promulgated by any governmental agency having jurisdiction.

#### ALLOCATION OF COMMON ELEMENTS

The interest of each home owner in the common elements has been determined by the Sponsor based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the home, the availability of common elements for exclusive or shared use, and the overall dimensions of the particular home. No such common interest may be changed without the consent of all of the home owners by an amended declaration. Inasmuch as the Sponsor reserves the right to change the prices and terms of sale of any home for which a purchase agreement has not been signed, or is no longer in effect, and inasmuch as a change in the

sales price will not affect the interest of that home in the common elements, some purchasers may pay higher or lower common charges in relationship to the purchase price of their homes than other purchasers. However, except during the initial offering period of this Plan, prices may be changed only pursuant to a duly filed amendment to this Plan, except for reductions in price which do not relate to all homes or all classes of homes. See Schedule C, page 18, for the allocation of common elements for each home if both Sections 1 and 2 are included in the Condominium and Schedule C-1, page 22, if only Section 1 is included in the Condominium.

#### CHANGES IN PRICE, LAYOUT AND SUBSTITUTION OF MATERIALS

The Sponsor reserves the right, so long as a Purchase Agreement has not been executed for a home, to change the size, model, layout, appliances, interior materials, or decoration for each home and, as to the Condominium generally, the Sponsor reserves the right to change the size, number and location of the buildings and other improvements and layout of homes in any building, provided such changes do not change the common interest of any home to which title has closed or for which a Purchase Agreement has been executed and is in effect. Although the Sponsor intends to use the materials, fixtures, appliances and equipment described in Schedule F, page 92, and on the Building Plans, the Sponsor reserves



pt the right to substitute materials, fixtures, appliances and equipment of substantially equal quality for any of those set forth therein. All material changes will be made by duly filed amendment to this Plan.

The prices for these condominium interests may be changed from those set forth in the offering plan so that purchasers may pay different prices for similar interests. No such change will be made other than pursuant to a duly filed amendment, except that the Sponsor reserves the right to decrease the sales prices below the prices set forth in the Plan, without filing an amendment thereto, in the following instances:

- (a) during the period ending 30 days from the approximate date of the first offering of the Homes to the public as listed on the front cover of this Plan; and
- (b) at any time during the offering where a reduction in sales price does not constitute a general offering but is rather the result of an individually negotiated home purchase.

#### EFFECTIVE DATE OF THIS PLAN

This Plan will be declared effective by duly filed amendment. No closing of title to any home may take place unless and until the Plan has been declared effective.

The Sponsor will not record the Declaration until it has obtained signed purchase agreements for not less than fifteen (15) homes. When that quota has been achieved, the

Plan will become effective at the Sponsor's option, but the Sponsor must declare the Plan effective upon the sale of forty (40) homes. This Plan may be abandoned by the Sponsor at any time prior to its being declared effective. However, if the Plan is not declared effective within eighteen (18) months from the date of issuance of the letter from the New York State Attorney General that the Plan has been filed, then the Plan shall be deemed abandoned, all purchasers will be notified promptly and all monies paid by them under their respective purchase agreements will be promptly returned to them without interest. When this Plan is effective, all purchasers will be promptly notified. If title to a home has not been conveyed to a purchaser within six (6) months after the closing date set forth in a purchase agreement between the Sponsor and the purchaser (except where such failure is due to the default of the purchaser or unless there is an adjourned date which has been agreed upon by both the Sponsor and the purchaser), the purchaser shall have the right to cancel his purchase agreement upon written notice given to the Sponsor and upon such cancellation the Sponsor shall return all monies paid under the purchase agreement, without interest.

#### OBLIGATIONS OF THE SPONSOR

The Sponsor represents that it will perform the following obligations:

1. Upon the conveyance of title to the first home, the Sponsor will deliver its letter to the Board of Managers representing that it will perform the following obligations.
2. The Sponsor will perform all of the obligations set forth in this Offering Plan.
3. The Sponsor will pay all contractors, sub-contractors and materialmen for work performed and materials, fixtures and equipment supplied or installed in connection with the construction of the Condominium and will cause mechanics' liens, if any, arising out of the construction of the Condominium to be discharged promptly after the liens are filed, by bond or otherwise.
4. The Sponsor will diligently, expeditiously and at its own cost and expense construct the Condominium substantially in accordance with the Building Plan and in accordance with the specifications described in Schedule F, page 92, and will deliver to the Board of Managers a copy of the "as built" floor plans.
5. Until title to all homes has been conveyed by the Sponsor to bona fide purchasers, the Sponsor will pay the common charges assessed to all unsold homes.
6. The Sponsor will transfer control of the Board of Managers to the home owners at the first annual meeting of the home owners to be held within one (1) year after the

recording of the Declaration unless less than fifty (50%) per cent of the homes are sold, in which event the Sponsor's nominees may remain a majority of the Board until the second annual meeting of the home owners (see Article II, Section 9 of the By-Laws, Schedule K, page 149). In no event will the Sponsor control the Board of Managers after the second annual meeting of the home owners.

7. The Sponsor will make no amendments to the Declaration or to the By-Laws as long as the Sponsor shall own homes representing more than 50% of the common interests, except with the consent of a majority of all other home owners.

8. The Sponsor will complete Hunter Drive and Highlands Lane in accordance with Town of Hunter requirements, as soon as weather permits but in no event later than one year after closing of title to the first home, and will use its best efforts to dedicate said roadways to the Town of Hunter. Pending dedication, an easement of ingress and egress will be granted in favor of the Condominium owners, their invitees, successors and assigns. In the event, however, that the Town of Hunter refuses to accept the dedication of Hunter Drive and Highlands Lane, the Sponsor agrees to maintain said roadways until title to all homes in the Condominium and title to all homes in any condominium hereafter constructed upon portions of the Sponsor's remaining land (see page 38) shall have closed; at that time the Sponsor agrees to form a not-for-profit corporation to which it will convey title to

Hunter Drive and Highlands Lane. The Declaration (see page 122) will contain a provision requiring the Condominium to assume responsibility for the maintenance of said roadways (including lighting thereof and snow removal therefrom), jointly with the owners of Hunter Highlands and the owners of all other portions of the Sponsor's remaining land using said roadways. All costs incurred (estimated at \$9,000.00 per year) shall be shared proportionately based upon the assessed value of each home in the Condominium, the assessed value of each home in Hunter Highlands and the assessed value of each home in any condominium and/or improvements constructed on the remainder of the Sponsor's land. The home owners' share of such expense shall be paid as part of the common charges but no provision has been made in Schedule C or C-1, for such costs. The Sponsor shall impose a similar obligation upon any condominium hereafter erected by it upon any portion of its remaining land and will record a declaration imposing similar obligations upon the remainder of its land

9. The Sponsor will obtain a certificate of occupancy from the Town of Hunter for each home prior to closing of title to that home, and for all other homes in the building in which the home is situated if the purchaser is obtaining a mortgage loan from West Side Federal.

10. Prior to or simultaneously with the closing of title to each home, the Sponsor will cause the home to which

title is being conveyed and its interest in the common elements to be released from the lien of any building loan mortgage (see page 62). In addition, prior to or simultaneously with the closing of title to the first home, all liens affecting the Condominium will be paid and satisfied or homes being conveyed and their interests in the common elements shall be released therefrom by duly recorded instrument.

11. The Sponsor will cause to be corrected any defects in the construction of homes or the common elements, or in the installation or operation of any mechanical equipment therein, (other than appliances, equipment or fixtures or other construction details for which assignable warranties or guarantees are assigned to purchasers or to the Board of Managers on or after the closing of title to a home), due to improper workmanship or materials substantially at variance with the plans and specifications, provided and on condition that Sponsor is notified of such defects by the home owner in writing by registered or certified mail postmarked within one (1) year from the date of closing of title to said home or by the Board of Managers as to common elements within one (1) year from the date that control of the Board of Managers has been relinquished by the Sponsor to the home owners. The obligations of the Sponsor under this paragraph shall be limited to repair of defects in construction or materials only and shall not include incidental

damages that the home or Condominium may have sustained as the result of any such defect.

The Sponsor will deliver to each purchaser upon the closing of title to his home, an assignment of all assignable manufacturers' warranties and guarantees relating to appliances in the home. In no event shall the Sponsor be responsible for a condition resulting from normal wear and tear or natural deterioration or from the normal settling or shifting of the building. In addition, the Sponsor will not be responsible for defects of an insubstantial nature such as partial or total death of any landscape improvements, nail pops, ridging on sheetrock walls, lumber shrinkage, door sticking due to weather, door warpage of less than  $\frac{1}{4}$ ", bath tile grouting, slight separation in joints of kitchen tile, any consequential damage resulting from settlement (including, without limitation, concrete cracks which do not impair the structural soundness of the buildings), normal plumbing and heating noises, or carpet stretching. Subsequent to the conveyance of title to a home, the Sponsor shall not be responsible for paint touch-ups, repair of dented appliances, porcelain or formica chips or scratches in tubs, vanities or countertops contained in any home, unless notified of a defect therein prior to the closing of title to such home. The Sponsor has no obligation to make any repairs to the homes, the common elements, or appurtenances, or any fixtures,

mechanical equipment, appliances, installations, or other personal property contained therein, except as expressly set forth in this Plan and no other obligation shall be implied. The obligations of the Sponsor under this section shall survive the delivery of the deeds to the respective homes until the expiration of the periods hereinabove set forth.

12. Until (a) eleven (11) months after the transfer of control of the Board of Managers, or (b) eleven (11) months after the closing of title to the last home, whichever is sooner, provided the Condominium is completed, the Sponsor will neither voluntarily assign, transfer or sell its interest in the real estate which is the subject of this offering, except in accordance with this Plan nor, during such period, will the principals of the Sponsor voluntarily liquidate the Sponsor or make any distribution of the assets of the Sponsor except for the payment of expenses (including salaries, fees and other expenses) and repayment or reduction of the obligations of the Sponsor pertaining directly or indirectly to this offering.

However, the Sponsor may be liquidated at any time after completion of the Condominium and may distribute any of its assets even though such distribution does not pertain to this offering provided the Sponsor delivers to the Board of Managers a bond issued by a surety company licensed to do



business in New York State or the Sponsor sets aside cash in a special bank account and delivers notice of the existence of such bank account to the Board of Managers for the purpose of securing the obligations of the Sponsor, which bond or bank account shall be in the amount of twenty-five thousand (\$25,000.00) dollars and which bond shall be for a term of, or bank account shall remain intact for a term ending not sooner than eleven months after the closing of title to the last home or eleven months after the transfer of control to the Board of Managers, whichever is sooner, and in the case of liquidation, thirty (30) days notice of intention to liquidate is given to all home owners. Nothing herein contained shall be deemed a limitation of any of the Sponsor's liabilities or of any of the rights and remedies of the home owners pursuant to law.

All obligations pertaining to the common elements shall be enforceable only by the Board of Managers on behalf of the home owners and not by the individual home owners themselves.

Except as set forth in this section, no bond or other form of security has been or will be furnished to secure the performance of the Sponsor's obligations as set forth herein. The ability of the Sponsor to perform its obligations will depend upon its financial condition at the time it is called upon to perform.

shall pay to the Sponsor all monies being held by it for the purchaser's account. If the purchaser, at the time specified for closing or any adjourned closing date, fails to pay the balance of the purchase price or otherwise defaults and if such default shall continue for fifteen (15) days after notice from the Sponsor of the Sponsor's intention to cancel the purchase agreement, the Sponsor shall have the right to cancel the purchase agreement by notice to the purchaser sent within thirty (30) days after the sending of the notice of default; if the purchaser shall fail to protest such cancellation in writing within seven (7) days after the sending of the notice of cancellation, the Escrow Depository will be directed to pay to the Sponsor, as liquidated damages, all payments made by the purchaser and then held by the Escrow Depository (not exceeding ten (10%) per cent of the purchase price of the home). If title to a home has not been conveyed to the purchaser within six (6) months after the closing date set forth in the purchase agreement between the Sponsor and the Purchaser (except when such failure is due to the default of the purchaser or unless there is a mutually agreed upon adjourned date), then the purchaser may cancel his purchase agreement; if he does so the Escrow Depository will be directed to refund to the purchaser, in full and without interest, all monies paid by the purchaser under his purchase agreement. The Escrow Depository will disburse the escrow funds in accordance

with the provisions of this paragraph only upon instructions of counsel to the Sponsor. The amounts paid by the purchasers under their purchase agreements will be handled in accordance with Section 352 (h) of the New York General Business Law.

The Sponsor may secure a bond from Republic Insurance Company in favor of each purchaser, as Obligee, in a penal sum equal to the down payment received by the Sponsor, directly or through its agents or employees pursuant to the Purchase Agreement (page 171). The form of bond is set forth as Schedule M. The Sponsor represents that Republic Insurance Company has agreed to issue bonds totalling not more than \$200,000.00. All monies received under Purchase Agreements at any time during which there are outstanding bonds totalling \$200,000.00 shall remain on deposit with the Escrow Depository until such time as the outstanding bonds total less than \$200,000.00, at which time the Sponsor may obtain additional bonds and receive the monies protected by such bonds.

Sponsor makes no representation as to the scope of the bond's protection. It is to be noted that the purchaser may be required, at his own expense, to secure a judgment against the Sponsor before he can recover against the bonding company. The existence of the bond does not assure the return of down payment deposits or the completion of the other obligations of the Sponsor.

## PURCHASE AGREEMENTS AND PAYMENTS

Any person accepting the Sponsor's offer to sell the homes will enter into a purchase agreement, substantially in the form of Schedule L, page 171, for the purchase of a designated home in the Condominium (together with its appurtenant interest in the common elements) as described in the Declaration. Upon execution of a purchase agreement, the purchaser shall make a down payment equal to ten percent of the total sales price of the home, with the balance of the purchase price payable at time of closing of title.

NO PURCHASE AGREEMENT MAY BE ENTERED INTO SOONER THAN THREE BUSINESS DAYS AFTER THE RECEIPT OF THIS OFFERING PLAN BY ANY PURCHASER.

## TRUST FUND

All monies received under purchase agreements prior to closing of title will be held by the Sponsor in trust and shall be deposited in a non-interest bearing special account entitled "Highlands II Condominium Escrow Account (account No. 03003071) at Citibank, N.A., 201 West 34th Street, New York, N.Y. 10001 (the "Escrow Depository"), until actually employed in connection with consummation of this Plan. When title to a home closes or upon Sponsor posting a bond as hereinafter provided, the Escrow Depository shall be released upon the signature of Sponsor's attorneys, Baron & Gleich, Esq.

IT IS ADVISABLE FOR PROSPECTIVE PURCHASERS TO CONSULT WITH THEIR OWN ATTORNEYS WITH REGARD TO THE EFFECT OF THE BOND AND THE PROTECTION OFFERED BY IT.

#### PURCHASERS' MORTGAGES

The Sponsor has obtained a commitment from West Side Federal to provide permanent mortgages on the homes as follows: 80% of the appraised value of any home for a term of thirty (30) years at an interest rate equal to the maximum legal rate at time of closing of title (which interest rate is presently 10½% per annum but may be increased by the New York State Banking Department up to a maximum rate of 10½% per annum under existing law), payable on a self liquidating basis; or 90% of the appraised value of any home for a term of thirty (30) years at an interest rate equal to the maximum legal rate at time of closing of title, insured by private mortgage insurance, provided such insurance shall, at the time of closing of title, be permitted by the rules and regulations governing federal savings and loan associations and be available from a private mortgage insurance company authorized to do business in the State of New York. At the present time such private mortgage insurance is permitted and available from Investors' Mortgage Insurance Company. Purchasers taking insured mortgages shall be required to pay the insurance premiums therefor in addition to

the regular payments of principal and interest. See page for approximate mortgage closing costs and Schedule B, page 5 for monthly mortgage payments. See Schedules P and Q, pages 189-203, for the form of mortgage and mortgage note presently required by West Side Federal and which will be substantially the forms executed by purchasers accepting mortgages from West Side Federal. Wherever in this Plan the context so allows, reference to West Side Federal will be deemed to include its successors or assigns.

A home owner may mortgage his home at any time after he acquires title, in whatever amounts or upon whatever terms he can obtain, provided that the mortgage is taken only from a bank, savings and loan association, life insurance company, pension fund, trust company, or other institutional lender. Any home owner may, however, upon the resale of his home, take back a purchase money mortgage.

#### CLOSING OF TITLE

The deed to be delivered by the Sponsor to the purchaser at time of closing of title shall be substantially in the form set forth in Schedule O, page 182.

Closing of title to a home will take place only on or after the happening of the following events:

1. Recording of the Declaration and By-Laws and filing of certified floor plans of the building in which the

home is situated in accordance with the Condominium Act;

2. Completion of the entire building in which the home is situated;

3. Issuance of a certificate of occupancy by the Town of Hunter for the home being conveyed (and for all other homes in the building in which the home is situated if the purchaser is obtaining a mortgage loan from West Side Federal);

4. Release of the home and the common elements from the lien of any building loan mortgage;

5. This Plan is declared effective by duly filed amendment and all other applicable requirements of this Plan are satisfied, including, but not limited to, the necessary number of home sales (see page 49);

6. If the sale is subject to the purchaser obtaining a mortgage from West Side Federal, the purchaser's mortgage application has been approved and a commitment issued;

7. The purchaser executing an instrument substantially in the form of Schedule N, page 180, designating the Board of Managers as his attorney in fact, coupled with an interest, for the sole purpose of managing, selling, mortgaging, leasing or otherwise dealing with any home acquired by the Board of Managers in accordance with the provisions of the By-Laws.

8. If the purchaser has requested title insurance, the issuance to the purchaser (at the purchaser's expense)

of a binder for title insurance from Chicago Title Insurance Company or any other reputable title insurance company authorized to insure titles in New York State insuring that the purchaser has good and marketable fee title to his home free and clear of all liens and encumbrances except those hereinafter set forth and except any mortgage which the purchaser may execute in connection with the closing of title to his home, and that the Condominium has been validly created pursuant to Article 9B of the Real Property Law of the State of New York, as amended. The title insurance shall be in the amount of the purchase price of the home:

9. Execution and delivery by the Sponsor to the Board of Managers of Sponsor's agreement to perform the obligations set forth on pages 50-59 .

The Sponsor will give each purchaser at least 10 days prior written notice of the date upon which title to his home will close.

In the event the Sponsor fails to convey title to any home on or before six months after the closing date set forth in a purchase agreement (except where such failure is due to the default of the purchaser or unless there is an adjourned date which has been agreed upon by both the Sponsor and the purchaser), the purchaser shall have the option of cancelling the purchase agreement and securing the return of all monies paid by him to the Sponsor, without interest



(unless the down payment has been placed in an interest bearing account).

#### TITLE EXCEPTIONS

There are no liens other than as set forth in this Plan and no violations affecting the Condominium as of the date of the presentation of this Plan. The Sponsor, at its cost and expense, will remove any violations or liens which may be placed of record against the Condominium up to the time of closing of title to the first home. However, if the aggregate cost of removing any such violations or liens (other than the lien of any mortgage) shall be \$25,000.00 or more, then the Sponsor, at its option, may elect to abandon this Plan; if the Sponsor so elects, all purchase agreements theretofore executed will be deemed cancelled and null and void, and all monies paid by the purchasers under such agreements will be promptly refunded, without interest.

Title to each home will be delivered free and clear of all liens and encumbrances other than:

1. The terms, conditions, covenants and provisions of the Declaration and By-Laws;
2. Any state of facts which an accurate current survey would show, provided such state of facts would not render title unmarketable;

3. Zoning regulations and ordinances and any amendments thereto, provided that neither the buildings nor their use as contemplated by this Plan are prohibited thereby;

4. Consents by the Sponsor or any former owner of the Condominium property for the erection of any structure on, under or above any street or roadway on which the Condominium may abut;

5. Easements in favor of the owners of the other homes to use the pipes, wires, conduits, public utility lines and other common elements, including those located in the home itself or elsewhere in the Condominium serving such other homes, and easements of necessity in favor of the other homes and/or the common elements;

6. Easements in favor of the Board of Managers, its agents, contractors and employees to have a right of access to the home to inspect the same and make repairs to the common elements, wires, pipes, conduits and cable television lines servicing any other home, to prevent damage to the common elements or any other home, or to comply with any applicable law, rule or regulation now existing or hereafter promulgated by any governmental agency having jurisdiction.

7. Easements for the continuance of encroachments on the home and on the common elements by other homes or portions of the common elements, now existing or hereafter

occurring by reason of the construction, settling or shifting of the homes, or by reason of the repair and/or restoration by the Board of Managers of the home or other homes or common elements, after damage by fire or other casualty or after taking in condemnation or eminent domain proceedings, or by reason of an alteration to the common elements made by the Board of Managers, so that any such encroachments may remain as long as the building within which the home is located shall stand.

8. Any sewerage, drainage, telephone, water, gas, electric, cable television or other utility easements granted or which may hereafter be granted.

9. New York State franchise taxes due from any corporation in the chain of title, provided that Chicago Title Insurance Company is willing to insure that such taxes will not be collected out of the home or the common elements.

10. Current real estate and school taxes not yet due and payable which shall be apportioned between the Sponsor and purchaser to date of closing of title.

11. Each title insurance policy issued by Chicago Title Insurance Company will except from its coverage any full loss or damage due to the fact that Hunter Drive and Highlands Lane are not dedicated streets or highways, but

the policy will nonetheless insure the purchaser's rights of ingress and egress over Hunter Drive and Highlands Lane, in common with others, to Greene County Route No. 83 (see pages 52-53).

12. Easements to Hunter Highlands Condominium and to the Sponsor, its successors and assigns, of ingress and egress by foot and vehicle over Highlands Lane and Hunter Drive (including the right of dedication to the Town of Hunter) and over all Condominium roadways in favor of the remaining land of the Sponsor and easements throughout the common elements for the purpose of installation, maintenance, repair and replacement of all sewer, water, electric, telephone, cable television lines, drainage pipes, lines, mains, conduits wires and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility sewerage or drainage system, in favor of land now owned or hereafter acquired by the Sponsor, its successors or assigns.

13. An easement to the Sponsor, its successors and assigns of ingress and egress by foot over the Condominium roadways and common elements in favor of land now owned or hereafter acquired by the Sponsor, its successor and land or assigns to and from Hunter Mountain Ski Bowl.

The Sponsor will not affirmatively place an encumbrance on the Condominium in addition to those set forth herein, except such as will be removed prior to the closing of title to a home.

Counsel for the Sponsor has advised that in their opinion none of the exceptions to title hereinabove set forth is of a nature which should materially affect the use, enjoyment, lease or sale of any home as a condominium home.

The documents concerning these exceptions will be available to purchasers or their attorneys for examination at the Sponsor's attorneys, Baron & Gleich, Esqs., 11 Middle Neck Road, Great Neck, New York 11021.

#### ESTIMATED CLOSING COSTS AND EXPENSES

The estimated closing costs and expenses to be borne by each purchaser are as follows:

1. If the purchaser desires to obtain an owner's title insurance policy insuring the title to his home, the scheduled premium therefor is \$191.35 for the first \$25,000.00 and \$1.99 per thousand dollars for all amounts in excess thereof, with the total rounded to the nearest dollar, at the present time. For example, for a home selling at \$52,000.00, the cost would be \$245.00; for a home selling at \$74,000.00 the cost would be \$289.00; and for a home selling at \$85,000.00 the cost would be \$311.00;
2. Recording the deed and power of attorney to the Board of Managers in the approximate sum of \$20.00;
3. If the purchaser elects to finance his home, he will be required to pay the cost of a mortgage title insurance policy insuring the mortgage covering his home, for which the scheduled premium is \$159.00 for the first \$25,000.00, and \$1.48 per thousand dollars on all amounts in excess thereof, with the total rounded to the nearest dollar, at the present time; in addition, the purchaser will be re-

quired to pay mortgage recording tax which at the present time is approximately  $\frac{1}{4}\%$  of the amount of the mortgage. For example, based upon a mortgage of \$41,600.00, the cost would be \$184.00 for mortgage title insurance and \$208.00 for mortgage tax; based upon a mortgage of \$60,800.00 the cost would be \$212.00 for mortgage title insurance and \$304.00 for mortgage tax; and based upon a mortgage of \$78,300.00, the cost would be \$239.00 for mortgage title insurance and \$391.50 for mortgage tax. The cost of recording the mortgage documents will be approximately \$34.00. For mortgages insured by Investor Mortgage Insurance Company, purchasers will be required to pay an insurance premium equal to .65% of their mortgage. For example, based upon a mortgage of \$46,800.00, the cost would be \$304.20; and based upon a mortgage of \$78,300.00, the cost would be \$508.95. The purchaser will also be required to pay the fee of the attorney for the lending institution for drawing the mortgage documents and for closing the mortgage loan;

4. New York State transfer tax which at the present time is \$.55 per each \$500.00, or part, of the purchased price. For example, for a home selling at \$52,000.00, the cost would be \$57.20; for a home selling at \$74,000.00, the cost would be \$81.40; and for a home selling at \$85,000.00, the cost would be \$93.50;

## REPORTS TO HOME OWNERS

Within four months after the end of each fiscal year, all home owners will receive copies of an annual report of the Condominium including a balance sheet and profit and loss statement verified by an independent accountant, a statement regarding any taxable income attributable to the home owners and a notice of a holding of the next annual home owners' meeting, to be received annually not less than five days nor more than ten days before the meeting. The cost of the annual financial statement will be included in the common expenses paid by the home owners.

## REPAIRS AND MAINTENANCE

All repairs, maintenance and replacements to the common elements, pipes, wire conduits and public utility lines, any portion of which is located in one home and services another home, the exterior of any door or window (except window panes) and the balconies shall be made by the Board of Managers and the cost thereof shall be a common expense. (unless necessitated by the negligence or misuse of a home owner, in which event the home owner shall be required to reimburse the Board of Managers therefor). All other repairs, maintenance and replacements to the homes, including painting (after title), and pipes, and wire conduits servicing only a particular home, shall be made by the respective home owners at their own expense.

In the event that a home owner fails to make any repair or creates any condition which adversely affects the building in which his home is located, the common elements or any other home, the Board of Managers may, upon notice given in accordance with the provisions of the By-Laws, make such repairs or correct such conditions and charge the home owner for the cost thereof. In the event that it becomes necessary for the Board of Managers to bring any law suit or any proceeding to enforce its right to make any such repair or correct such condition, or to collect any sum due on account thereof, the Board of Managers shall also be entitled to collect reasonable attorneys fees in connection with such suit or proceeding.

#### ALTERATIONS BY HOME OWNERS

No home owner may make any alteration of a structural nature, without the prior written approval of the Board of Managers upon such terms and conditions as the Board of Managers may impose.

#### INSURANCE

The Board of Managers shall obtain and maintain, to the extent obtainable and to the extent determined by the Board of Managers to be appropriate or relevant: (1) fire insurance, with extended coverage, vandalism and



home owner unless the home owners determine not to repair, restore or rebuild.

All policies of physical damage insurance shall contain waivers of subrogation and of any defense based on co-insurance or invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten days prior written notice to all of the insureds, including all mortgagees of units whose names and addresses have been previously made known in writing to the Sponsor. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all such mortgagees of homes at least ten days prior to expiration of the then current policies and each home owner shall receive a certificate of such insurance.

The cost of all such insurance shall be paid by the Board of Managers and shall constitute a common expense.

The amount of fire insurance to be maintained on the Condominium upon the transfer of title to all homes and til the first meeting of the Board of Managers elected by the owners will be \$5,103,000.00 if both Sections 1 and 2 are included in the Condominium and \$2,721,600.00 if only Section 1 is included.

The Board of Managers shall also obtain and maintain to the extent obtainable: (1) fidelity insurance covering all employees of the Condominium and of the managing

malicious mischief endorsements insuring the buildings, including all of the homes and the bathroom and kitchen equipment installed therein on the date of recordation of the Declaration (but not including furniture, furnishings or other personal property supplied or installed by home owners) together with all service machinery contained therein, covering the interest of the Condominium, The Board of Managers and all home owners and their mortgagees as their interests may appear, equal to at least 90% of the replacement value of the Buildings, without deduction for depreciation, or in such higher amount as may be required in order to prevent the insureds from being deemed co-insurers; (2) water damage; (3) such other insurance as the Board of Managers may determine.

The proceeds of all policies of physical damage insurance shall be payable to the Board of Managers in the event of a loss amounting to \$25,000.00 or less or to an Insurance Trustee selected by the Board of Managers if the loss shall amount to more than \$25,000.00, to be applied for the purpose of repairing, restoring or rebuilding unless otherwise determined by the home owners as hereinafter set forth. No portion of the insurance proceeds shall be applied to the payment of the mortgage indebtedness of any

agent who handle Condominium funds; (2) workmen's compensation insurance; (3) public liability insurance covering each member of the Board of Managers, the managing agent, and each home owner in such limits as the Board of Managers may deem proper, and covering all claims for bodily injury or property damage arising out of the any occurrence in the common elements or the homes, except that such policy will not cover liability of a home owner arising from occurrences within his own home. The Board of Managers shall review such limits once each year. The public liability insurance shall also cover cross-liability claims of one insured against another. Until the first meeting of the Board of Managers elected by the home owners, the public liability insurance will be in a single limit of \$1,000,000 covering all claims for bodily injury or property damage in respect of any one occurrence.

Home owners shall not be prohibited from carrying other insurance for their own benefit, at their own expense, provided that such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by the Board of Managers shall not be affected or diminished by reason of any other home owner's insurance.

REPAIR AND RESTORATION AFTER DAMAGE BY FIRE  
OR OTHER CASUALTY

In the event any building or common element is damaged or destroyed as the result of fire or other casualty, the Board of Managers will arrange for its prompt repair and restoration. Any cost of such repair or restoration in excess of the insurance proceeds shall constitute a common expense which will be assessed against all home owners. For further provisions regarding repair or reconstruction of homes after fire or casualty see Article VII of the By-Laws which provides, among other things, that seventy-five (75%) of the home owners must consent in order for reconstruction to take place in the event seventy-five (75%) per cent or more of the homes are destroyed or substantially damaged.

In the event of a casualty loss, the home owner will continue to pay the common charges on his home.

SPONSORS' RIGHT TO LEASE UNSOLD HOMES

The Sponsor may offer unsold homes for lease provided such leases do not violate any of the provisions of the By-Laws. In the event any home is leased by the Sponsor, any purchaser of that home will be purchasing a home which has been previously occupied by others. The Sponsor may

also enter into leases giving the lessee the option of purchasing the home being leased by him upon the same terms and conditions offered other purchasers under this Plan.

#### MECHANICS' LIENS

Pursuant to the provisions of Section 339 (1) of the Real Property Law of the State of New York, no lien of any nature may arise or be created against the common elements except with the unanimous consent of all home owners. Liens may arise or be created only against the homes and their respective common interests. A lien for labor performed or materials furnished to any home may be filed only against the home of an owner who has expressly consented to or requested the labor to be performed or materials to be furnished and may not be filed against the home of any owner who has not consented to or requested the same, except in the case of emergency repairs. Although no lien may be filed against the common elements, all common charges received by the Board of Managers shall constitute trust funds for the purpose of paying the cost of labor performed and materials furnished at the request of or with the consent of the Board of Managers.

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**TERMINATION OF CONDOMINIUM**

The Condominium shall continue until such time as 80% or more of the home owners in number and in common interest and the first mortgagees, if any, of the same homes agree to the withdrawal of the property from the provisions of Article 9-B of the Real Property Law of the State of New York. In the event the Condominium is terminated by withdrawal from Article 9-B or as the result of destruction or condemnation, the property shall be subject to an action for partition by any home owner or by any lienor and the net proceeds of the sale resulting therefrom shall be divided among all home owners in proportion to their respective interests in the common elements, after first applying the home owner's share of the net proceeds of such sale to the payment of any liens on his home in the order of the priority of such liens.

**MANAGING AGENT**

The Sponsor will hire a managing agent of the Condominium for a period of one year from the date of the first closing of title to a home. For his services the managing agent shall receive a fee in the sum of \$12,000.00 which will be paid by the Board of Managers as part of the common expenses. See Schedule C, page 18. Also see

Schedule C-1, page 22, which provides for a fee of \$6,400.00 in the event the Condominium consists only of Section 1.

As long as the Sponsor shall control the Board of Managers, the Sponsor will not commit the Condominium to any other management agreement which extends beyond the date on which the Sponsor's control ceases. At the end of such one (1) year period it may become necessary for the Board of Managers to obtain other management services and no representation is made regarding the availability, cost or terms of any new management agreement.

The services to be rendered to the Condominium by the managing agent include: (a) billing and collecting common charges and expenses; (b) purchasing supplies for the Condominium; (c) maintaining the Condominium books and records; (d) attending meetings of the Board of Managers and home owners; (e) engaging contractors for the repair of the common elements; (f) furnishing monthly reports of receipts and disbursements to the Board of Managers; and (g) generally performing the duties of a managing agent of residential property.

The managing agent will not prepare the Condominium's annual financial statement which will be prepared by an independent certified public accountant employed by the Board of Managers at the expense of the home owners. Such expense is provided for in the estimate of common expenses for the first year of Condominium operation contained herein. The Sponsor anticipates that the initial managing agent will be Richard Thompson, who now resides at Hunter Highlands.

## NON-BINDING UNIT RESERVATIONS

The Sponsor may accept from prospective purchasers applications for non-binding unit reservations substantially in the form annexed hereto as "Schedule S" together with refundable two hundred fifty (\$250.00) dollar deposits, which will be held in trust by the Sponsor in a non-interest bearing special account entitled "Hunter Highlands II Condominium Escrow Account" (account No. 03003071) at Citibank, N.A., 201 West 34th Street, New York, N.Y. 10001, until returned or actually employed in connection with the consumation of this Plan. The reservation shall be effective for five (5) days. After five (5) days the Sponsor may refund the deposit and sell the home to others unless the purchaser shall have executed a Purchase Agreement. The deposit shall be refundable, in full, at any time, within five (5) days after demand by a purchaser.



## SPONSOR'S PROFIT

Although it is impossible to estimate the profits of the Sponsor in connection with the Condominium, because of many contingent factors, it is anticipated that the Sponsor will make a substantial profit in the construction and sale of the Homes.

## IDENTITY OF SPONSOR

The Sponsor, Hunter Highlands, a New York Limited Partnership, will construct the condominiums. The general partner of Hunter Highlands is Beacon Brokerage Corp., a New York corporation of which Robert Kallman is the president and sole principal. As president, Mr. Kallman, a resident of the State of New York and an experienced builder having constructed hundreds of one and two family dwellings in Staten Island, Brooklyn and Queens under the trade name of "Northgate Homes", and who was in charge of completion of Hunter Highlands and construction of the sewage disposal and water systems to which the Condominiums will be connected, will supervise the project on behalf of the Sponsor.

The Limited Partners of the Sponsor, all residents of New York State, are the following textile manufacturing executives: David Roth of Kayser-Roth Corporation, Sanford O. Gluck of Jo-Glo Textiles Inc. and Michael Rappaport of Damon

Creations, Inc.; Martin J. Raynes, the president of Chelsea Management Corp., a real estate management firm, Robert P. Baron, a member of the firm of Baron & Gleich, the attorneys for the Sponsor, and Betsy G. Stang, who is in the photography business.

Richard Thompson, who resides in Hunter Highlands G-8, is employed by the Sponsor as its managing agent. Mr. Thompson was previously a sales staff manager employed by Prudential Insurance Company for twenty-one years at its Middletown, New Jersey branch. For ten years he was engaged in real estate sales in the Oakhurst, Deal and Redbank, New Jersey area. For the past six years he has been employed at Hunter Highlands by the Sponsor and by the Sponsor's predecessors in title.

The Sponsor has selected the firm of Kellenyi Associates, 22 Recklers Place, Red Bank, New York, as architects to design and plan the Condominium, that being the same firm which planned and designed the Hunter Highlands Condominium.

The estimated insurance rates have been passed upon by R.J.W. Brokerage Corp., 1111 Victory Boulevard, Staten Island, New York 10301 and have been included in the Plan in reliance upon the opinion of said agency as an expert. The Sponsor has no knowledge that said estimate is not correct.

The Sponsor is represented in all matters pertaining to this Plan by Baron & Gleich, Esqs., 11 Middle Neck Road, Great Neck, New York 11021.

#### GENERAL

1. There are no lawsuits or other legal proceedings pending which would materially affect this offering, the purchasers of homes, the Condominium or the operation thereof.

2. In accordance with the provisions of the laws of the State of New York, the Sponsor represents that the Sponsor/Selling Agent will not discriminate against any person because of his race, creed, color, national origin or ancestry in the sale of homes offered under this Plan or in the leasing of any home.

3. The Plan does not knowingly omit any material fact or contain any untrue statement of any material fact.

4. In accordance with Section 352-e (9) of the General Business Law of the State of New York, copies of this plan and all Exhibits or documents referred to herein shall remain available for inspection in the office of the Sponsor's attorneys, Baron & Gleich, Esqs., 11 Middle Neck Road, Great Neck, New York 11021 by any purchaser or any person who shall have participated in the offering of homes, for a period of six (6) years.

5. As of the date of the presentation of this Plan, neither the Sponsor/Selling Agent nor any representative or agent thereof has received funds or made any preliminary offering or binding agreement with prospective purchasers with respect to homes in the Condominium.

6. There are no contractual undertakings or obligations of the Sponsor or other persons, or bonds or other securities posted to insure payment of any obligations or undertakings, which would affect the ownership of homes by purchasers.

7. No person has been authorized to make any representation which is not expressly contained herein. Any information or representation not contained in this Offering Plan must not be relied upon. This Plan may not be changed or modified orally.

Dated: November 15, 1979

HUNTER HIGHLANDS

Sponsor

SCHEDULE E  
ESTIMATED ANNUAL ELECTRIC COST FOR HEATING

<u>Model Home</u>	<u>Est. KWH*</u>	<u>Est. Annual Cost</u>
One bedroom simplex	12,250	\$ 550.00 plus sales tax
Two bedroom duplex	20,000	900.00 " " "
Two bedroom duplex loft	20,000	900.00 " " "
Three bedroom duplex	25,000	1,200.00 " " "

The above estimate of the cost of electricity for electrical baseboard heating is based upon the estimate of the Central Hudson Gas & Electric Corporation using rates prevailing on May 22, 1979 which is based upon the maintenance of 70° inside and 0° outside temperature and an estimate of 7000 degree days per year and assuming that electric heat construction standards are followed.

In view of the fact that these averages may include the use of energy by persons of varying need, with different standards of comfort, or with families of different sizes, the amount of energy used by the purchaser may vary substantially from the average estimates herein provided. In addition, the effect of inflation, fuel cost rate increases, and other factors may raise the cost of electricity substantially higher than the current or projected rate.

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\* Kilowatt Hours

Although the Sponsor is under the obligation to provide accurate information to prospective purchasers, factors beyond its control may substantially affect the cost of heating after the purchase of a home in subsequent years.

## SCHEDULE F

SPONSOR'S DESCRIPTION UPON COMPLETION  
OF CONSTRUCTION OF BUILDINGS, HOMES,  
COMMON ELEMENTS, APPLIANCES AND EQUIPMENTSITE

The site is located west of County Route 83 in Green County, Town of Hunter, New York just south of Hunter Mountain Ski Bowl on a plot containing 13.352 acres, more or less (Sections 1 and 2 or 7.798 for Section 1 alone).

The physical development of the site has been designed to blend in with and retain the natural mountainside environment by the use of cluster planning.

The homes will be grouped together by joining eight homes to form a single building; then placing these buildings in small clusters to achieve the effect of several small villages on the mountainside. The Condominium will consist of either 15 buildings containing 120 homes or 8 buildings containing 64 homes if the Sponsor elects not to construct the entire project.

Each cluster will have its own pedestrian street, with terraced walkways and common patios, landscaped with natural rock and native growth; then accented with a community kiosk, benches, post lights, and ski racks of rugged timber.

This village street is intended to promote a community spirit within the cluster by collecting pedestrians and con-

centrating daily activities; but it serves also to conserve the surrounding natural area.

The village-type cluster automatically tends to concentrate the service facilities, such as driveways, parking, turnarounds, water, drainage, sewer and electric lines, and consequently reduces the amount of clearing and trenching, leaving a maximum of undisturbed areas.

Wooded areas near the buildings will be grubbed to remove underbrush and dead growth.

Pedestrian walkways for access between buildings and parking areas will be installed with a crushed stone base, between creosolled railroad tie hedges and steps, then tar and chip surfaced. The walks will have wooden bridges where they cross ravines or ditches and connect wood patios, condominium porches, and terraced overlook points.

#### BUILDINGS

There will be fifteen separate buildings if the project is constructed as a 120 home condominium or eight separate buildings in the event that the project is constructed as a 64 home condominium.



Each of the buildings will contain eight homes, and will be 103' 4" in length and have an average width of 28' 8". The average height to the eaves will be 20' on the up-slope side and 30' on the down-slope side.

The buildings will be two-stories high on the up-slope, and three-stories high on the down-slope. The lower floor technically becomes a basement, as it is partially below grade on the up-slope side. The lower floor, therefore, has been constructed as a basement, with all masonry walls; the upper two floors are Type 5b, wood frame, in accordance with the Group B-1, Multiple Dwelling Classification of the New York State Building Code.

#### MATERIALS

The following materials will be used in the construction of the buildings:

##### Concrete and Masonry:

Footings:	3,000psi concrete with steel reinforcing rods.
Foundations:	On up-slope-10" cast-in-place concrete (4,000psi) with steel reinforcing rods and asphalt damp-proof coating below grade. Except for up-slope, 8" or 12" block, as required, with truss-type steel reinforcing spaced 16" on center vertically, and top and bottom courses filled solid with mortar or concrete.
Floors:	3,000psi concrete; 4" thick with 6" x 6" No. 10 gauge mesh over a vapor barrier and compacted fill.

Fire Walls:	8" concrete block or 4" brick to underside of roof, with 2" ridged non-combustible gypsum board or approved equal fire stop board at top and ends of fire wall.
Exterior Walls:	concrete block, with ½" waterproof cement plaster and asphalt dampproof coating below grade; stucco above grade.
Lumber and Mill Work:	
Furring:	1" x 3" on block.
Structural Lumber:	Douglas Fir construction grade.
Floor and Roof Construction	5/8" plywood.
Exterior Walls:	5/8" plywood, T&G edged siding nailed with non-corrosive siding or casing nails, 6" o.c. at panel edges, 12" o.c. at intermediate supports. Steel clip angles and joist hangers, as required by structural details.
Deck Floors:	2" x 4" spaced 3/8" apart.
Soffits:	5/16" exterior grade plywood with continuous screen vent.
Miscellaneous Mill Work:	Including fascias, moldings, trim, etc. shall be Northern No. 1 white pine.
Stair and Ladders:	Stringers and rises will be No. 1 white pine; treads, handrails and posts will be of oak. Ladder, steps and rails will be of oak with grab rails of aluminium.
Interior Wall and Ceiling Finishes:	½" gypsum board on all walls and ceilings (on furring over block).
Insulation:	
Ceilings:	6" fiberglass (R=19) vented above.

Exterior Walls: 3/4" fiberglass (R=11) in stud walls.

Masonry Walls: 1" thick styrofoam SM brand (R=5.41) on interior surface of exterior walls.

Caulking and Sealing: perimeter of frames of windows, doors, louvers and other openings in exterior walls with polysulfide liquid polymer or approved equal.

Windows:

Aluminum Windows: Reynolds, or approved equal, glazed with insulated glass; or expose aluminum to have dark brown finish.

Wood Windows: Caradco or approved equal, glazed with insulating glass, all exposes wood, sash and frames shall be stained dark brown.

Doors:

Entrance Doors: Factory package including frames, jamb, head and sill weatherstripping with doors 1 3/4" thick, metal clad flush, with insulating core, prime coated, and equipped with a wide angle one-way safety door viewer having satin brass finish.

Sliding Glass Doors: Aluminum frame, Reynolds or approved equal; all exposed aluminum to be dark brown finish and glass to be tempered insulating glass.

Interior Doors: 1 3/4" flush hollow core wood.

Closet Doors: Bifold, Paniflex, Villa designed or approved equal.

Gypsum Board: Regular 1/2" tapered edge, for all interior ceilings and walls except for fire rated construction and

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bathrooms. Fire rated  $\frac{1}{2}$ " for construction of all fire rated walls and ceilings between units. Moisture resistant  $\frac{1}{2}$ " in all bathrooms.

### PAINTING

#### Exterior:

Siding: Factory-finished with penetrating oil stain.

Trim and Moldings: Toxic, water-repellant liquid containing 5% solution of Pentachlorophenol, similar to Cabot's Penta-Wood-Seal.

Wood Windows: Stained dark brown.

Deck Railing Inserts: Coat of primer and two coats of exterior house paint.

#### Interior:

All Wood: Enamel undercoat and one coat of enamel.

Gypsum Board  
(Wall and Ceilings): Acrylic latex-two coats.

All interior walls, ceilings, closets and wood shall be painted white.

### ROOFING

Asphalt shingles, self-sealing, 235 lbs. per square, laid over a layer of 15 lb. saturated felt.

PLUMBING

All sanitary and waste lines, both above and below ground, are of P.V.C. plastic; all other hot and cold water lines are copper tubing. Each home will have a 40 gallon Rheem hot water heater.

KITCHENS

The simplex homes will be equipped with a 24" wide Westinghouse refrigerator (Model R131), a Westinghouse oven and range (Model KF210), a Westinghouse duckless range hood (Model HD320), American Standard stainless steel sink (Model 252-5), and American Standard faucets (Model A4169). The cabinets will be wood finished with oak veneer. Countertops will be plastic laminate (Formica or equivalent). Floors will be resilient tile.

The duplex homes will be equipped with a 30" wide Westinghouse refrigerator (Model RT121), a Westinghouse oven and range (Model KF230), a Westinghouse duckless range hood (Model HD320), a Westinghouse dishwasher (Model SU200), American Standard stainless steel sink (Model 252-5), and American Standard faucets (Model A4169). The cabinets will be wood finished with oak veneer. Countertops will be plastic laminate (Formica or equivalent). Floors will be resilient tile.

BATHROOMS

All bathrooms will have resilient floor tile, with walls of moisture resistant  $\frac{1}{2}$ " sheetrock. All shower areas shall be fiberglass. Water closets, lavatories, sinks, faucet

and trim will be American Standard products. Duplex homes will have an American Standard bathtub. All interior bathrooms will be ventilated by means of a ceiling exhaust fan vented to the outside. Duplex homes will have a 24" vanity and will also have a 36" vanity in front of the linen closet.

#### CARPET

All floors not tiled and all interior stairway treads will be carpeting in purchaser's choice of color from samples to be exhibited in the model homes (

#### FINISHING SCHEDULE

<u>Room</u>	<u>Walls</u>	<u>Ceilings</u>	<u>Floors</u>	<u>Bases</u>
Living Room	Sheetrock	Sheetrock	Carpeting	Wood
Kitchen	Sheetrock	Sheetrock	Resilient Tile	4" Cove
Bedrooms	Sheetrock	Sheetrock	Carpeting	Wood
Bathrooms	Sheetrock	Sheetrock	Resilient Tile	4" Cove
Laundry & Utility	Sheetrock	Sheetrock	Resilient Tile	4" Cove
Hallways			Carpeting	

#### CABLE TELEVISION

Facilities for connection to cable T.V. will be provided to each home (available at purchaser's option).

UTILITIES

Electric, telephone and T.V. cable wiring will be underground.

Electric will be supplied by Central Hudson Gas & Electric Company.

Telephone service will be supplied by New York Telephone Company.

Sanitary sewage disposal will be provided by Highlands Pollution Control Corp.

Water will be supplied by Hunter Water Supply Corporation.

There will be no gas service to the Condominium.

FIREPLACES

Each simplex home will contain a Heatilator (Model 3028) preformed fireplace, complete with heat circulating ducts, glass doors and outside combustion air supply duct, and with Mirada Stone Co. veneer or approved equal.

Each duplex home will contain a Heatilator (Model 3026) preformed fireplace, complete with heat circulating ducts, glass doors and outside combustion air supply duct, and with Mirada Stone Co. veneer or approved equal.

REFUSE DISPOSAL

Receptacles for refuse will be provided in wooded enclosures in the parking areas which will be collected and carted away by a private company, two times per week, all year, as one of the common expenses of the Condominium.

ROOF DRAINAGE

Gutters and leaders will not be installed to prevent build-up of ice. Roofs will be constructed with overhangs to

prevent runoffs down the sides of buildings with the surrounding ground graded and swaled to carry run-off away from the buildings.

#### LANDSCAPING

Other than the seeding of open common areas, the Sponsor will not be required to furnish any additional trees, shrubs or other landscaping.

#### WATER SUPPLY SYSTEM

A water supply will be provided by the Hunter Water Supply Corporation primarily from a well providing 80,000 gallons per day which has been tested and meets the quality and quantity standards of the New York State Health Department. An 80,000 gallon reservoir for water storage is being constructed by the Hunter Water Supply Corporation and will be placed into operation prior to the conveyance of title to any home in the Condominium.

#### SANITARY SEWAGE

Sanitary sewage will be provided from each building through 4" and 8" transite pipe discharged on a gravity basis to a tertiary sewage plant operated and maintained by Highlands Pollution Control Corp. for treatment, disinfection, and discharge in accordance with the New York State Pollutant Discharge Elimination System Permit.

#### SMOKE DETECTORS

Nutone battery-operated smoke detectors (Model S188LH) will be installed in each home to satisfy the requirements of the Town of Hunter.



SHEETMETAL

Termite Shields:	.032" aluminum
Flashings:	.032" aluminum

HEATING

All homes are heated by electric fin type baseboard units manufactured by Merkel with individual wall mounted thermostats (Honeywell Model 7186) in each room, except in some bathrooms and some entryways where the thermostats are mounted on the baseboard units.

ELECTRICAL

Each simplex home will have 100 ampere, 3 wire, 120/240 volt electric service and will be equipped with a 12 circuit Arrow Hart Murray breaker panel (Model LC004PC). Each duplex home will have 150 ampere, 3 wire, 120/240 volt electric service with a 30 circuit Arrow Hart Murray breaker panel (Model LC004PC). Each home will have an individual electric meter and be served by underground wiring from Central Hudson Gas & Electric Co. with pad mounted transformers. Wiring in all homes will be non-metallic sheath cable and a copper conductor. All outlet boxes will be steel and/or plastic. Lighting fixtures will be provided in each kitchen consisting of ceiling recessed highball type incandescent fixtures. Bathroom lighting will consist of a fixture surface mounted over the lavatory. In addition, lighting fixtures will be provided in hallways, entryways and dining areas. All electric fixtures will be of builders' quality and not decorator

fixtures as displayed in the model homes. The wiring system for the electric heat is so designed as to allow additional heating units to be added to the existing heating circuit, if required.

The electric outlets for each home will be as follows:

Simplex Homes

- 4 convenient outlets in bedroom
- 3 convenient outlets in living room
- 4 convenient outlets in kitchen
- 1 convenient outlet in bathroom
- 1 convenient outlet in utility room

Duplex Homes

- 5 convenient outlets in master bedroom
- 4 convenient outlets in all other bedrooms
- 2 convenient outlets in bathrooms
- 1 convenient outlet in cabinet or sauna room
- 1 convenient outlet in stairhall
- 6 convenient outlets in living room
- 5 convenient outlets in kitchen
- 3 convenient outlets in ski room
- 1 convenient outlet in powder room
- 1 convenient outlet in each deck
- 2 convenient outlets in lofts

STREETS

Greene County Route 83, known as Ski Bowl Road, is bituminous surfaced. Highlands Lane and Hunter Drive, will be finished in what is known in this area as "tar and chip" surfacing.

STREET LIGHTING

Underground cables for street lights and for lights in the parking areas will be installed under the road shoulders.

DRAINAGE

Drainage will meet the New York State Approved Lot Plan Specifications, with a series of rock riprap, drainage ditches under and around the parking lots where necessary, and along roads, through 24" up to 48" culvert pipes, and then into an approximately  $\frac{1}{4}$  acre sedimentary pond. The surface water will then settle out and proceed down boulder riprap swales and ditches to the normal road drainage ditches along Greene County Route 83, where it will eventually exit, along with normal surface drainage, to the Schoharie Creek. The Condominium buildings will all be under-drained and piped to subsurface drains and ditches throughout the project.

PARKING AREAS

7 parking areas, sized to plan requirements, and containing room for not less than 192 full size automobiles, will be tar and chip surfaced.

APPROVALS

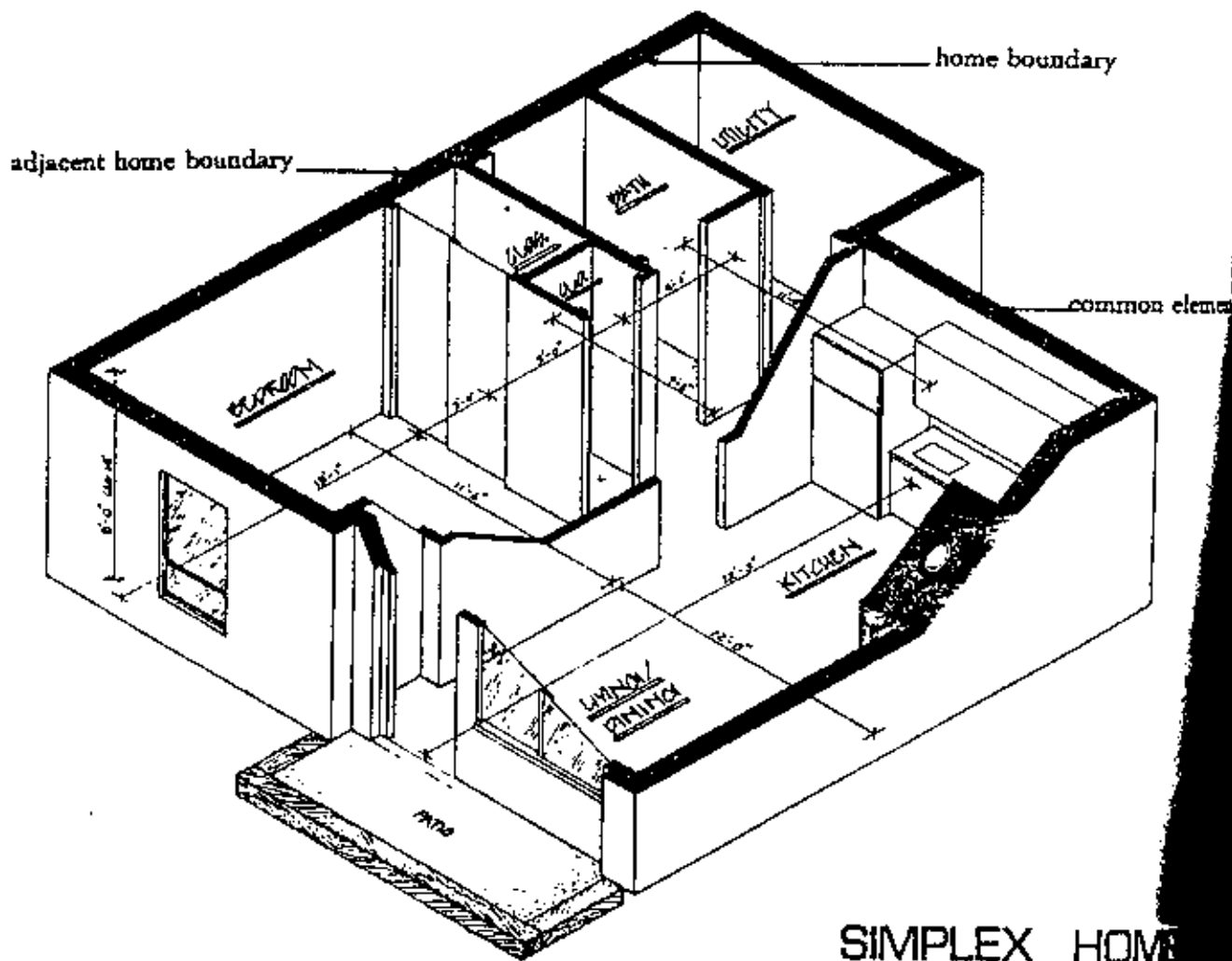
A Certificate of Occupancy will be issued by the Town of Hunter upon completion of each home and prior to the conveyance of title to that home.

SCHEDULE G  
OPTIONAL EXTRAS

The following items contained in the model homes are not included in the purchase prices set forth in Schedule C but may be purchased by the purchaser at additional cost, at purchaser's option:

- a) Sauna (available for duplex homes only)
- b) Washing machine
- c) Dryer
- d) Panelling

TYPICAL  
THREE DIMENSIONAL DRAWING  
SIMPLEX HOME



SIMPLEX HOME

Each simplex home consists of the area contained within the horizontal boundaries of the exterior surface of the sheet rock of the outside walls of the building and the exterior surface of the sheet rock of the walls separating such home from the adjoining homes and within the vertical boundaries of the top of the concrete floor slab to the exterior surface of the sheet rock ceiling.

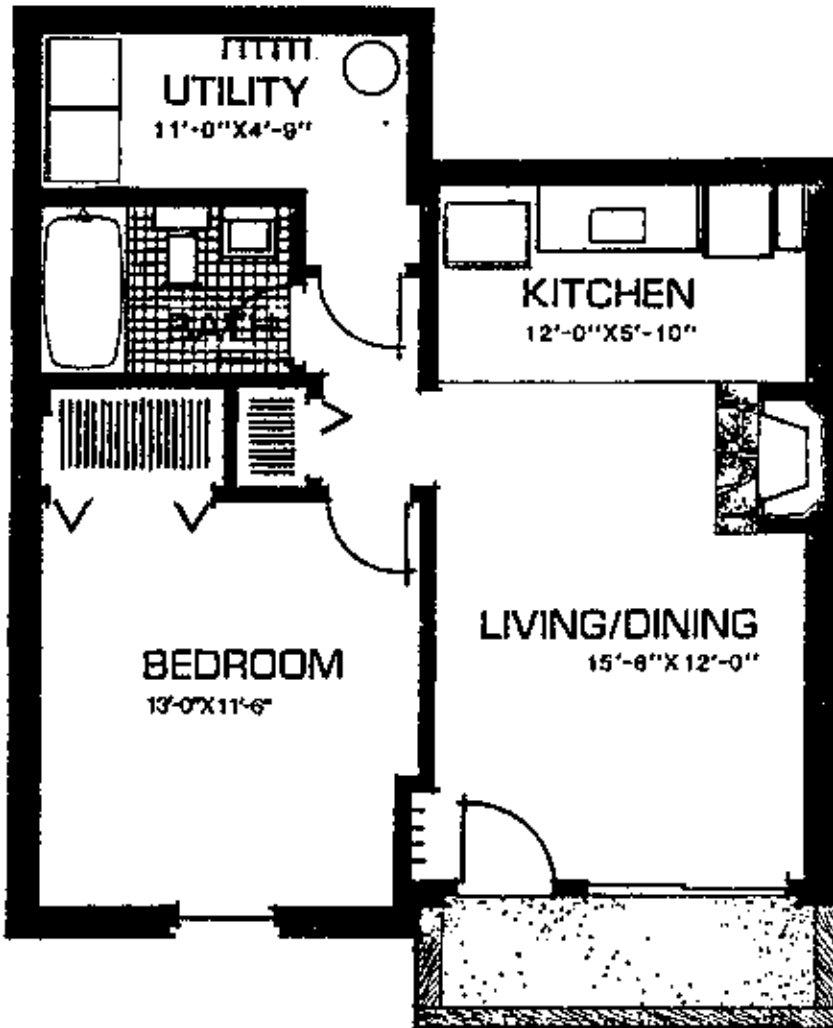
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SCHEDULE H

TYPICAL

FLOOR PLAN

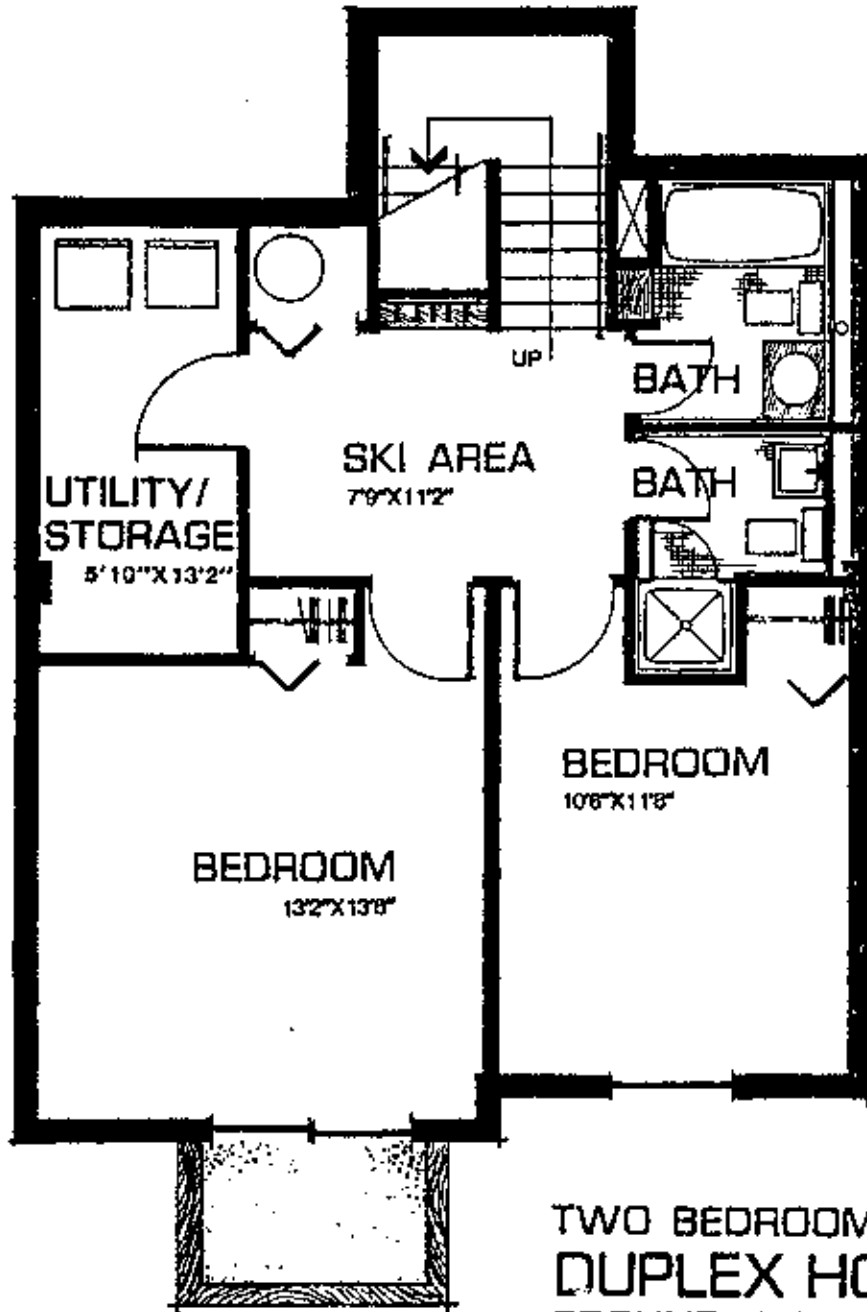
SIMPLEX HOME



SIMPLEX HOME  
FLOOR PLAN

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TYPICAL  
FLOOR PLAN  
TWO BEDROOM DUPLEX HOME

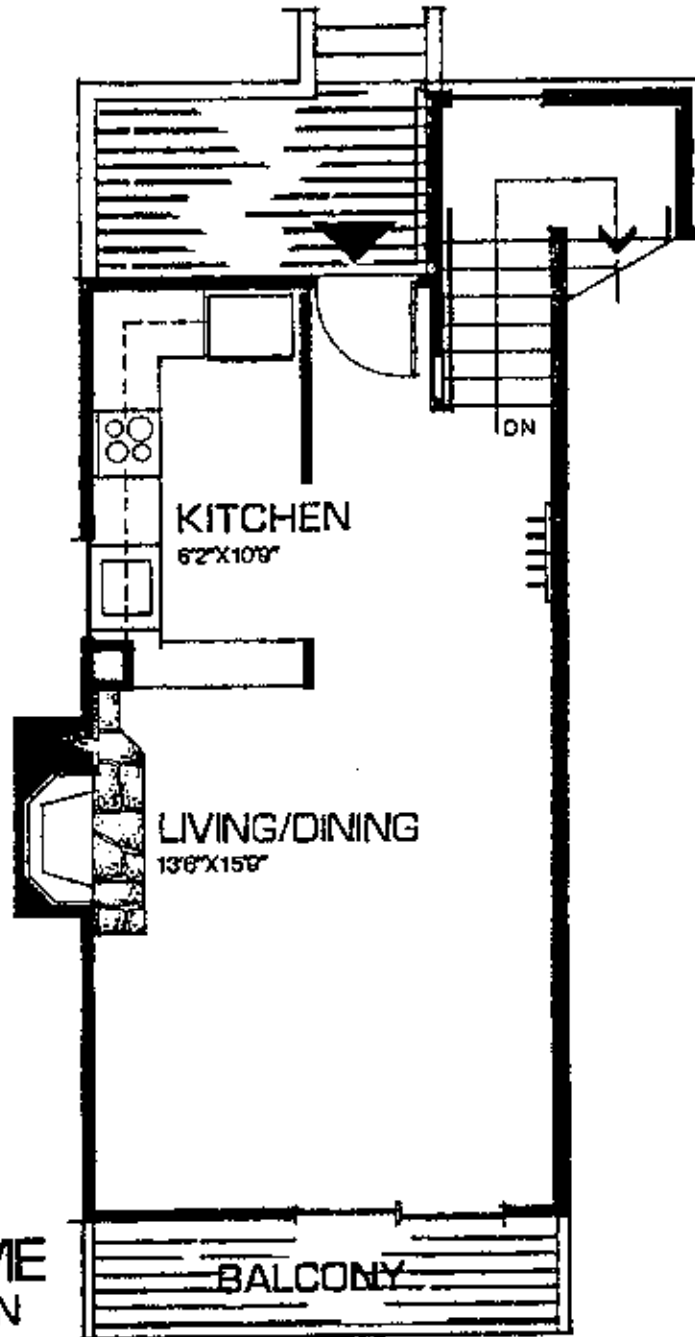


TWO BEDROOM  
DUPLEX HOME  
GROUND FLOOR PLAN



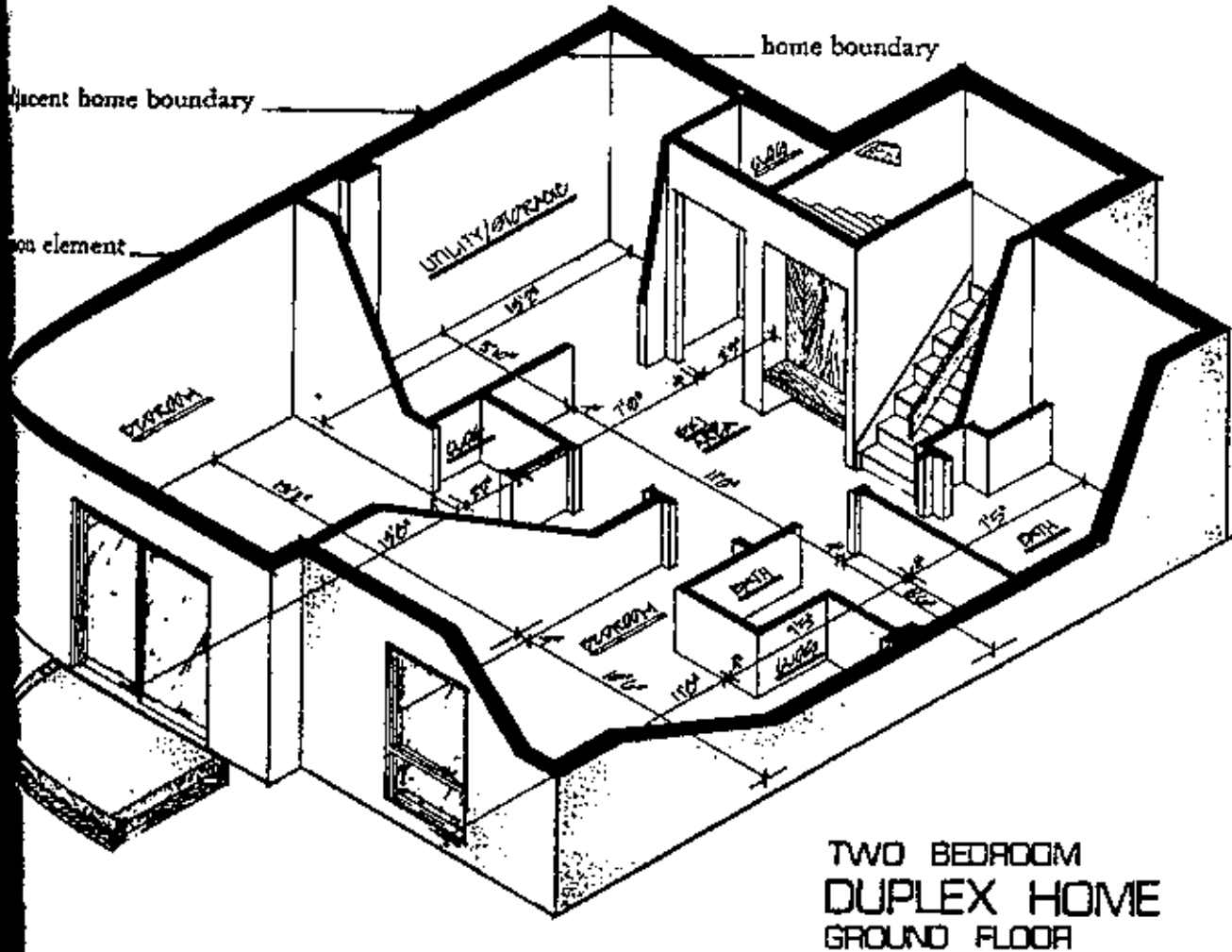
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TYPICAL  
FLOOR PLAN  
TWO BEDROOM DUPLEX HOME



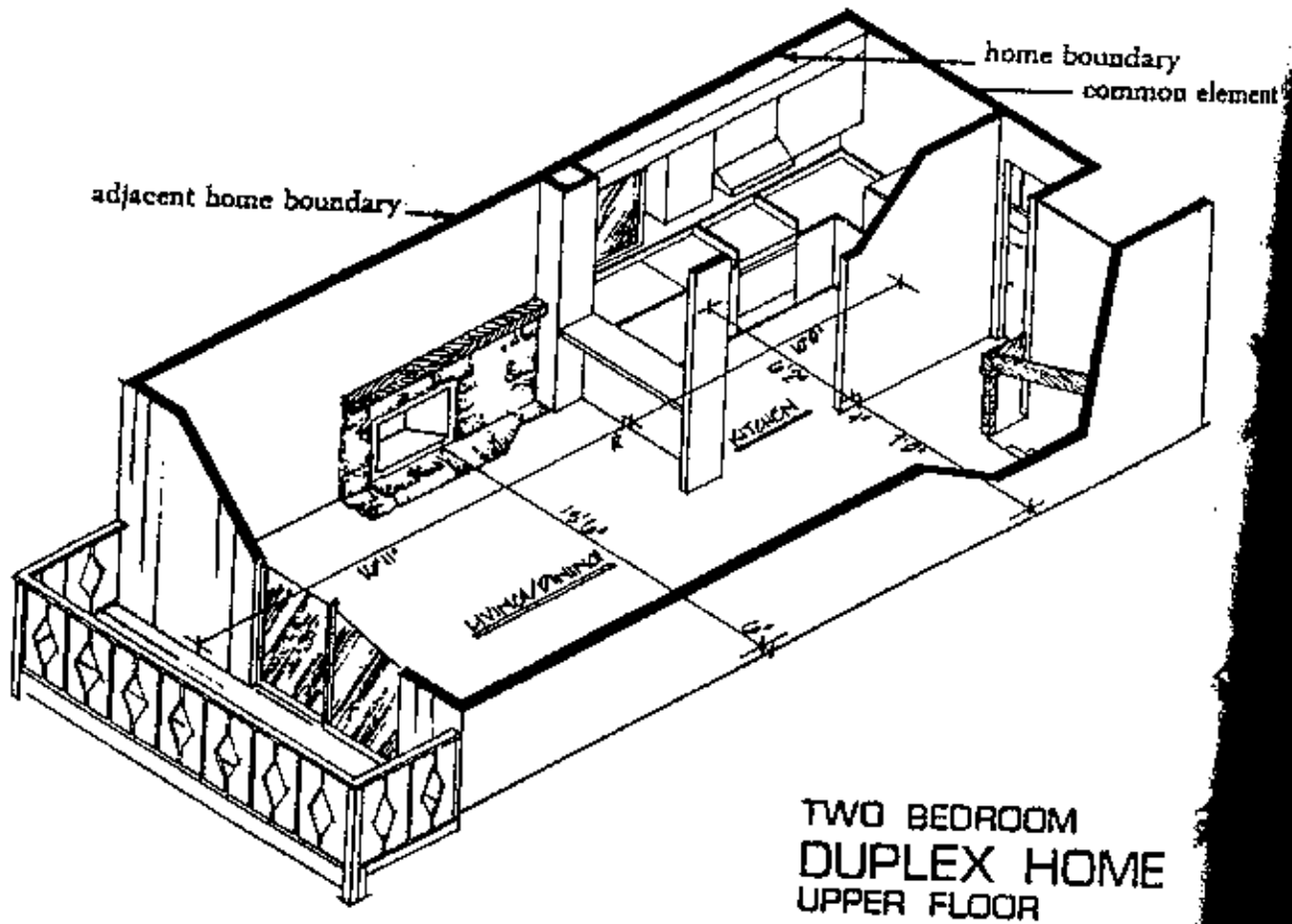
TWO BEDROOM  
DUPLEX HOME  
UPPER FLOOR PLAN

TYPICAL  
THREE DIMENSIONAL DRAWING  
TWO BEDROOM DUPLEX HOME



Each duplex home consists of the area contained within the horizontal boundaries of the exterior surface of the sheet rock of the outside walls of the building and the exterior surface of the sheet rock of the walls separating such home from the adjoining homes and within the vertical boundaries of the top of the concrete floor slab to the exterior surface of the sheet rock ceiling.

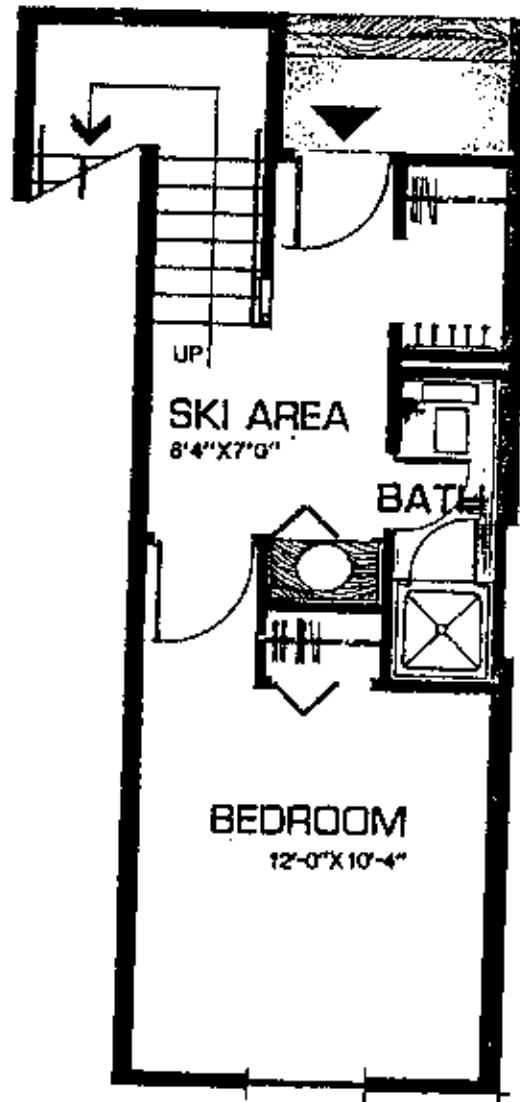
TYPICAL  
THREE DIMENSIONAL DRAWING  
TWO BEDROOM DUPLEX HOME



Each duplex home consists of the area contained within the horizontal boundaries of the exterior surface of the sheet rock of the outside walls of the building and the exterior surface of the sheet rock of the walls separating such home from the adjoining homes and within the vertical boundaries of the top of the concrete floor slab to the exterior surface of the sheet rock ceiling.

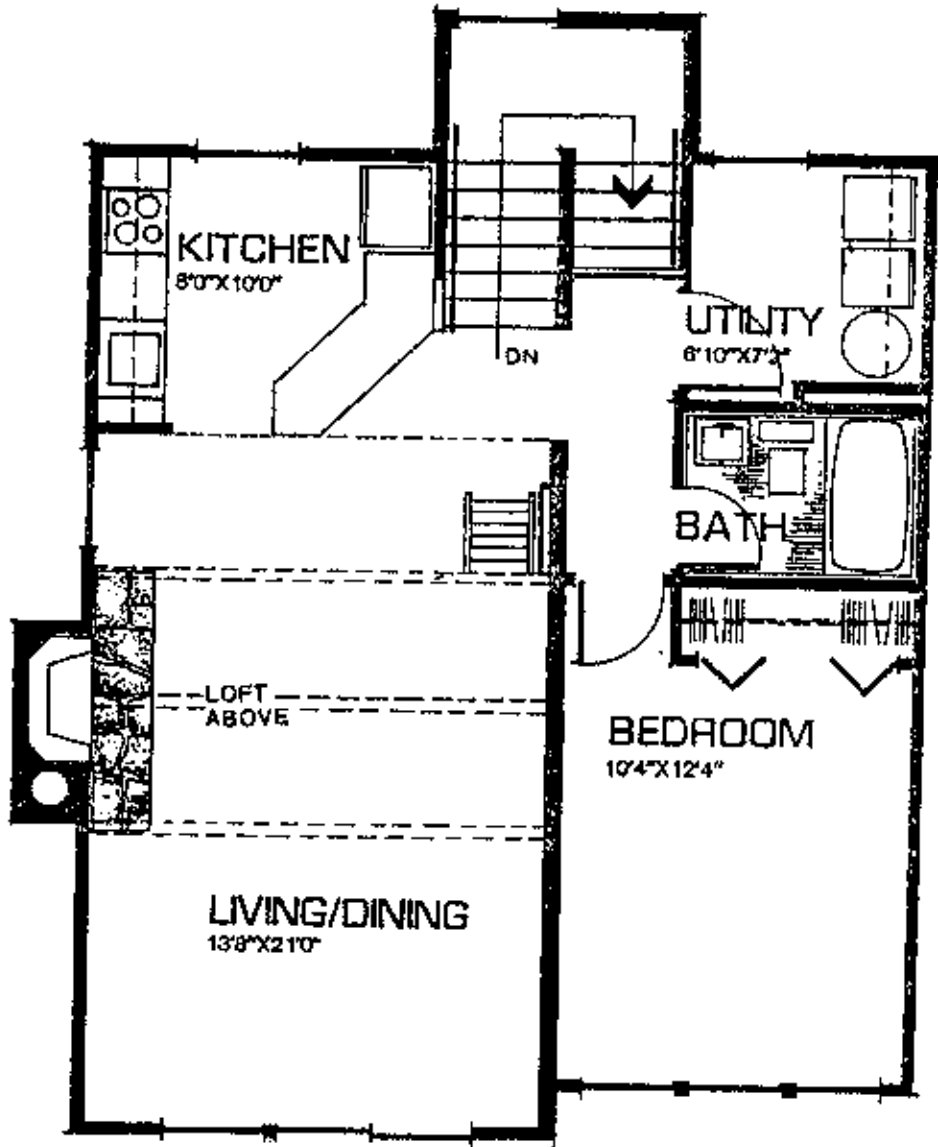
113

TYPICAL  
FLOOR PLAN  
TWO BEDROOM DUPLEX LOFT HOME



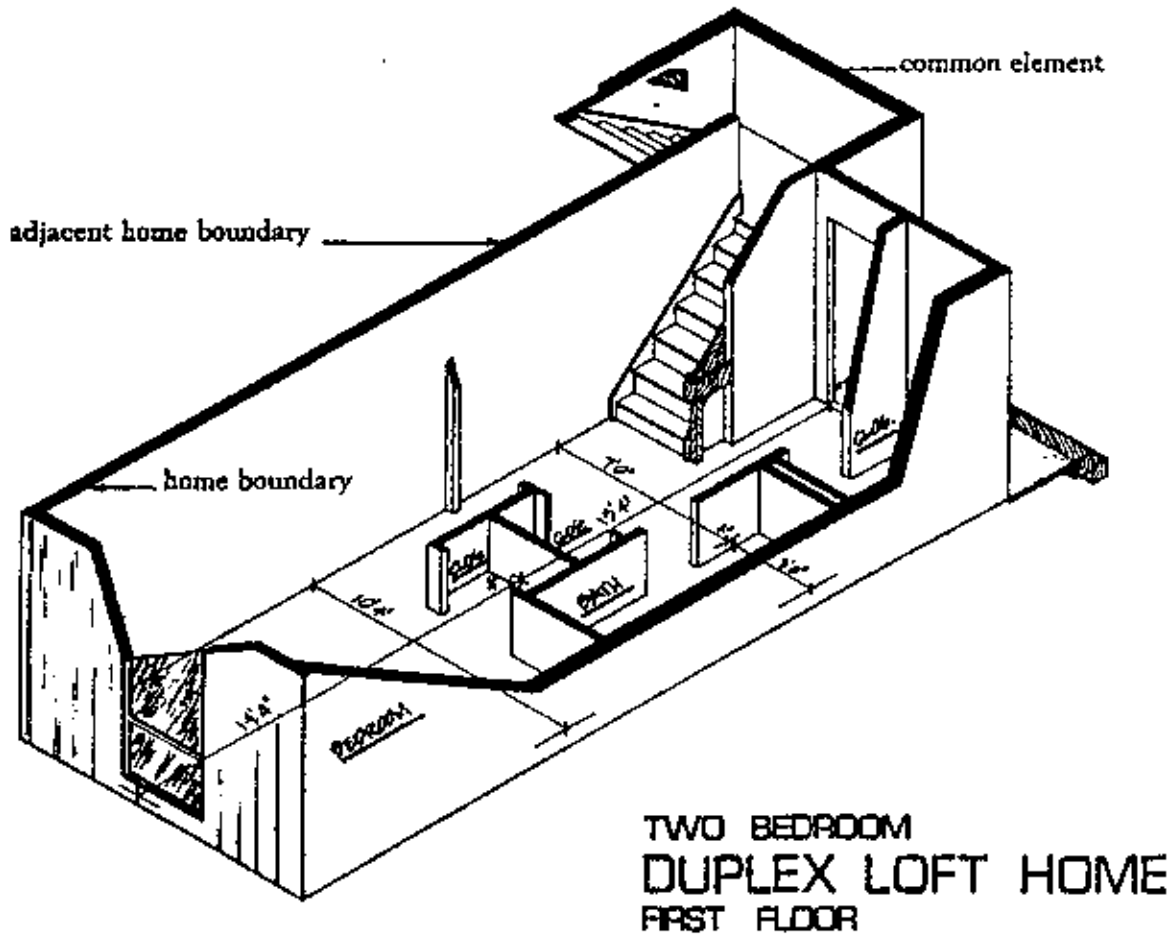
TWO BEDROOM  
DUPLEX LOFT HOME  
FIRST FLOOR PLAN

TYPICAL  
FLOOR PLAN  
TWO BEDROOM DUPLEX LOFT HOME



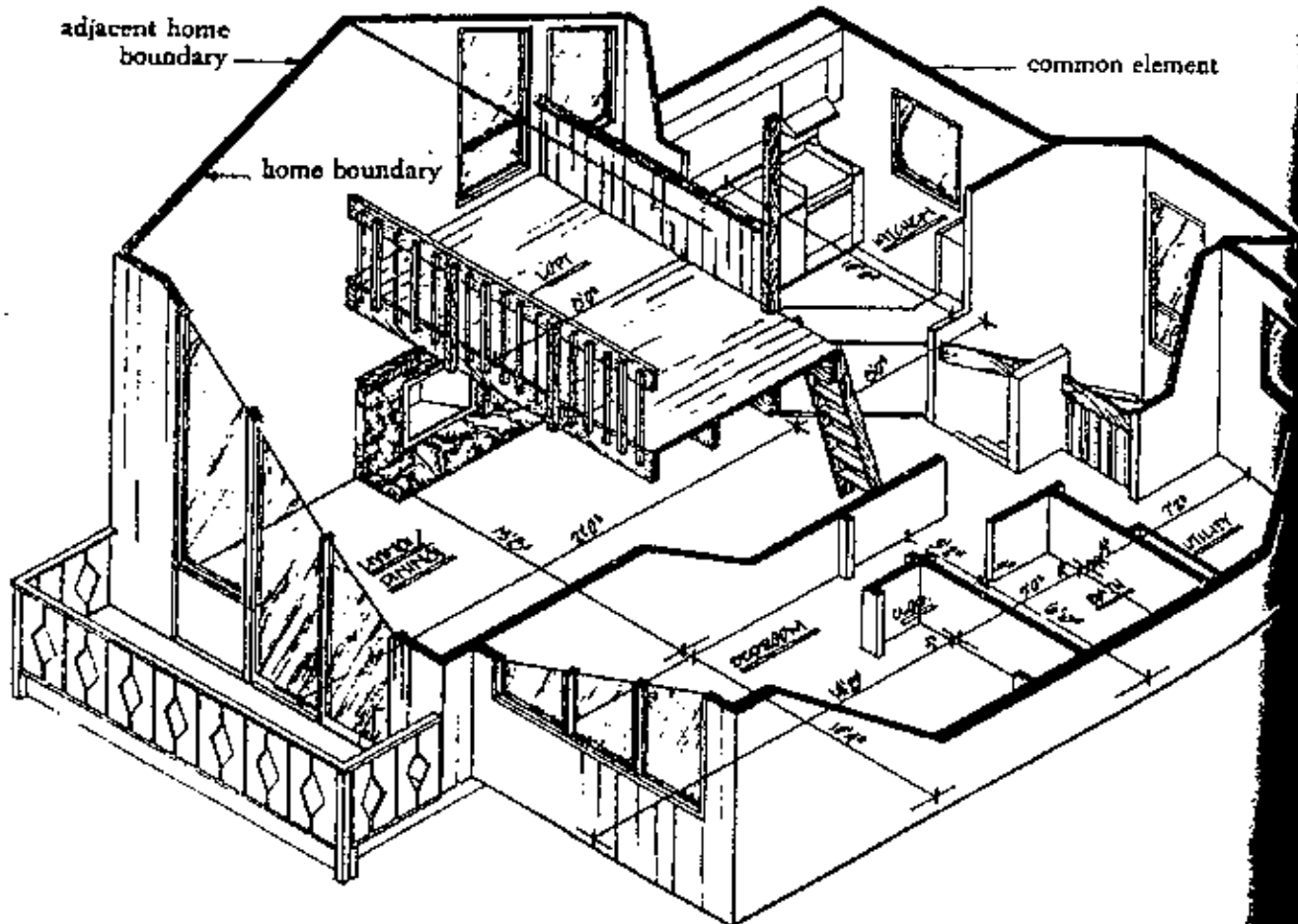
TWO BEDROOM  
DUPLEX LOFT HOME  
SECOND FLOOR PLAN

TYPICAL  
THREE DIMENSIONAL DRAWING  
TWO BEDROOM DUPLEX LOFT HOME



Each duplex loft home consists of the area contained within the horizontal boundaries of the exterior surface of the sheet rock of the outside walls of the building and the exterior surface of the sheet rock of the walls separating such home from the adjoining homes and within the vertical boundaries of the wood flooring to the exterior surface of the sheet rock ceiling. Exterior balconies are limited common areas.

TYPICAL  
THREE DIMENSIONAL DRAWING  
TWO BEDROOM DUPLEX LOFT HOME



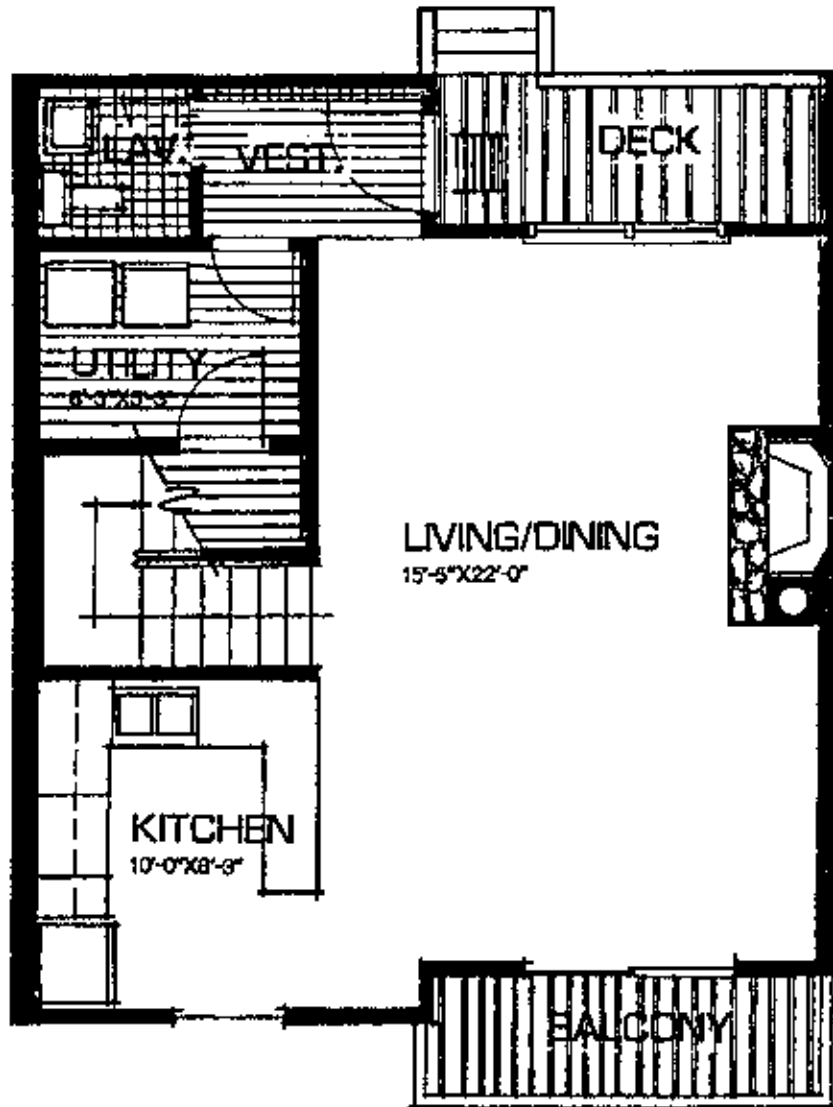
TWO BEDROOM  
DUPLEX LOFT HOME  
SECOND FLOOR

Each duplex loft home consists of the area contained within the horizontal boundaries of the exterior surface of the sheet rock of the outside walls of the building and the exterior surface of the sheet rock of the walls separating such home from the adjoining homes and within the vertical boundaries of the wood flooring to the exterior surface of the sheet rock ceiling. Exterior balconies are limited common areas.

117

TYPICAL  
FLOOR PLAN

THREE BEDROOM DUPLEX HOME

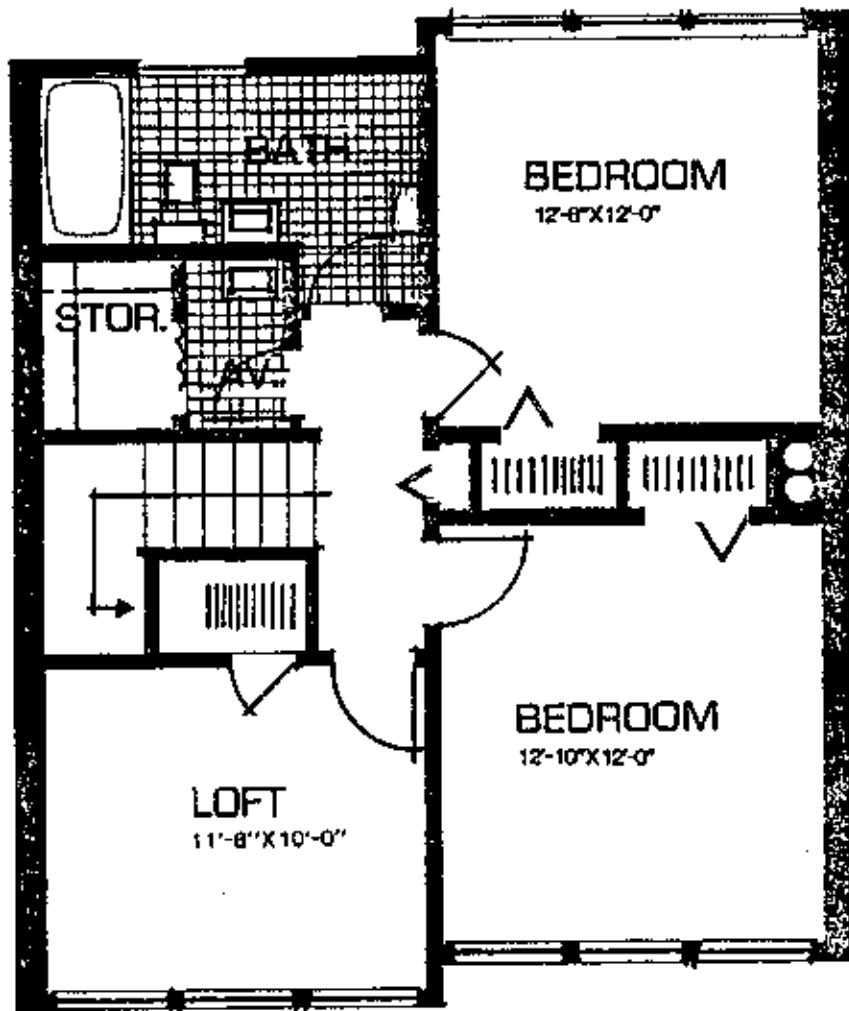


THREE BEDROOM  
DUPLEX HOME  
FIRST FLOOR PLAN



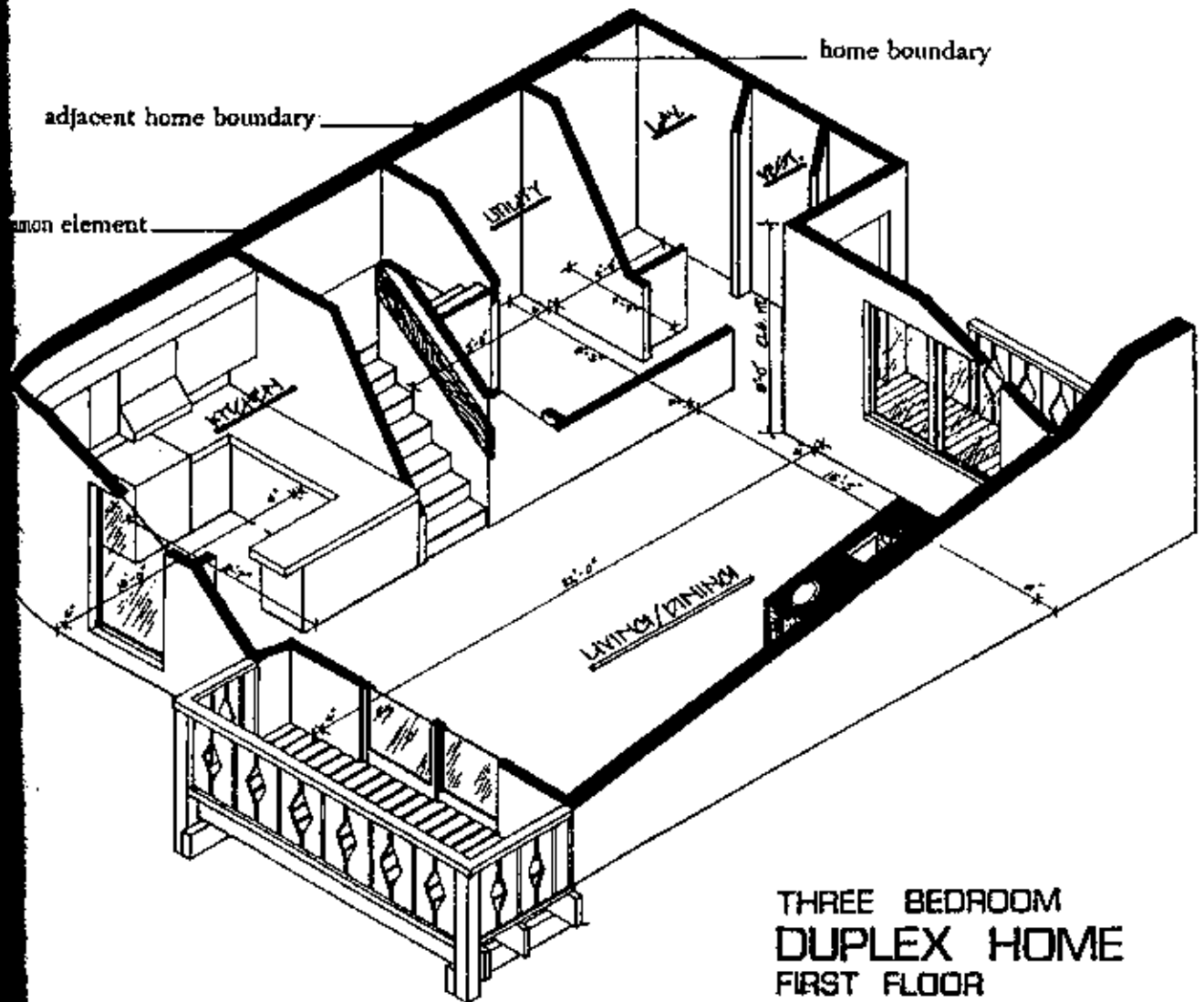
118

TYPICAL  
FLOOR PLAN  
THREE BEDROOM DUPLEX HOME



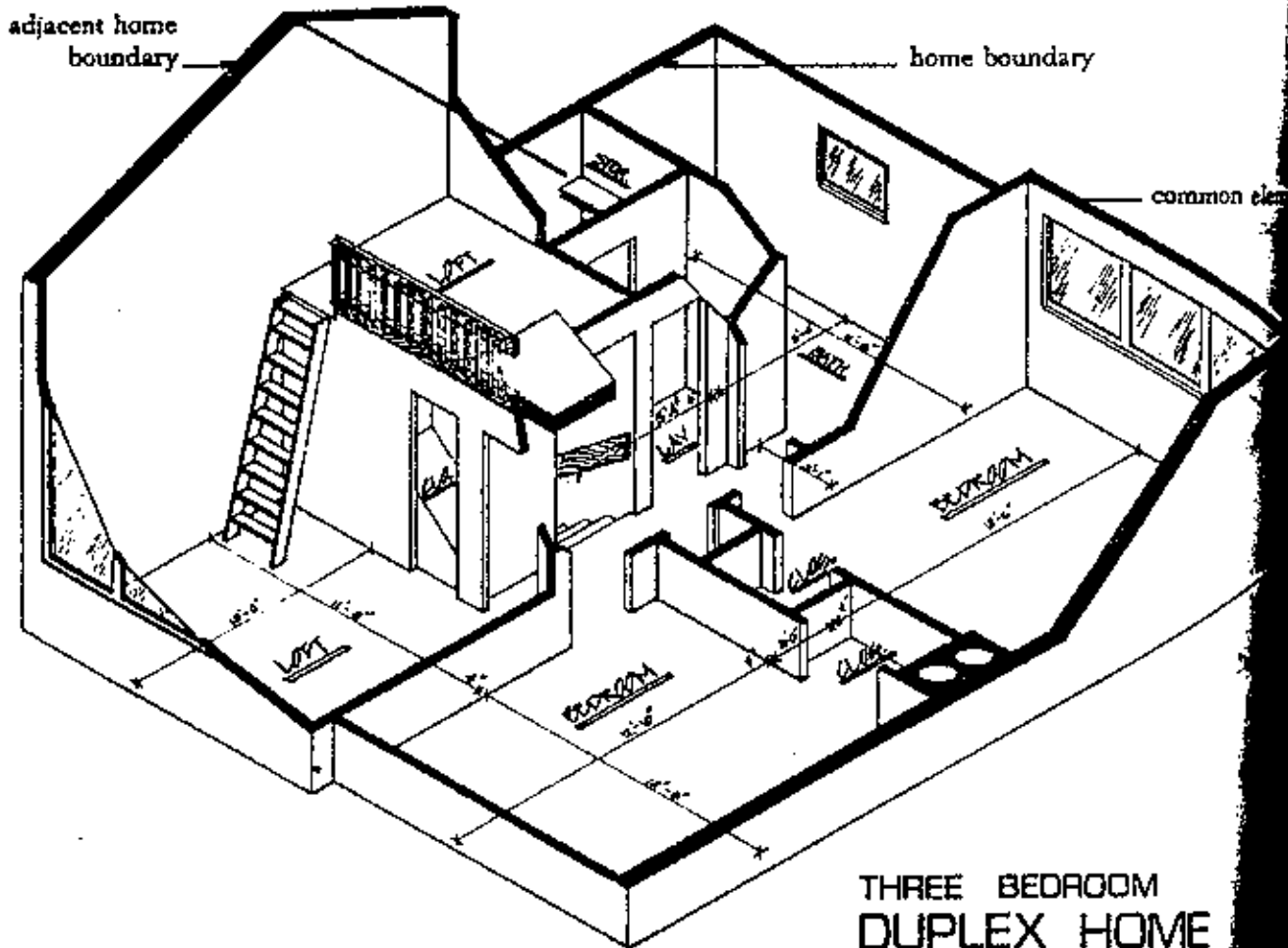
THREE BEDROOM  
DUPLEX HOME  
SECOND FLOOR PLAN

**TYPICAL  
THREE DIMENSIONAL DRAWING  
3 BEDROOM DUPLEX HOME**



Each 3 bedroom duplex home consists of the area contained within the horizontal boundaries of the exterior surface of the sheet rock of the outside walls of the building and the exterior surface of the sheet rock of the walls separating such home from the adjoining homes and within the vertical boundaries of the wood flooring to the exterior surface of the sheet rock ceiling. Exterior balconies are limited common areas.

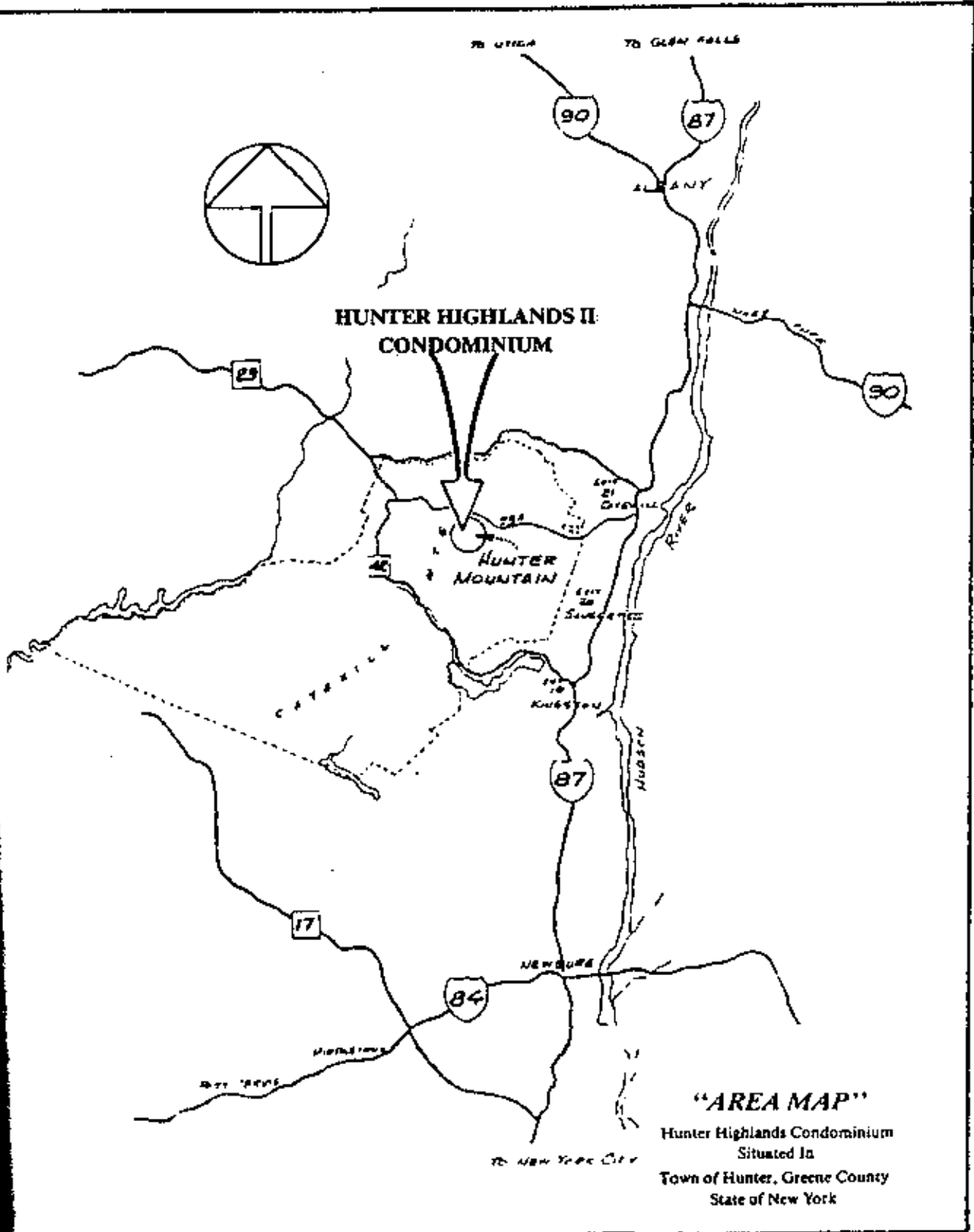
TYPICAL  
THREE DIMENSIONAL DRAWING  
3 BEDROOM DUPLEX HOME



THREE BEDROOM  
DUPLEX HOME  
SECOND FLOOR

Each 3 bedroom duplex home consists of the area contained within the horizontal boundaries of the exterior surface of the sheet rock of the outside walls of the building and the exterior surface of the sheet rock of the walls separating such home from the adjoining homes and within the vertical boundaries of the wood flooring to the exterior surface of the sheet rock ceiling. Exterior balconies are limited common areas.

**SCHEDULE I**  
**MAP OF SURROUNDING AREA**



element

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SCHEDULE J  
DECLARATION

Establishing a Plan of Condominium Ownership of  
Premised Located in the Town of Hunter, Greene  
County, New York, Pursuant to Article 9-B of  
the Real Property Law of the State of New York  
(A small portion of the access road lies within  
the Village of Hunter)

Name: HUNTER HIGHLANDS II CONDOMINIUM

Sponsor: HUNTER HIGHLANDS

Date of Declaration: , 19

BARON & GLEICH, ESQS.  
Attorneys for Sponsor  
11 Middle Neck Road  
Great Neck, New York 11021

I  
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DECLARATION

Establishing

HUNTER HIGHLANDS II CONDOMINIUM

Pursuant to Article 9-B of the Real Property  
Law of the State of New York

Hunter Highlands, a New York limited partnership, having an office at Hunter Highlands, Town of Hunter, Greene County, New York, hereinafter referred to as the "Sponsor" does hereby declare:

FIRST: Submission of Property. The Sponsor hereby submits the land more particularly described in Exhibit A annexed hereto and made a part hereof, together with all improvements thereon erected (hereinafter referred to as the "Buildings") owned by the Sponsor in fee simple absolute (the land and the Buildings hereinafter collectively referred to as the "Property") to the provisions of Article 9-B of the Real Property Law of the State of New York.

SECOND: Name of Condominium. The Condominium shall be known as "Hunter Highlands II Condominium".

THIRD: Description of the Buildings. The property consists of fifteen (15) three (3) story Buildings (designated as "K", "L", "M", "N", "O", "P", "Q", "R", "S", "T", "U", "V", "W", "X", and "Y",) and containing a total of one-hundred twenty (120) Condominium homes (the term "Home" and

"Home Owner" as used herein shall be construed to mean "unit" and "unit owner" as defined in Section 339-e of Article 9-B of the Real Property Law of the State of New York) constructed on approximately 12.352 acres of land.

The Buildings are of concrete block and wood frame construction. Each of the Buildings contains eight homes as follows: Buildings "K", "L", "M", "O", "P", "R", "U", "W" and "Y" contain eight two bedroom Duplex Homes. Buildings "N", "Q", "S", "T", "V" and "X" contain four Simplex Homes and four three bedroom Duplex Homes. A Simplex Home is a one level, one bedroom Home, located on the first floor. There are three styles of Duplex Homes, all built on two levels: a two bedroom Duplex Home located on the first and second floors; a two bedroom Duplex loft located on the second and third floors and containing a loft (mezzanine) reached by a wall ladder; and a three bedroom Duplex Home located on the second and third floors and which also contains a loft. All Simplex Homes and the first floor of all two bedroom Duplex Homes have exterior walls of 8" or 12" concrete blocks. The second floor of all two bedroom Homes and all two bedroom Duplex lofts and all three bedroom Duplex Homes are of wood frame construction, with the exception of the walls separating the Homes which are of 8" concrete blocks constructed to the underside of the roof covered with fir texture T 1-11 rough sawn exterior siding. The roof is of asphalt shingle. All footings are of poured concrete. Simplex floors and the first floor of the two bedroom Duplex Homes are of 4" concrete slabs; two bedroom Duplex Loft



Homes and three bedroom Duplex Homes floors are of hemlock or fir joist construction covered with plywood. Interior frame walls are of 1/2" sheetrock over 2" by 4" studding. All ceilings are of sheetrock. Exterior frame walls have been insulated with R-11 fiberglass insulation and ceilings below the roof and floors between the Simplex Homes and Duplex Homes and the top floor ceiling of Duplex Homes have been insulated with R-19 fiberglass insulation, all in accordance with electric heat specifications. All exterior cement blocks are covered with cement plaster on the exterior side. Soffits are of exterior grade plywood. Interior stairways are of pine wood construction including stringers and risers with oak treads. Exterior doors are factory packaged including frames, jamb, head and sill weatherstripping with sheet metal over wood core doors. All Duplex Homes have front and rear balconies constructed of hemlock or fir 2" x 8" framing covered with plywood decking and wood railings of swiss style balustrades. All exterior stairways have railings with wooded balusters. All windows have insulated glass. Aluminum sliding doors have insulated tempered glass. Interior doors are of hollow core laminated wood. Aluminum flashing is installed at the roof eaves and where the roof lines meet. Roofs are constructed with overhangs to prevent run-offs down the sides of buildings with the surrounding ground graded and swailed to carry run-off away from the buildings in lieu of gutters and leaders to prevent ice buildup.

FOURTH: Home Designation. Exhibit B annexed hereto and made a part hereof contains a list of all homes, their unit designations and tax lot numbers, locations, approximate area, number of rooms, common elements to which each has immediate access (all as shown on the floor plans of the Buildings, certified by Bernard Kellenyi, licensed architect, and filed in the Office of the Clerk of Greene County, New York, simultaneously with the recording of this Declaration), and the percentage of interest of each Home in the common elements.

FIFTH: Dimensions of Homes. Each Home consists of the area contained within the horizontal boundaries of the exterior surface of the sheetrock of the outside walls of the Building and the exterior surface of the sheetrock of the walls separating such Home from the adjoining Homes and within the vertical boundaries of the top of the floor to the exterior surface of the sheetrock ceiling of each Simplex Home and the top of the lower floor of each Duplex Home to the surface of the sheetrock ceiling of the top floor of the Duplex Home. Also included, as "limited common elements" appurtenant to each Duplex Home, are the front and rear balconies adjoining that Home. As limited common elements, such balconies may be used solely by the Owners of the Homes

to which they are appurtenant and only in accordance with the rules and regulations established by the Board of Managers from time to time. Such limited common elements shall be maintained by the Board of Managers and the cost of such maintenance will be a part of the common charges.

SIXTH: Use of Homes. Homes must be used only for residential occupancy by no more than four (4) adults per Simplex Home or six (6) adults per Duplex Home, each together with any number of their children (including adopted and foster children).

SEVENTH: Common Elements and Limited Common Elements. Common elements (other than limited common elements) consist of all portions of the Property other than the Homes as described above, including but not limited to the following: Outside walls and roofs of the Buildings; all land (including the land under the Buildings); all utilities and other pipe lines and materials located outside of the Homes; the driveways and parking areas for cars; pedestrian walkways; and all other parts of the Condominium intended for the common use of all Home Owners when necessary or convenient to the common use of all Home Owners or when necessary or convenient to the existence, maintenance or safety of the Property. The front and rear balconies of the Duplex Homes are limited common elements for use solely by the owners of the appurtenant Homes.

EIGHTH: Encroachments. If any portion of the common elements now encroaches upon any Home, or if any Home now encroaches upon any other Home or upon any portion of the common elements, as a result of the construction of any of the Buildings, or if any such encroachments shall occur hereafter as a result of settling or shifting of any of the Buildings, or by reason of the repair and/or restoration by the Board of Managers of any of the Buildings, any Home or the common elements, a valid easement for the encroachment and for the maintenance of the same so long as the Building stands, shall exist. In the event a Building, a Home, any adjoining Home or any adjoining common element, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings and then rebuilt, encroachments of parts of the common elements upon any Home or of any Home upon any other Home or upon any portion of the common elements due to such rebuilding shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the Building shall stand.

NINTH: Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and Other Common Elements Located Inside of Homes. Each Home Owner shall have an easement in common with the Owners of all other Homes to use pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other Homes and serving his Home.

Each Home shall be subject to an easement in favor of the Owners of all other Homes to use the pipes, ducts, cables, wires, conduits, public utility lines and other common elements serving such other Homes and located in such Home. The Board of Managers shall have a right to access to each Home to inspect the same, and make repairs to the common elements, wires, pipes, conduits and cable television lines servicing any other Home, to prevent damage to the common elements or any other Home, or to comply with any applicable law, rule or regulation now existing or hereafter promulgated by any governmental agency having jurisdiction.

**TENTH: Acquisition of Homes by Board of Managers.**

In the event any Home Owner shall surrender his Home, together with: (i) the undivided interest in the common elements appurtenant thereto; (ii) the interest of such HOME Owner in any other Homes acquired by the Board of Managers or its designee on behalf of all Home Owners or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such Home Owner in any other assets of the Condominium (hereinafter collectively called the "Appurtenant Interests", pursuant to Section 1 of Article VII of the By-Laws, or in the event the Board of Managers shall purchase at a foreclosure or other judicial sale, a Home, together with the Appurtenant Interests, shall be held by the Board of Managers or its designee, corporate or otherwise, on behalf of all Home Owners, in proportion to their respective common interests.

ELEVENTH: Person to Receive Service. As long as the Sponsor owns any Home, Richard Thomson residing at G-7, Hunter Highlands, Hunter, New York (or other resident designee of the Sponsor in the event Richard Thomson is no longer employed by the Condominium), is hereby designated to receive service of process in any action or proceedings which may be brought against the Condominium. Thereafter, any member of the Board of Managers residing in a Home, is hereby designated to receive service of process in any action or proceeding which may be brought against the Condominium.

TWELFTH: Homes Subject to Declaration, By-Laws and Rules and Regulations. All present and future owners, tenants and occupants of Homes shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entering into occupancy of any Home shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Home, as though such provisions were recited and stipulated at length in each and

every deed of conveyance or lease thereof.

THIRTEENTH: Reservation by Sponsor: The Sponsor, on behalf of itself, its successors and assigns, and on behalf of Hunter Highlands Condominium, reserves an easement of ingress and egress by foot and vehicle over Highlands Lane and Hunter Drive (including the right of dedication to the Town of Hunter) and over all roadways constructed on the Property in favor of the remaining land of the Sponsor and an easement throughout the common elements for the purpose of installation, maintenance, repair and replacement of all sewer, water, electric, telephone, cable television lines, drainage pipes, lines, mains, conduits, wires, and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility, sewage or drainage system, in favor of the remaining lands of the Sponsor, its successors and assigns.

FOURTEENTH: Common Maintenance of Roadways. In the event that the Town of Hunter does not accept dedication of Highlands Lane and Hunter Drive, the Home Owners (as part of the common charges) shall contribute the Condominium's proportionate share of all costs incurred by a not-for-profit corporation, to be formed by the Sponsor and to which title to Highlands Lane and Hunter Drive shall be conveyed by the Sponsor; in connection with the maintenance of said road-

ways, including the lighting thereof and snow removal therefrom, and which proportionate share shall be equal to a fraction using the total assessed values of all homes in the Condominium as the numerator and the total of the assessed values of all property using said roadways (including the Condominium) as the denominator.

FIFTEENTH: Sewage Disposal System. The Condominium is connected to sewage treatment system owned and operated by Highlands Pollution Control Corp., a sewage-works corporation created pursuant to Articles 1 and 10 of the Transportation Corporation Law of the State of New York. The sewage disposal system and all facilities now or hereafter built or installed in connection therewith upon the Condominium shall at all times be maintained in good repair and condition and shall be operated in accordance with all applicable Federal, State and local regulations regarding such systems, until such time as it may be included in and dedicated to a sewer district, municipality or transportation corporation.

This section shall not be amended so as to eliminate or substantially impair the obligation for the maintenance and repair of the sewage disposal system and shall be deemed to run with the land and shall be binding upon the Condominium, its successors and assigns.

SIXTEENTH: Amendment of Declaration. This Declaration



may be amended only by the vote of not less than 80% per cent in number and in common interest of all Home Owners (with the consent of the first mortgagees, if any, of the same Homes), cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, provided, however, that the common interest appurtenant to each Home as expressed in this Declaration shall not be altered without the consent of all Home Owners affected. No amendment shall be effective until recorded in the office of the clerk of Greene County. There shall be a presumption for a period of sixty (60) days subsequent to the recording of the amendment that the vote of the Home Owners' was made at a duly called meeting and that the requisite voting percentage was obtained. After the sixty (60) day period, such presumption will be deemed conclusive.

SEVENTEENTH: Mortgagees' Consent. In each and every case in which, under the provisions of this Declaration, the By-Laws or the Condominium Act, the unanimous consent or unanimous vote of the Home Owners is required, the reasonable approval of the holder(s) of a majority of first mortgages upon Homes in the Condominium shall also be required.

EIGHTEENTH: Invalidity. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect

of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

NINETEENTH: Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

TWENTIETH: Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

TWENTY-FIRST: Gender. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

In Witness Whereof, the Sponsor has caused this Declaration to be executed this                    day of                    , 19

HUNTER HIGHLANDS

By BEACON BROKERAGE CORP.

By \_\_\_\_\_  
General Partner



## EXHIBIT A

All that certain plot, piece or parcel of land, situate, lying and being in the Town of Hunter, County of Greene and State of New York, bounded and described as follows:

BEGINNING at a point in the southeast bounds of land conveyed to Shanty Hollow Corporation by West Side Federal Saving and Loan Association by deed dated June 14, 1977 and recorded in the Office of the Clerk of Greene County on July 18, 1977 in Liber of Deeds 488 of page 1117, said point being on a course and distance of S 33° 25' 50" W 123.94 feet from a point marking the most northerly corner of lands of said Shanty Hollow Corporation, said point also marking the southwest corner of Phase I, thence S 80° 04' 10" E 376.25 feet to a point in the line of a cul-de-sac located at the end of a road called Highlands Lane; thence along a line of said cul-de-sac curving to the left with a radius of 60 feet a distance measured along the arc of 190.04 feet to a point therein; thence along the easterly and the southerly bounds of said Highlands Lane the following seven courses and distances, thence along a line curving to the left with a radius of 115 feet a distance measured along the arc of 107.54 feet to a point of tangency; thence N 5° 43' E 133.00 feet to a point of curvature; thence on a line curving to the right with a radius of 70 feet a distance measured along the arc of 143.96 feet to a point of change of curvature; thence on a line curving to the right with a radius of 315.00 feet a distance measured along the arc of 116.19 feet to a point of reverse curvature; thence along a line curving to the left with a radius of 425 feet a distance along the arc of 189.15 feet to a point of Tangency; thence S 60° 49' E 91.62 feet to a point of curvature; and thence along a line curving to the right with a radius of 21.44 feet a distance measured along the arc of 34.56 feet to a point in the westerly bounds of a road called Hunter Drive; thence along the westerly and the northerly bounds of said Hunter Drive the following four courses and distances, thence on a line curving to the left with a radius of 425 feet a distance measured along the arc of 204.71 feet to a point of tangency; thence S 3° 57' 10" W 256.55 feet to a point of curvature; thence on a line curving to the right with a radius of 150.00 feet a distance measured along the arc of 322.01 feet to a point of tangency; and thence N 53° 02' 50" W 840.00 feet to a point in the line of a cul-de-sac at the end of said Hunter Drive; thence on a curve to the left along the line of said cul-de-sac with a radius of 60 feet a distance measured along the arc of 94.25 feet to a point therein; thence N 53° 02' 50" W 5.75 feet to a point in the southeast bounds of land of said Shanty Hollow Corporation; thence along said bounds N 33° 25' 50" E 186.13 feet to the point and place of beginning. Containing 10.404 Acres of land.

Also a parcel of land situate lying and being on the easterly side of a road called Hunter Drive bounded and described as follows:

BEGINNING at a point in the east bounds of said Hunter Drive in range with the south bounds of Highlands Lane thence along other land of Hunter Highlands S 60° 49' E 356.67 feet to a point in the west bounds of lands of Jack J. Forest and others; Thence along said bounds S 43° 18' 50" W 320.00 feet; thence along other lands of Hunter Highlands N 46° 41' 10" W 224.62 feet to a point in the east bounds of said Hunter Drive; thence along the east bounds of said Hunter Drive the following three courses and distances N 3° 57' 10" E 61.64 feet to a point of curvature; thence along a line curving to the right with a radius of 375 feet a distance measured along the arc of 180.62 feet to a point of tangency; thence N 31° 33' E 24.42 feet to the point and place of beginning. Contain 1.948 Acres of land.

The above two described parcels contain a total 12.352 Acres of land.

Together with an easement, in common with others, over the drives, roadways and walkways within the Condominium and leading to Highlands Lane, and an easement, in common with others, over Highlands Lane and Hunter Drive to Greene County Route No. 83. A small portion of Hunter Drive lies within the Village of Hunter.

The above described premises, and the aforementioned access roads leading thereto, and the locations of the buildings containing the Homes are shown and delineated on a certain map entitled "Map of Survey of Hunter Highlands II Condominium situated in the Town of Hunter, County of Greene, State of New York" prepared by Ralph E. Powell, P.L.S. dated June 26, 1979, revised August 6, 1979, which map is filed simultaneously with the aforementioned Declaration of Condominium in the Greene County Clerk's Office.

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## EXHIBIT B

(1) Home No.	(2) Home Descrip- tion	% of Common Elements	Windows Face	Approx. (3) Sq.Ft.	No. of (3) (4) Rooms/ Baths	Tax Lot No.
K-1	D/L	.86639	S/W,N/E,N/W	1,110	5/2	
K-2	D	.84128	S/W,N/E,N/W	1,030	5/2	
K-3	D/L	.84128	S/W,N/E	1,110	5/2	
K-4	D	.81617	S/W,N/E	1,030	5/2	
K-5	D/L	.84128	S/W,N/E	1,110	5/2	
K-6	D	.81617	S/W,N/E	1,030	5/2	
K-7	D/L	.86639	S/W,S/E,N/E	1,110	5/2	
K-8	D	.84128	S/W,S/E,N/E	1,030	5/2	
L-1	D/L	.86639	S/W,N/E,N/W	1,110	5/2	
L-2	D	.84128	S/W,N/E,N/W	1,030	5/2	
L-3	D/L	.84128	S/W,N/E	1,110	5/2	
L-4	D	.81617	S/W,N/E	1,030	5/2	
L-5	D/L	.84128	S/W,N/E	1,110	5/2	
L-6	D	.81617	S/W,N/E	1,030	5/2	
L-7	D/L	.86639	S/W,S/E,N/E	1,110	5/2	
L-8	D	.84128	S/W,S/E,N/E	1,030	5/2	
M-1	D/L	.86639	S/W,N/E,N/W	1,110	5/2	
M-2	D	.84128	S/W,N/E,N/W	1,030	5/2	
M-3	D/L	.84128	S/W,N/E	1,110	5/2	
M-4	D	.81617	S/W,N/E	1,030	5/2	
M-5	D/L	.84128	S/W,N/E	1,110	5/2	
M-6	D	.81617	S/W,N/E	1,030	5/2	
M-7	D/L	.86639	S/W,S/E,N/E	1,110	5/2	
M-8	D	.84128	S/W,S/E,N/E	1,030	5/2	
N-1	D/3	.99196	S/W,N/E,N/W	1,270	6/3	
N-2	S	.60271	N/E	576	3/1	
N-3	D/3	.96685	S/W,N/E	1,270	6/3	
N-4	S	.59015	N/E	576	3/1	
N-5	D/3	.96685	S/W,N/E	1,270	6/3	
N-6	S	.59015	N/E	576	3/1	
N-7	D/3	.99196	S/W,N/E,S/E	1,270	6/3	
N-8	S	.60271	N/E	576	3/1	

All homes have direct access to the outside and to the common elements. No home has a basement or a cellar.

## FOOTNOTES:

1. Letter designates Building and number designates Home within the Building.
2. S=Simplex; D=2 bedroom Duplex; D/L=2 bedroom Duplex loft; D/3=3 bedroom Duplex
3. Includes sleeping loft in D/L and D/3.
4. "Baths" includes lavatories and bathrooms with bathtubs.

## EXHIBIT B-(continued)

(1) Home No.	(2) Home Descrip- tion	% of Common Elements	Windows Face	Approx. (3) Sq. Ft.	No. of (3) (4) Rooms/ Baths	Tax Lot No.
O-1	D/L	.86639	W,E,N	1,110	5/2	
O-2	D	.84128	W,E,N	1,030	5/2	
O-3	D/L	.84128	W,E	1,110	5/2	
O-4	D	.81617	W,E	1,030	5/2	
O-5	D/L	.84128	W,E	1,110	5/2	
O-6	D	.81617	W,E	1,030	5/2	
O-7	D/L	.86639	W,E,S	1,110	5/2	
O-8	D	.84128	E,E,S	1,030	5/2	
P-1	D/L	.86639	W,E,N	1,110	5/2	
P-2	D	.84128	W,E,N	1,030	5/2	
P-3	D/L	.84128	W,E	1,110	5/2	
P-4	D	.81617	W,E	1,030	5/2	
P-5	D/L	.84128	W,E	1,110	5/2	
P-6	D	.81617	W,E	1,030	5/2	
P-7	D/L	.86639	W,E,S	1,110	5/2	
P-8	D	.84128	W,E,S	1,030	5/2	
Q-1	D/3	.99196	S/E,S/W,N/E	1,270	6/3	
Q-2	S	.60271	S/E	576	3/1	
Q-3	D/3	.96685	S/E,N/W	1,270	6/3	
Q-4	S	.59015	S/E	576	3/1	
Q-5	D/3	.96685	S/E,N/W	1,270	6/3	
Q-6	S	.59015	S/E	576	3/1	
Q-7	D/3	.99196	S/E,N/E,S/W	1,270	6/3	
Q-8	S	.60271	S/E	576	3/1	
R-1	D/L	.86639	S/W,N/W,N/E	1,110	5/2	
R-2	D	.84128	S/W,N/W,N/E	1,030	5/2	
R-3	D/L	.84128	S/W,N/E	1,110	5/2	
R-4	D	.81617	S/W,N/E	1,030	5/2	
R-5	D/L	.84128	S/W,N/E	1,110	5/2	
R-6	D	.81617	S/W,N/E	1,030	5/2	
R-7	D/L	.86639	S/W,S/E,N/E	1,110	5/2	
R-8	D	.84128	S/W,S/E,N/E	1,030	5/2	

All homes have direct access to the outside and to the common elements. No home has a basement or a cellar.

## FOOTNOTES:

1. Letter designates Building and number designates Home within the Building.
2. S=Simplex; D=2 bedroom Duplex; D/L=2 bedroom Duplex 1/2 D/3=3 bedroom Duplex
3. Includes sleeping loft in D/L and D/3.
4. "Baths" includes lavatories and bathrooms with bathtub.

## SCHEDULE B-(continued)

(1) Home No.	(2) Home Descrip- tion	% of Common Elements	Windows Face	Approx. (3) Sq. Ft.	No. of (3) (4) Rooms/ Baths	Tax Lot No.
S-1	D/3	.99196	E,W,N	1,270	6/3	
S-2	S	.60271	E	576	3/1	
S-3	D/3	.96685	E,W	1,270	6/3	
S-4	S	.59015	E	576	3/1	
S-5	D/3	.96685	E,W	1,270	6/3	
S-6	S	.59015	E	576	3/1	
S-7	D/3	.99196	E,W,S	1,270	6/3	
S-8	S	.60271	E	576	3/1	
T-1	D/3	.99196	N/E,S/W,N/W	1,270	6/3	
T-2	S	.60271	N/E	576	3/1	
T-3	D/3	.96685	N/E,S/W	1,270	6/3	
T-4	S	.59015	N/E	576	3/1	
T-5	D/3	.96685	N/E,S/W	1,270	6/3	
T-6	S	.59015	N/E	576	3/1	
T-7	D/3	.99196	N/E,S/W,S/E	1,270	6/3	
T-8	S	.60271	N/E	576	3/1	
U-1	D/L	.86639	N,S,W	1,110	5/2	
U-2	D	.84128	N,S,W	1,030	5/2	
U-3	D/L	.84128	N,S	1,110	5/2	
U-4	D	.81617	N,S	1,030	5/2	
U-5	D/L	.84128	N,S	1,110	5/2	
U-6	D	.81617	N,S	1,030	5/2	
U-7	D/L	.86639	N,S,E	1,110	5/2	
U-8	D	.84128	N,S,E	1,030	5/2	
V-1	D/3	1.04218	E,W,N	1,270	6/3	
V-2	S	.62782	E	576	3/1	
V-3	D/3	1.01707	E,W	1,270	6/3	
V-4	S	.61526	E	576	3/1	
V-5	D/3	1.01707	E,W	1,270	6/3	
V-6	S	.61526	E	576	3/1	
V-7	D/3	1.04218	E,W,S	1,270	6/3	
V-8	S	.62782	E	576	3/1	

All homes have direct access to the outside and to the common elements. No home has a basement or a cellar.

## FOOTNOTES:

1. Letter designates Building and number designates Home within the Building.
2. S=Simplex; D=2 bedroom Duplex; D/L=2 bedroom Duplex loft; D/3=3 bedroom Duplex
3. Includes sleeping loft in D/L and D/3.
4. "Baths" includes lavatories and bathrooms with bathtubs.



## SCHEDULE B-(continued)

(1) Home No.	(2) Home Descrip- tion	% of Common Elements	Windows Face	Approx. (3) Sq.Ft.	No. of (3) (4) Rooms/ Baths	Tax Lot No.
W-1	D/L	.92918	N,S,W	1,110	5/2	
W-2	D	.90406	N,S,W	1,030	5/2	
W-3	D/L	.90406	N,S	1,110	5/2	
W-4	D	.87895	N,S	1,030	5/2	
W-5	D/L	.90406	N,S	1,110	5/2	
W-6	D	.87895	N,S	1,030	5/2	
W-7	D/L	.92918	N,S,E	1,110	5/2	
W-8	D	.90406	N,S,E	1,030	5/2	
X-1	D/3	1.04218	N,S,W	1,270	6/3	
X-2	S	.62782	N	576	3/1	
X-3	D/3	1.01707	N,S	1,270	6/3	
X-4	S	.61526	N	576	3/1	
X-5	D/3	1.01707	N,S	1,270	6/3	
X-6	S	.60526	N	576	3/1	
X-7	D/3	1.04218	N,S,E	1,270	6/3	
X-8	S	.62782	N	576	3/1	
Y-1	D/L	.92918	N,S,W	1,110	5/2	
Y-2	D	.90406	N,S,W	1,030	5/2	
Y-3	D/L	.90406	N,S	1,110	5/2	
Y-4	D	.87895	N,S	1,030	5/2	
Y-5	D/L	.90406	N,S	1,110	5/2	
Y-6	D	.87895	N,S	1,030	5/2	
Y-7	D/L	.92918	N,S,E	1,110	5/2	
Y-8	D	.90406	N,S,E	1,030	5/2	

All homes have direct access to the outside and to the common elements. No home has a basement or a cellar.

## FOOTNOTES:

1. Letter designates Building and number designates Home No. within the Building.
2. S=Simplex; D=2 bedroom Duplex; D/L=2 bedroom Duplex with sleeping loft; D/3=3 bedroom Duplex
3. Includes sleeping loft in D/L and D/3.
4. "Baths" includes lavatories and bathrooms with bathtubs.

SCHEDULE O

DEED

THIS INDENTURE, made the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between Hunter Highlands, a New York Limited Partnership having an office at Hunter Highlands, Hunter, New York, (the "Grantor"), and

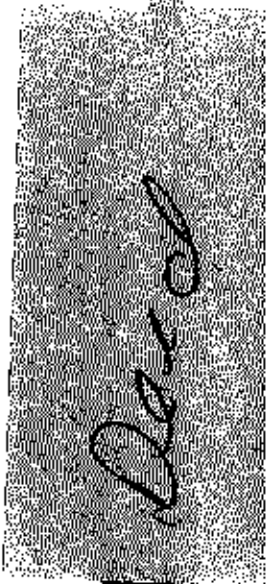
residing at \_\_\_\_\_,  
(the "Grantee")

WITNESSETH:

That the Grantor, in consideration of Ten Dollars and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee, forever:

The Home (the term Home as used herein shall be construed to mean "Unit" as such term is defined in Section 339-a of Article 9-B of the Real Property Law of the State of New York) designated and described as Home No. \_\_\_\_\_ in the Declaration establishing Hunter Highlands II Condominium made by the Grantor under the Condominium Act of the State of New York (Article 9-B of the Real Property Law of the State of New York), dated \_\_\_\_\_, 198\_\_\_\_, recorded in the Office of the Clerk of Greene County on the \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_, in Liber \_\_\_\_\_, at Page \_\_\_\_\_ (hereinafter called the "Declaration"), and also designated as Tax Lot No. \_\_\_\_\_ on the Tax Rolls of the Assessor of the Town of Hunter, and further designated and shown on the floor plans certified by \_\_\_\_\_ Architect, dated the \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_, and filed in the Office of the Clerk of Greene County on \_\_\_\_\_, 198\_\_\_\_, as Index/File No. \_\_\_\_\_. The land on which the building containing the Home is located (and on which the other buildings forming a part of Hunter Highlands II Condominium are located) is described as follows:

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



BEGINNING at a point in the southeast bounds of land conveyed to Shanty Hollow Corporation by West Side Federal Saving and Loan Association by deed dated June 14, 1977 and recorded in the Office of the Clerk of Greene County on July 18, 1977 in Liber of Deeds 488 at page 1117, said point being on a course and distance of S 33° 25' 50" W 123.94 feet from a point marking the most northerly corner of lands of said Shanty Hollow Corporation, said point also marking the southwest corner of Phase I, thence S 80° 04' 10" E 376.25 feet to a point in the line of a cul-de-sac located at the end of a road called Highlands Lane; thence along a line of said cul-de-sac curving to the left with a radius of 60 feet a distance measured along the arc of 190.04 feet to a point therein; thence along the easterly and the southerly bounds of said Highlands Lane the following seven courses and distances, thence along a line curving to the left with a radius of 115 feet a distance measured along the arc of 107.54 feet to a point of tangency; thence N 5° 43' E 133.00 feet to a point of curvature; thence on a line curving to the right with a radius of 70 feet a distance measured along the arc of 143.96 feet to a point of change of curvature; thence on a line curving to the right with a radius of 315.00 feet a distance measured along the arc of 116.19 feet to a point of reverse curvature; thence along a line curving to the left with a radius of 425 feet a distance along the arc of 189.15 feet to a point of Tangency; thence S 60° 49' E 91.62 feet to a point of curvature; and thence along a line curving to the right with a radius of 21.44 feet a distance measured along the arc of 34.56 feet to a point in the westerly bounds of a road called Hunter Drive; thence along the westerly and the northerly bounds of said Hunter Drive the following four courses and distances, thence on a line curving to the left with a radius of 425 feet a distance measured along the arc of 204.71 feet to a point of tangency; thence S 3° 57' 10" W 256.53 feet to a point of curvature; thence on a line curving to the right with a radius of 150.00 feet a distance measured along the arc of 322.01 feet to a point of tangency; and thence N 53° 02' 50" W 840.00 feet to a point in the line of a cul-de-sac at the end of said Hunter Drive; thence on a curve to the left along the line of said cul-de-sac with a radius of 60 feet a distance measured along the

arc of 94.25 feet to a point therein; thence N 53° 02' 50" W 5.75 feet to a point in the southeast bounds of land of said Shanty Hollow Corporation; thence along said bounds N 33° 25' 50" E 186.13 feet to the point and place of beginning. Containing 10.404 Acres of land.

Also a parcel of land situate lying and being on the easterly side of a road called Hunter Drive bounded and described as follows:

**BEGINNING** at a point in the east bounds of said Hunter Drive in range with the south bounds of Highlands Lane thence along other land of Hunter Highlands S 60° 49' E 356.67 feet to a point in the west bounds of lands of Jack J. Forest and others; Thence along said bounds S 43° 18' 50" W 320.00 feet; thence along other lands of Hunter Highlands N 46° 41' 10" W 224.62 feet to a point in the east bounds of said Hunter Drive; thence along the east bounds of said Hunter Drive the following three courses and distances N 3° 57' 10" E 61.64 feet to a point of curvature; thence along a line curving to the right with a radius of 375 feet a distance measured along the arc of 180.62 feet to a point of tangency; thence N 31° 33' E 24.42 feet to the point and place of beginning. Containing 1.948 Acres of land.

The above two described parcels contain a total 12.352 Acres of land.

**TOGETHER** with an undivided % per cent interest in the common elements of the Condominium as defined in the Declaration (hereinafter called the "Common Elements");

**TOGETHER** with an easement for the continuance of all encroachments by the Home on any adjoining Home or common elements now existing as a result of construction of the building in which the Home is located or which may come into existence hereafter as the result of settling or shifting of the building, or as a result of repair or restoration of the building or of the Home after damage or destruction by fire or other casualty, or after a taking in condemnation or eminent domain proceedings, or by rea-

son of an alteration to the common elements, so that any such encroachments may remain so long as the building in which the Home is located shall stand;

TOGETHER with an easement in common with the owners of all other homes to use any pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other homes or elsewhere on the Condominium and serving the Home;

TOGETHER with appurtenances and all of the estate and rights of the Grantor in and to the Home;

TOGETHER with and subject to all easements of necessity in favor of the Home or in favor of other homes or common elements;

TOGETHER with an easement, in common with others, over the drives, roadways and walkways within the Condominium and leading to Highlands Lane, and an easement, in common with others, over Highlands Lane and Hunter Drive to Greene County Route No. 83.

SUBJECT to and reserving an easement on behalf of the Grantor, its successors and assigns and on behalf of Hunter Highlands Condominium, of ingress and egress by foot and vehicle over Highlands Lane and Hunter Drive (including the right of dedication to the Town of Hunter) and over all roadways constructed on the Condominium in favor of the remaining land of the Grantor and an easement throughout the common elements for the purpose of installation, maintenance, repair and replacement of all sewer, water, electric, telephone, cable television lines, drainage pipes, lines, mains, conduits, wires and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility sewerage or drainage system, in favor of lands now owned or hereafter acquired by the Grantor, its successors and assigns and any adjoining lands utilizing any of said utilities.

SUBJECT to and reserving an easement on behalf of the Grantor, its successors and assigns, of ingress and egress by foot over the Condominium roadways and common elements, in favor of land now owned or hereafter acquired by the Sponsor, its successors and assigns, to and from Hunter Mountain Ski Bowl.

SUBJECT to easements in favor of adjoining homes and in favor of the common elements for the continuance of all encroachments of such adjoining homes or common elements on the Home now existing as a result of construction of the building in which the Home is located, or which may come into existence hereafter as a result of settling or shifting of the building, or as a result of repair or restoration of the building or of any adjoining home or of the common elements after damage or destruction by fire or other casualty, or after a taking in condemnation or eminent domain proceedings, or by reason of an alteration to the common elements, so that any such encroachments may remain so long as the building shall stand;

SUBJECT to an easement in favor of the other homes to use the pipes, wires, ducts, conduits, cables, public utility lines and other common elements located in the Home or elsewhere on the Condominium and serving such other homes;

SUBJECT to and together with the benefit of the provisions of the Declaration and of the By-Laws of the Condominium recorded simultaneously with and as part of the Declaration, and as the same may be amended from time to time by instruments recorded in the Office of the Clerk of Greene County, which provisions, together with any amendments thereto, shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Home as though such provisions were recited and stipulated at length herein;

To HAVE AND To HOLD the same unto the Grantee, the heirs or successors and assigns of the Grantee, forever.

The use for which the Home is intended is for residential occupancy only pursuant to the terms of the Declaration.

The Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund 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 same for any other purpose.

The Grantee accepts and ratifies the provision of the Declaration and the By-Laws and the Rules and Regulations of the Condominium recorded simultaneously with and as part of the Declaration and agrees to comply with all the terms and provisions thereof as the same may be amended from time to time by instruments recorded in the Office of the Clerk of Greene County.

The terms "Grantor" and "Grantee" shall be read as "Grantors" and "Grantees" whenever the sense of this deed so requires.

IN WITNESS WHEREOF, the Grantor and the Grantee have duly executed this deed the day and year first above written.

HUNTER HIGHLANDS

By .....  
(Grantor)

.....  
(Grantee)

.....  
(Grantee)