

Block: Various
Lot: Various
Queens

Exhibit A+B

AGREEMENT
MADE THIS 9TH DAY OF AUGUST, 2007
BY FOREST HILLS GARDENS CORPORATION,
A NEW YORK CORPORATION HAVING AN ADDRESS AT
TWO TENNIS PLACE, FOREST HILLS, NEW YORK 11375
AND ASSENTING PROPERTY OWNERS
EXTENDING RESTRICTIONS

(INTRODUCTORY PARAGRAPHS)

PARAGRAPH A: A map known as "Map No. 3 of Forest Hills Gardens situated at Forest Hills, Borough of Queens, City of New York, Surveyed for Sage Foundation Homes Company" dated April 13, 1913, made by C. B. Fancy, C.E., was filed in the office of the Clerk of the County of Queens, State of New York, on July 15, 1913, as Map No. 97 in that Clerk's office.

PARAGRAPH B: By Declaration No. 3 made and dated April 18, 1913, by Sage Foundation Homes Company (hereinafter called the Homes Company) a New York corporation, certain restrictions, covenants, charges and agreements were imposed upon the land as shown on the aforesaid map, which Declaration was recorded in the office of the Clerk, (now Register) of the County of Queens on July 15, 1913, in Liber 1889 of Conveyances, Page 322.

PARAGRAPH C: By an assignment dated January 1, 1923, and recorded in the office of the Clerk (now Register) of Queens county on February 6, 1923, in Liber 2478 of Conveyances, Page 311, the Homes company and Russell Sage Foundation assigned to Gardens Corporation (now named Forest Hills Gardens Corporation) certain of the rights and powers of the Homes Company contained in said Declaration No. 3 of restrictions, and Gardens Corporation accepted said assignment, assumed the duties of

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the Homes Company under said Declaration No. 3 and has since been acting under the same as to so much of the property shown on Map No. 3 as is known as the "Forest Hills Gardens tract" described in the instrument, hereinafter referred to, recorded in Liber 4901 of conveyances, Page 521.

PARAGRAPH D: By subdivision "Seventeenth" of Declaration No. 3 of restrictions:

"All of the restrictions, conditions, covenants, charges and agreements, contained herein shall run with the land and continue until January 1, 1950, and may, as then in force, be extended from that time for a period of twenty (20) years and thereafter for successive periods of twenty (20) years without limitation, by the assent, evidenced by appropriate agreement entitled to record, of the owners of two-thirds in area of the property shown on said map, exclusive of streets, lanes and parks, private or otherwise, and open spaces intended for the general use of the owners of property shown on said map."

PARAGRAPH E: In 1944, a number of the owners of property within the "Forest Hills Gardens tract" requested an extension of the restrictions, conditions, covenants, charges and agreements contained in said Declaration No. 3 for a further period of twenty (20) years from January 1, 1950, including any and all modifications of restrictions theretofore given, and all agreements increasing the maintenance charges affecting the land in the "Forest Hills Gardens tract" which agreements were duly recorded in the office of the Clerk, or subsequently in the office of the Register of the County of Queens, and, Forest Hills Gardens Corporation having been willing on its part to extend the same to January 1, 1970, an agreement to the effect was duly recorded in the office of the Register of the City of New York, in and for the County of Queens, on the 22 day of September, 1944, in Liber 4901 of conveyances, Page 521.

PARAGRAPH F: In 1965, a number of the owners of the property within the "Forest Hills Gardens tract" requested an extension of the restrictions, conditions, covenants, charges and agreements contained in said Declaration No. 3 for a further period of twenty (20) years from January 1, 1970, including any and all modifications of

restrictions theretofore given, and all agreements increasing the maintenance charges affecting the land in the "Forest Hills Gardens tract" which agreements were duly recorded in the office of the Clerk, or subsequently in the office of the Register of the County of Queens, and Forest Hills Gardens Corporation having been willing on its part to extend the same to January 1, 1990, an agreement to that effect was duly recorded in the office of the Register of the City of New York, in and for the County of Queens, on the 24th day of February, 1966, in Liber 49 of conveyances, Page 22.

PARAGRAPH G: In 1986, a number of the owners of property within the "Forest Hills Gardens tract" requested an extension of the restrictions, conditions, covenants, charges and agreements contained in said Declaration No. 3 for a further period of twenty (20) years from January 1, 1990, including any and all modifications of restrictions theretofore given, and all agreements increasing the maintenance charges affecting the land in the "Forest Hills Gardens tract" which agreements were duly recorded in the office of the Clerk, or subsequently in the office of the Register of the County of Queens, and Forest Hills Gardens Corporation having been willing on its part to extend the same to January 1, 2010, an agreement to that effect was duly recorded in the office of the Register of the City of New York, in and for the County of Queens, on the 22 day of December, 1986, in Liber 2259 of conveyances, Page 125.

PARAGRAPH H: Now, in 2007, a number of owners of property within the "Forest Hills Gardens tract" have requested a further extension of the restrictions, conditions, covenants, charges and agreements contained in said Declaration No. 3 for a further period of twenty (20) years from January 1, 2010 including any and all modifications of restrictions heretofore given, and all agreements increasing the maintenance charges affecting the land in the "Forest Hills Gardens tract" which agreements have been duly recorded in the now office of the Register of the City of New York, County of Queens, and Forest Hills Gardens Corporation is willing on its part to extend the same to January 1, 2030.

PARAGRAPH I: Now therefore in consideration of the premises and of one dollar and other valuable considerations received by each of the parties, receipt whereof is hereby severally acknowledged, and of the mutual provisions herein contained, this present agreement further extending restrictions is made between the following parties namely: Forest Hills Gardens Corporation (formerly named Gardens Corporation) having its principal office at 2 Tennis Place, Forest Hills Gardens, Queens County, New York, and such of the property owners owning land shown on said "Map No. 3" lying within the "Forest Hills Gardens tract", as shall agree hereto (herein called "assenting property owners"). Those parties accordingly do hereby covenant and agree with each other as follows:

(SECTIONS AGREED TO)

SECTION 1: Each and every owner of land in the "Forest Hills Gardens tract" who becomes a party hereto, covenants and agrees with all the other parties hereto that all of the restrictions, conditions, covenants, charges and agreements contained in said Declaration No. 3, as well as any and all modifications-of-restriction agreements heretofore made, which agreements have been duly recorded in the now office of the Register of the City of New York, County of Queens, affecting their said lands, be and the same are hereby extended for a further period of twenty (20) years from January 1, 2010, and shall continue in full force and effect until January 1, 2030.

SECTION 2: The covenants herein shall be construed as real covenants running with the land and continue until January 1, 2030 and be subject to further extension for

successive periods of twenty (20) years without limitation, as provided in subdivision "Seventeenth" of said Declaration No. 3.

SECTION 3: This agreement shall not become effective as an extension of said restrictions unless joined in before January 1, 2010, by the owners of two-thirds in area of the property shown on said Map No. 3 which lies within the "Forest Hills Gardens tract", exclusive of streets, lanes and parks, private or otherwise, and open spaces intended for the general use of the owners of property shown on said map. But in the meantime no assenting property owner can withdraw his assent.

SECTION 4: As soon as this agreement shall have become effective a certificate so stating shall be made by Forest Hills Gardens Corporation under its corporate seal and signed in its name by one of its officers by order of its Board of Directors and shall be recorded in the office of the Register of the City of New York, in and for the County of Queens, and this agreement extending restrictions shall then be binding on all the land in the "Forest Hills Gardens tract"; but if such certificate has not been so recorded on or before January 15, 2010 then this agreement shall become null and void and the assents of the property owners theretofore filed in the office of the Register of the City of New York, in and for the County of Queens, shall become null and void and no longer binding upon the said properties of the signatories.

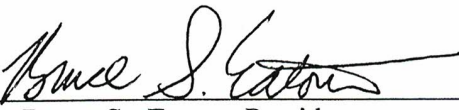
SECTION 5: This agreement when duly executed by Forest Hills Gardens Corporation and agreed to by two or more assenting property owners shall be recorded, together with their assenting agreements, in the office of the Register of the City of New York, in and for the County of Queens. Thereafter other assenting property owners may become parties to this agreement by executing separate instruments of agreement specifically identifying this agreement as so recorded and identifying, by lot and block numbers as

given by the Homes Company's Map No. 3, the land of which they are owners and which they make subject to this agreement.

SECTION 6: The provisions herein contained shall bind and inure to the benefit of and be enforceable by Forest Hills Gardens Corporation or by the owner or owners of any property shown on said map lying within the "Forest Hills Gardens tract", their legal representatives, heirs, successors and assigns, and failure of the Forest Hills Gardens Corporation or any property owner to enforce any of such restrictions, conditions, covenants, charges and agreements herein contained shall in no event be deemed a waiver of the right to do so hereafter.

IN WITNESS WHEREOF, Forest Hills Gardens Corporation has cause its seal to be hereunto affixed, and these presents to be signed by its President thereunto duly authorized.

FOREST HILLS GARDENS CORPORATION

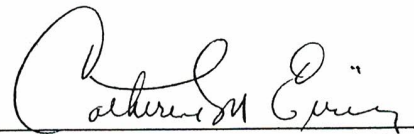
By: 
Bruce S. Eaton, President

State of New York)

) ss: Forest Hills, N.Y.

County of Queens)

On the 9th day of August in the year 2007, before me, the undersigned, personally appeared Bruce Eaton, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

Catherine M. Eiring
Notary Public, State of New York
No. 01E1370067
Qualified in Queens County
Commission Expires 5-17-2011

SEAL