

PAMPHLET No. 5

FOREST HILLS GARDENS

PRELIMINARY INFORMATION
FOR BUYERS

SAGE FOUNDATION HOMES
COMPANY

FOREST HILLS, BOROUGH OF QUEENS
LONG ISLAND
NEW YORK CITY

NEW YORK OFFICE

47 WEST 34th STREET

MAY, 1915

Forest Hills Gardens

Preliminary Information for Buyers

NOTICE

This pamphlet is issued by the Sage Foundation Homes Company for the purpose of giving information to prospective purchasers of lots in Forest Hills Gardens. Taken in connection with the Contracts of Sale, it contains all the representations on its behalf which the Company has authorized. Intending purchasers are notified that the Company is not responsible for, and will not be bound by any other or further representations which may be made by agents or others in connection with the sale or other disposition of its property, unless made in writing by a duly authorized officer of the Company. At the same time the Company accepts full responsibility for all representations herein made.

A Business Undertaking

The undertaking is primarily a business enterprise in which certain trust funds have been invested in the definite expectation of securing an adequate business profit, to be applied to the purposes of the trust. The fact that those interested in this development hope, at the same time, to demonstrate that it is possible to develop a more attractive general plan and better types of houses than those commonly found in commercial land developments, makes it, if anything, more important to insure the financial success of the venture. Owners of land elsewhere could not be expected to follow the example of this Company unless it can show a profit satisfactory to the average investor.

References

Before accepting the application of any person expressing a willingness to buy or rent its property, the Company will require references as to the character and business of the applicant. It is essential to the commercial and social success of the undertaking that prospective buyers should not only be responsible and reliable but that they should be congenial neighbors to other residents. The Company has taken special pains to secure desirable purchasers and will select others of the same kind by thorough investigation of the character and standing of each applicant, and will accept only persons who will in the judgment of the Company, help it to maintain its standards and to carry out its aims in creating a homogeneous and congenial community.

Location

Forest Hills Gardens is a suburban land development of the Sage Foundation Homes Company, in the Borough of Queens on the newly equipped electric line of the Long Island Railroad, nine miles from the new Pennsylvania Station at Seventh Avenue and Thirty-third Street, Manhattan. It is two miles west of Jamaica and adjoins Forest Park—a large city park of great natural beauty, which provides a golf course, and other opportunities for recreation.

The property consists of 204 acres of land, undulating, partly wooded and well drained, on the northwesterly slope of the ridge or backbone of Long Island, from 60 to 130 feet above mean high water. The soil is a dry, sandy loam, free from rock strata.

Transportation

At present forty or more trains each way stop daily at Forest Hills Gardens, connecting it with the Pennsylvania Station in Manhattan. While, in point of frequency, this does not compare favorably with the train service of many more fully developed suburban localities, nevertheless in all other respects the transportation is already exceptionally good. The appointed schedules are maintained with great regularity; with negligible exceptions, the running time is from 13 to 15 minutes; the ride is an agreeable one, consisting of four minutes through a cool, well-ventilated tunnel, and about ten minutes through pleasant open country; trains run at intervals through the night, and the schedule is so arranged as to make it reasonably convenient to return home after an evening in town. With the growth of population at this station, the frequency of the train service will tend constantly to increase.

The commutation rate is \$6.50 a month; 50 trip tickets cost \$9.25, round-trip tickets 45 cents.

The trolley line along the Hoffman Boulevard affords additional transportation facilities to Manhattan and to Jamaica. Cars are operated under a ten minute headway and the fare is five cents. The Manhattan terminus is at 59th Street and 2nd Avenue.

Schools

An ungraded public school, which offers instruction from kindergarten to the grade known as 6 B, is centrally located in Forest Hills Gardens, in a building of the portable type used by the Board of Education in new localities in advance of the erection of permanent buildings. Jamaica and Elmhurst, which are but a few minutes' ride from Forest Hills, provide a High School and other grade schools for the older children. It is naturally to be expected that, whenever the growth of population warrants, there will be a public school directly on the property.

A playground for the children, in connection with the school, is being developed; and the Board of Education has agreed to supply a play-leader.

Churches

There is now located upon the property, in a handsome stone building of Norman Gothic architecture, a Union Congregational Church, which has been incorporated under the name of "The Church in the Gardens." The Rev. Dr. Robert J. Kent (Pastor Emeritus of the Lewis Avenue Congregational Church, in Brooklyn), is the resident pastor. This beautiful edifice was the gift of Mrs. Russell Sage to the residents of the property.

Episcopal services are at present held in temporary quarters on the property.

On the north side of the track (in Forest Hills) there is a Union Church; and Sunday services are held in temporary quarters for the Roman Catholics.

Post-Office

There is now located upon the property, in one of the stores in the Station Square, a Post Office of the First Class. At present two deliveries and two collections are made daily except on Sundays, when there is no delivery, and but one collection.

Clubs

A Club organized by the residents of the property and incorporated under the name of "The Gardens Club," provides a place for social functions, and outdoor recreations, such as tennis, baseball, etc., are enjoyed.

The West Side Tennis Club of New York, undoubtedly the largest Tennis Club in this country, with its 600 members, 65 courts, and handsome club house, is located directly in Forest Hills Gardens.

There are other local clubs of importance, such as the Men's Club, Women's Club, etc.

Landscape Design and Street Improvements

STREET PLAN

In laying out the property, Mr. Frederick Law Olmsted, the Landscape Architect, has aimed to secure the full benefit resulting from three important principles in city planning.

One of these principles relates to the main thoroughfares, which should be direct, ample and convenient. Two 80-foot streets are carried straight through the property, in accordance with the city's tentative street plan covering the adjacent territory. A boulevard 125 feet wide, also coinciding with the city's tentative street plan, is provided along the line where the property fronts on Forest Park. In addition, two avenues seventy (70) feet wide, with ample setback of buildings, radiate from Station Square on direct but gently curving lines, so located as to secure the best grades and the most agreeable setting, through the middle of the property to the entrance of Forest Park and to the Boulevard which is to follow its easterly boundary. A third street 60 feet in width leads in a westerly direction through a well wooded section to the junction of two proposed city streets, one of which will eventually connect with Yellowstone Avenue. Other streets secondary to the above in importance are sixty (60) feet in width, also with setback for buildings, and follow lines which are direct but carefully related to the topography.

A second principle, which is very important to supplement the first, is that those streets which are not needed as thoroughfares should be planned and constructed to meet the purpose of quiet attractive residence streets in the best possible manner. To this end, the local streets at Forest Hills Gardens are laid out so as to discourage their use as thoroughfares. While not fantastically crooked, they are never perfectly straight for long stretches; and their roadways are made narrow, thus permitting additional space to be devoted to the planting spaces and to the front gardens which will be one of the characteristic features of the whole development. Probably one of the most notable characteristics of Forest Hills Gardens from the point of view of the home-

seeker are the cozy, domestic character of these local streets, where the monotony of endless, straight, wind-swept thoroughfares give place to short, quiet, self-contained and garden-like neighborhoods, each having its own distinctive character.

A third principle that has controlled the design of Forest Hills Gardens is the deliberate setting apart of certain areas for the common use and enjoyment of the residents. The fortunate location of the tract on the border of Forest Park has of course made it wholly needless to provide any large park within the tract itself; but in spite of this advantage, a public Green has been formed at the point where the two main avenues divide, within view of the station and central to that part of the property which is farthest from Forest Park. This forms the residential focus of the community just as the neighboring Station Square is its business focus. The portion of the Green lying between the roads and devoted wholly to lawns and paths and ornamental planting occupies one and one-half acres, but the size of the whole open space of the Green, from building line to building line, is about three and one-half acres.

The Station Square itself, although primarily a traffic center, is of considerable size and the whole of the surrounding architecture, including the railroad station and its approaches, is developed as a single composition. It is treated with a regard for the pleasure the residents may derive from its use that is impossible in the individualistic development of business centers usual even in the most costly and most fashionable suburban districts.

In addition to the Green, two spaces in other parts of the tract, one containing about an acre and a half, the other a little less than an acre, have been set apart to form small parks for the use of the residents. The smaller of the two, called Olivia Park, is located between Markwood and Deepdene Roads. It is well wooded with oak, birch and flowering dogwood, and the center has been made into a large lawn. This lawn is reached by a border path through masses of flowering shrubs.

The second park is located between Beechknoll Road, Borage and Park-end Place and Burns Street. This has been planted by the Company with a border of choice flowering shrubs, shade trees and evergreens.

What is believed to be a novel recreation feature in Forest Hills Gardens, is that of the enclosed private parks. These are spaces of varying shape and size, occupying the interior portion of some of the

blocks and intended for the exclusive use of those living on the surrounding lots. They cannot be used for the active, noisy games of large boys and will not be open to the general public, but will provide places where the smaller children of the block can get room to play instead of being forced out upon the streets. They will be reached directly from the rear yards of most of the houses in these blocks.

PLANTING

The plans for the planting in the sidewalk lawns, the parks and other open spaces, have been developed by Mr. Olmsted in the form of a carefully studied, unified design for the whole property. In order to secure the special vista, or other decorative effect desired in each street or block, unusual care has been taken in the designation of the trees and shrubs to be used, and detailed maps were made on which their locations are precisely indicated.

On the main thoroughfares, American Elms and other large-growing trees have been planted. On the local streets, the purpose has been to provide, in addition to shade and foliage, a touch of color throughout the year. This is accomplished by the use of trees which flower or bear fruit or berries at different seasons. For instance, some streets are planted with English Hawthorn, Double Red Hawthorn and Washington Thorn, combined with Japanese Lilac, the Varnish Tree, flowering shrubs and plants. Other streets are planted with magnolia, flowering dogwood and Japanese Pagoda trees, and occasionally an Austrian or Swiss Pine has been introduced for the winter effect.

PAVING

The streets are paved with a concrete base six inches thick, composed of Hudson River Trap Rock, selected sand and a standard brand of cement. The concrete is laid on a thoroughly solidified foundation of local sand and gravelly soil.

This concrete base is protected by a coating of tar and grit, which is dust-absorbing and makes an excellent surface for motor cars and other vehicles.

SIDEWALKS AND CURBS

The sidewalks and curbs, which are of concrete, are not given the usual hard, smooth finish, but are so treated as to expose the varied colors of the gravel. The resulting surface is much more pleasant in color and texture, and provides a slightly roughened and more agreeable footing.

SEWERS AND STORM DRAINS

There are to be sewers throughout the entire property. They are laid in accordance with what is believed to be the best modern practice in work of this character; notably, perhaps, in the construction of two separate systems (one for storm or surface sewer constructed where deemed necessary, and the other throughout, a sanitary system for house drainage) and in the use of bituminous joints in the sanitary sewers, which prevent seepage and keep the roots of trees from entering and choking the sewers.

All sewer mains are laid at the Company's expense; the house connections are laid by the Company at the expense of the owner.

ELECTRIC LIGHT AND TELEPHONE WIRES

The electric light and telephone wires are carried in underground conduits through the streets and to the interiors of all blocks, where they are, generally, carried along the rears of the lots on short poles from which the house connections will be made.

WATER AND GAS MAINS

Water and gas mains are laid throughout the property. The water comes from deep, driven wells, and, like most of the Long Island water, is pure and cold.

STREET LIGHTS AND SIGNS

The streets are lighted by electricity. Attractive lamp posts and street signs are placed at convenient locations over the property.

Types of Buildings Erected

While a large proportion of the land area to be developed is being sold in lots, to be improved by the buyers according to plans approved by the Homes Company, the Company, in order to set a standard and influence the architectural character of the future town, has erected a large number of dwellings.

To this end plans were prepared by Grosvenor Atterbury and a number of other well-known architects acting under Mr. Atterbury's general direction, for an initial operation comprising both groups of buildings and detached and semi-detached houses. The execution of this program has already involved an expenditure in building construction in excess of two million dollars (\$2,000,000).

The different types of building included in these groups cover as wide a range as is permitted by the economic conditions, which necessarily determine also their distribution and location on the property. Adjoining the railroad station and forming the Station Square is a large grouping of buildings in which is the Forest Hills Inn, a modern fireproof hotel with accommodations for two hundred guests and an apartment house with stores and offices on the ground floor. From this center out towards Forest Park, which bounds the property on the southeast, the houses are planned to correspond to the varying values of the lots as determined by their size, location and prospect. Following the land and road contours, these are combined in smaller and more detached groups, as the varying requirements of the different sites demand. While they vary greatly in size, arrangement, cost and architectural treatment, an attempt has been made to make them alike in their domestic and livable character.

In the matter of construction, the Company has thought it wise to build in a more than ordinarily substantial manner, believing that the additional cost involved in using masonry walls and piers, fire-proof columns and girders, and tile roofs throughout, except in such structures as are entirely of fire-proof construction, is justified by the lessened cost of maintenance, risk of fire loss and the longer life and more substantial character of the investment.

This policy is being maintained both with respect to buildings erected by the Company and those erected by lot purchasers irrespective of whether their houses are planned and financed by the Company or by themselves.

Terms Under Which Vacant Lots Will Be Sold

Vacant lots are sold in plots as they may from time to time be designated on the price lists, the Company reserving the right at any time to increase or decrease the size of the plots offered for sale. The general policy of the Company, however, as far as it may be found advisable, will be to sell lots in plots of the sizes shown on the present price list. A cash payment of five per cent. (5%) of the purchase price is required, the balance may be paid in one hundred and twenty (120) equal monthly instalments which will include payments on account of principal and interest on unpaid balances at five per cent. (5%) per annum.

The purchaser will have the privilege at any time of anticipating payment in part or in whole.

A discount of five per cent. (5%) will be allowed if the full purchase price is paid in cash within sixty days from the date of the contract.

EXTENSION OF TIME FOR PAYMENTS

If the purchaser has during the first year made all payments within thirty (30) days of their respective due dates and observed all other conditions of the contract, he shall thereafter be allowed on each payment ninety (90) days before forfeiture may be declared.

DELIVERY OF DEED

A deed will be given, if desired, when one-half of the purchase price has been paid, the purchaser to execute and deliver to the Company a bond and purchase-money mortgage for the unpaid balance, bearing interest at the rate of five and one-half per cent. (5½%), payable semi-annually, which mortgage will run for a period of one, two or three years, as may be desired. The purchaser is to pay the cost of recording the necessary papers; also the mortgage recording tax of one-half per cent. (½%) of the amount of the mortgage.

No deed will be delivered to a purchaser until all taxes, interest, assessments and maintenance charges are paid in full to date of transfer.

DEED IN CASE OF DEATH

In case of the death of a purchaser while the contract of sale of vacant property is in force and before the deed is delivered, his heirs shall have the right to continue the contract and take deed to the property; or they may require the Company, at its option, either to return to them all principal and interest paid up to the death of the purchaser with interest thereon at five per cent. (5%) per annum, or to convey the property to the heirs free from further payment.

Terms Under Which Houses Will Be Sold

Houses built by the Company for its own account will be offered for sale upon a cash payment of ten per cent. (10%) of the selling price of house and land. The company will, if desired, build, or have built, a limited number of houses not to exceed one hundred (100) for lot purchasers according to their own plans, provided such plans have been approved in writing by the Company as set forth in subdivision Fifth of the Declaration. Only one house will be built for each purchaser, and only when he has paid on the purchase price of the land an amount equal to the cash payment as set forth in the table hereto appended, entitled "Schedule of Cash Payments."

SCHEDULE OF CASH PAYMENTS

BASED ON THE COST OF THE LAND AND THE ESTIMATED COST OF THE
HOUSE.

Cost of House and Land	Cash Payment
\$10,000 and under	\$1,000
11,000	1,200
12,000	1,400
13,000	1,600
14,000	1,800
15,000	2,000
16,000	2,200
17,000	2,400
18,000	2,600
19,000	2,800
20,000	3,000
21,000	3,400
22,000	3,800
23,000	4,200
24,000	4,600
25,000	5,000
26,000 and over	25%

The Company will secure for the purchaser, if so desired, a first mortgage for any amount up to fifty per cent. (50%) of the selling price of the house and land for three (3) years with interest at not more than five and one-half per cent. (5½%) per annum, payable semi-annually, the purchaser to pay the recording and acknowledg-

ment fees and the mortgage tax. The Company will agree to secure the renewal of this mortgage at maturity for the same term, provided the grantee to whom the property was first conveyed is then the owner. The expenses of such renewal shall be paid by the owner.

The balance of the purchase price, over and above the cash payment and first mortgage, is to be secured by the purchaser's bond and a second mortgage, payable in one hundred and twenty (120) equal monthly installments which will include payments on account of principal and interest at six per cent. (6%) per annum.

Offer of Plans and Specifications

In order to stimulate the improvement of vacant lots and to maintain the high standard of design and construction in the buildings erected in Forest Hills Gardens, the Company will prepare or cause to be prepared plans and specifications for houses, together with grading and planting plans, at a charge of three per cent. (3%) of the cost of each house. As such plans and specifications cost the Company from 5% to 10% of the cost of the building and other improvements, the difference between the actual cost and the charge made by the Company is equivalent to a substantial cash premium.

Information

FOR PURCHASERS CONTEMPLATING ENGAGING THE SERVICES
OF ARCHITECTS, OTHER THAN THOSE ASSOCIATED
WITH THE COMPANY

The building restrictions and conditions in general, governing the erection of a house, are clearly set forth in this pamphlet.

In order to avoid misunderstanding, involving needless work and expense, the Company advises a conference between the purchaser, the architect, and a proper representative of the Company before any sketches are made by the owner's architect, at which the general type of building desired and proposed by the owner may be considered and the wishes of the Company with relation to such matters explained. Conclusions reached at such a conference, however, must be understood to be tentative only, and largely for the purpose of ascertaining whether the ideas of the purchaser or his architect are in any way objectionable to or inconsistent with the general scheme of the development, and therefore not mutually advantageous to the Company and its various purchasers. The final approval of the plans can only be based upon completed working drawings, from which the house is to be built—a description of the proposed treatment of the exterior, both walls and roofs, with respect to material and color, and a block plan showing the location of the house, the amount of free space to be left on either side, in front and rear, and the general scheme of grading and planting. The Company, however, may be wisely consulted from time to time during the development of the drawings, whenever questions arise which may affect its approval or disapproval of the plans.

Purchasers and architects are advised, for their own protection, that all plans must bear the stamp of approval of the SAGE FOUNDATION HOMES COMPANY before the same are filed for record with the Municipal Building Department.

Restrictions and Conditions

The experience of other suburban developments has demonstrated the advantage to the lot owner of the adoption of protective restrictions which tend to promote and preserve the residential advantages of the neighborhood. The restrictions and conditions adopted for Forest Hills Gardens, in addition to those of conventional form which have been approved by the experience of others, include some provisions which are believed to be novel and which, it is thought, will be of further advantage either to the property as a whole, or to portions affected by special local provisions. Among these, is one which requires an open space to be left on each side of every building, or block of buildings, the extent of which is regulated by the width of the building, so that the wider the building, or block of buildings, the greater the amount of open space required on each side. This regulation, combined with the setback required from the street, will make it possible to permit blocks of buildings, when properly treated as single architectural compositions, to be located anywhere on the property. So designed and so spaced, they will, it is believed, lend to the street perspectives and to the appearance of the property as a whole an interest and variety of a kind not obtainable where the houses are either all detached or all in blocks, and where it is consequently difficult to escape a certain degree of monotony resulting from too great a uniformity in the sizes of the buildings, and in the widths of the spaces between them.

It will be observed that the restrictions have been given an unusually long life, and do not expire until the year 1950, and that provision is made for their further extension, if at that time it is so decided by the lot owners. Though it is desirable to provide the protection which is afforded by long-time restrictions, the conditions surrounding property are so subject to rapid change that a term as long as the above would be unsafe, except for a further provision, which has been made, giving the Company the right to modify or change any of the restrictions and covenants, except those contained in the "Nuisance Clause" and in the clause providing for the "General Maintenance Charges."

The covenants and restrictions are precisely and fully set forth in the Declaration which has been filed for record, a copy of which will be supplied on request, and with which the Company expects each pur-

chaser to familiarize himself, before entering into any contract. The following is an informal and condensed statement of its more important features:

RESTRICTIONS AND AGREEMENTS AFFECTING THE ENTIRE PROPERTY

NUISANCE CLAUSE

The "Nuisance Clause" prohibits any brewery, distillery, malt house, slaughter house, brass foundry, tin, nail or other iron foundry, lime kiln, or sugar bakery, tallow chandlery, crematory, hospital, asylum or institution of like or kindred nature, stable of any kind, cattle yard, hog pen, fowl yard or house, cesspool, privy vault, cattle, hogs or other live stock or live poultry; any establishment for the making or preparing of soap, candles, starch, vitriol, glue, ink, turpentine, oil, lamp black, gunpowder, dynamite or other explosives, baking powder, cream of tartar, gas, asphalt or fertilizers; any establishment for bone boiling, fat boiling, dyeing, tanning, dressing or preparing of skins, hides or leather; any noxious, dangerous or offensive thing, trade, business or use of the property whatsoever.

APPROVAL OF PLANS

The plans and specifications for the erection or alteration of buildings, fences, walls, or other structures, must be approved by the Company in writing before work is begun. Such plans and specifications must show the nature, kind, shape, height, material, color scheme and location of the structure and the grading plan of the lot—a copy to be lodged permanently with the Homes Company.

MINIMUM COST

The minimum cost of the house to be erected will be specified in each deed.

Generally speaking, the rule followed in establishing the varying requirements of minimum cost of dwellings will be: for detached and semi-detached houses, from five to seven times the value of a 20-foot lot in the immediate neighborhood; and for houses in blocks, from four to six times the value of a 20-foot lot. This rule is, however, subject to exceptions.

EASEMENTS RESERVED

Easements and rights-of-way are reserved for poles, wires and conduits for lighting, telephone and other purposes, and for sewers and

pipes of various kinds, in order to keep such poles, etc., out of the streets. These reservations are confined, wherever practicable, to the rear three (3) feet of the lots.

TITLE TO STREETS

The Company reserves, temporarily at least, the title to all streets, together with the right to grade them in accordance with such grades as it may establish, but makes provision that if, or whenever, any public authority shall acquire the streets by condemnation, or otherwise, the Company will apply any compensation it may receive for the streets taken, exclusive of compensation for structures owned by it, against any assessment which may be levied for this purpose.

ENCROACHMENTS ON STREETS

In the improvements around and near Station Square portions of bridges and buildings erected by the Company will encroach over or upon portions of the streets. These encroachments are indicated on the recorded plat. The Company reserves the right to erect bridges in other localities.

GENERAL MAINTENANCE CHARGES

All of the land in Forest Hills Gardens (including that owned by the Company), with certain exceptions enumerated in the Declaration (these exceptions, for the most part, being land used for public or semi-public purposes), is made subject to an annual assessment of two mills per square foot of its area. This is equivalent to \$4.00 a year on a lot 20 x 100 feet. These assessments are for the purpose of creating a fund to be applied toward the cost of lighting, improving and maintaining the streets, parks, and other open spaces, of collecting garbage, of maintaining the sewerage system and of other services relating to the general welfare of the residents, the particulars of which are set out in the Declaration. These assessments are to be paid to the Company and the fund thereby created is to be administered by the Company. The Company will pay into this fund its quota of the assessments, in proportion to the area of the lots still owned by it each year, but the Company will not be under obligation to pay into the fund more than the amount of its share as so determined.

These maintenance charges will not take the place of city or other taxes. They must be paid by the lot owner.

RIGHT TO MODIFY

The restrictions contained in the "Nuisance Clause" and the provisions governing the so-called "General Maintenance Charges," are fixed and cannot be waived or modified without unanimous consent. The provisions governing the so-called general maintenance charges cannot be waived until after ten (10) years, and then only with the consent of the owners of more than fifty per cent. (50%) in area of the lots. Any other restrictions, covenants, conditions, charges or agreements contained in the Declaration or deeds, may be annulled, waived or changed by the Homes Company as to its own property, and, with the consent of the owner, as to any property which it has sold.

The purpose of this provision is to afford means of appropriate relief, if it should hereafter appear to the Company that any of the restrictions and agreements have been unwisely adopted, or that owing to changed conditions, they have become unsuitable for certain portions or for all of the property.

RIGHT TO ABATE AND ASSIGN

Provisions are made giving the Company the right summarily to abate the violation of any restriction or agreement, and the right to assign any of its rights and powers contained in the Declaration.

RIGHT TO EXTEND

The restrictions, unless modified, continue in force until January 1st, 1950, and provision is made for their extension beyond that time, for successive periods of twenty (20) years without limitation, upon the vote of the owners of two-thirds in area of the lots.

RIGHT TO ENFORCE

Either the Homes Company, or any lot owner, may enforce any of the restrictions and agreements.

RESTRICTIONS AFFECTING THE ENTIRE PROPERTY, EXCEPT PROPERTY RESERVED FOR BUSINESS OR OTHER USES AND ENUMERATED IN SUBDIVI- SION "FIRST," PARAGRAPH "(A)," OF THE DECLARATION

RESIDENCES AND GARAGES

The property is to be used for purposes of private residence only, houses for occupation by more than two families not being permitted. Private garages are permitted under certain limitations, and no private stables will be permitted.

SETBACKS FROM STREETS AND REAR OF LOTS

It is provided that no part of any building, except porches, steps and bay, bow and oriel windows, shall be permitted within certain specified distances of the front and side streets, respectively, nor within ten (10) feet of the rear lines of lots. The setbacks from front streets are, generally, twenty-five (25) feet, but in some localities are more or less. Porches, steps, and bay, bow and oriel windows may encroach on these spaces, the extent of the encroachments permitted being set out in the Declaration.

This restriction does not apply to lots 1 to 9 inclusive in Block 3.

Garages may not be built within sixty (60) feet of any front street, or within twenty-five (25) feet of any other street thirty (30) feet, or more, in width.

These several requirements are based upon careful consideration from architectural and other points of view, and are designed to permit just as much freedom in the use of the individual lot as is possible without injuring the proper aspect of each street as a whole.

FREE SPACES AT SIDES OF BUILDINGS

It is required that free, or open, spaces shall be left on both sides of every building or block of buildings. The width of free space required increases with the increased width of the building, in accordance with the rule set out in the Declaration. A table, giving typical examples of the application of this rule, will be found in Appendix "A" of this pamphlet.

Not less than thirty-five per cent. (35%) of the total amount of free space required on both sides, is to be left on any one side in the case of a detached building, not less than forty per cent. (40%) of such total in the case of a block of buildings.

These free spaces may be encroached upon by porches, steps and bay, bow and oriel windows, the extent of the encroachments allowed being stated in the Declaration.

This restriction does not apply to lots 1 to 9, inclusive, in Block 3.

MAXIMUM WIDTH OF BUILDING

It is provided that no building or block of buildings shall be more than two hundred and fifty (250) feet in width or length.

PROVISION APPLICABLE ONLY TO LOTS IN CONNECTION WITH WHICH UNDIVIDED INTERESTS IN "PRIVATE PARKS" AND "PRIVATE LANES" ARE CONVEYED

SPECIAL MAINTENANCE CHARGES—PRIVATE PARKS

The above lots are made subject to an annual assessment, proportionate to such undivided interest, sufficient to provide a fund equal to seven and one-half ($7\frac{1}{2}$) mills per square foot of the respective areas of such parks and lanes—to be expended for their maintenance and for other uses as enumerated in the Declaration. Inasmuch as in each case the total area of the lots connected with a private park is considerably greater than the area of the park, this annual charge will amount to less per square foot of lot area than the amount given above, and will range, with the different parks, from one (1) to two and a half ($2\frac{1}{2}$) mills per square foot of lot area.

APPENDIX "A"

TABLE OF TYPICAL EXAMPLES OF FREE SPACE REQUIRED
AT SIDES OF BUILDINGS OF DIFFERENT WIDTHS

(See rule as set forth in "Declaration")

Width of Building	Minimum total free space, counting both sides of building		Width of lot required (width of building plus free space)
	In percentage of width of building	In feet	
Less than } 30 feet		15.0 feet	15.0 feet { plus house width
30 "	50.0 per cent.	15.0 "	45.0 "
32 "	49.7 " "	15.9 "	47.9 "
34 "	49.4 " "	16.8 "	50.8 "
36 "	49.1 " "	17.7 "	53.7 "
38 "	48.8 " "	18.5 "	56.5 "
40 "	48.5 " "	19.4 "	59.4 "
42 "	48.2 " "	20.2 "	62.2 "
44 "	47.9 " "	21.1 "	65.1 "
46 "	47.6 " "	21.9 "	67.9 "
48 "	47.3 " "	22.7 "	70.7 "
50 "	47.0 " "	23.5 "	73.5 "
52 "	46.7 " "	24.3 "	76.3 "
54 "	46.4 " "	25.1 "	79.1 "
56 "	46.1 " "	25.8 "	81.8 "
58 "	45.8 " "	26.6 "	84.6 "
60 "	45.5 " "	27.3 "	87.3 "
62 "	45.2 " "	28.0 "	90.0 "
64 "	44.9 " "	28.7 "	92.7 "
66 "	44.6 " "	29.4 "	95.4 "
68 "	44.3 " "	30.1 "	98.1 "
70 "	44.0 " "	30.8 "	100.8 "
75 "	43.25 " "	32.4 "	107.4 "
80 "	42.5 " "	34.0 "	114.0 "
85 "	41.75 " "	35.5 "	120.5 "
90 "	41.0 " "	36.9 "	126.9 "
95 "	40.25 " "	38.2 "	133.2 "
100 "	39.5 " "	39.5 "	139.5 "
110 "	38.0 " "	41.8 "	151.8 "
120 "	36.5 " "	43.8 "	165.8 "
130 "	35.0 " "	45.5 "	175.5 "
140 "	33.5 " "	46.9 "	186.9 "
150 "	32.0 " "	48.0 "	198.0 "
160 "	30.5 " "	48.8 "	208.8 "
170 "	29.0 " "	49.3 "	219.3 "
180 "	27.5 " "	49.5 "	229.5 "
190 "	26.18 " "	49.75 "	239.75 "
200 "	25.0 " "	50.0 "	250.0 "
210 "	25.0 " "	52.5 "	262.50 "
220 "	25.0 " "	55.0 "	275.0 "
230 "	25.0 " "	57.5 "	287.5 "
240 "	25.0 " "	60.0 "	300.0 "
250 "	25.0 " "	62.5 "	312.5 "

2000
.50

1000.00
120

200
140

1200

7000 1st
2000

5000 1st

5000
.05 1/2

2500
25.000

275.00 2nd 1st per year

12

5500

275

3300 2nd paid off 1st most in 12 yrs.

5724

79024 2nd on 1st + 2nd + payment on 2nd.

4000 2nd at 6 = 477

12 year

954

477

5724 in 12 years 2nd paid off.

4000

.06

240.00

12

480

240

2880

5724

2880

2844

5724

4000

1724 2nd in 12 yrs.

7000 1st = 385 2nd in 1 yr.

12

770

385

462 2nd in 12 yrs.

2862.

7482

9024 = 5000 remain 1st 2nd

7482 = 7000 " 1st "

1542

4000 2nd
2000

2000 at 6% =

238.50 2nd in year

12

4770.0

2385.0

2862.00 2nd for 12 yrs.

2000

1542

458

3125 lot
 11055 house
 14180

~~7480~~ 7000
~~3125~~ 3125
 3875 or
 4000 and more.

7000 1st - 5 1/2%
 4000 sub. - 6% - pay at 12 yrs.

7000
 .05 1/2
 3500
 35000

9.94
 4
 39.76 per month out sub.

385.00 out 1st month yearly 3976

477.1 2 out + part payment
 sub. with rep plan.

385. out 1st month
 477.12 " sub.
 18.00 water
 18.00 upk. + maint
 180.00 tax
 9.00 ins.

rent house 27.
 Stella 14.
 Mrs. H. 6.
 Auto. 26
 73

1087.00 910.58 per month.

70
 60
 100
 96

477 du for 12 yr.
 12 year

954
 477
 5724
 4000
 1724

12 yr
 12 months yr
 144 months

144) 4000. (27.77
 288
 1120
 1008
 1120
 1008
 1120

Aunts Lms. 75

Repair 60

Stor 90

upkeep }
gas oil } 70

12) 29 0 (26

24

55

60

$$\begin{array}{r} 12 \overline{) 1176} \quad \checkmark 98 \\ \underline{120} \\ 96 \\ \underline{96} \\ 0 \end{array}$$

12.0000

$$\begin{array}{r} 3125 \\ \underline{.05} \\ 156.25 \end{array}$$

$$\begin{array}{r} 3125.00 \\ \underline{156.25} \\ 2968.75 \end{array}$$

H

AGREEMENT

DATED AUGUST 24, 1944

BY FOREST HILLS GARDENS CORPORATION AND

ASSENTING PROPERTY OWNERS.

EXTENDING RESTRICTIONS.

AGREEMENT

DATED AUGUST 24, 1944

**BY FOREST HILLS GARDENS CORPORATION 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 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, conditions, covenants, charges and argeements 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 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" hereinafter described.

PARAGRAPH D. The "Forest Hills Gardens tract" is all the property enclosed within continuous red lines on the map

hereto attached, enclosing certain property colored black on that attached map and all the other property (including streets, parks, closes, Station Square and three plots marked on that map N, N and I adjoining Station Square upon which Forest Hills Inn is erected) inside such enclosing red lines. This agreement affects such "Forest Hills Gardens tract" only.

PARAGRAPH E. 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 1st, 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 F. A number of the owners of property within the "Forest Hills Gardens tract" have 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 1st, 1950, 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 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 is willing on its part to extend the same to January 1st, 1970.

PARAGRAPH G. 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 extending restrictions is made between the following parties namely: Forest Hills Gardens Corporation (formerly named Gardens Corporation) having its principal office at 12 Station

Square, 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 restrictions heretofore given, and all agreements increasing the maintenance charges affecting the land within 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, affecting their said lands, be and the same are hereby extended for a further period of twenty (20) years from January 1st, 1950, and shall continue in full force and effect until January 1st, 1970.

SECTION 2. The covenants herein shall be construed as real covenants running with the land and continue until January 1st, 1970, and be subject to further extension of successive periods of twenty (20) years without limitation, as provided in subdivision "Seventeenth" of said Declaration of Restrictions.

SECTION 3. This agreement shall not become effective as an extension of said restrictions unless joined in before January 1st, 1950, by the owners of two-thirds in area of the property shown on the map 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 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 15th, 1950, 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 caused its seal to be hereunto affixed, and these presents to be signed by its President thereunto duly authorized.

FOREST HILLS GARDENS CORPORATION

By George H. Boyce
President

STATE OF NEW YORK,
COUNTY OF QUEENS ^{ss:}

On the 24th day of August, one thousand nine hundred forty-four, before me came George H. Boyce, to me known, who, being by me duly sworn, did depose and say that he resides at No. 62 Greenway Terraces, Forest Hills Gardens, Queens County, New York; that he is the president of FOREST HILLS GARDENS CORPORATION, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

Laura M. Green
Notary Public, Queens Co.

The following property owners have signed their assents to the foregoing agreement extending the restrictions to January 1, 1970:

John P. Curtiss, and
Bertha Curtiss
Clarence J. Dauphinot
S. Ellsworth Davenport, Jr., and
Helen Snow Davenport
Charles Gordon, and
Rinda M. Gordon
Fred Gretsck
Frank Hardart
Bertha W. Hardinge
John V. L. Hogan, and
Edith M. S. Hogan
John A. Sommer
Louis Dean Speir, and
Lilian V. Speir
Charles H. Webber, and
Julia W. Webber
Helene Welsh
Phebe H. Woodard

The foregoing agreement was 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.

AKP

CERTIFICATION OF INCORPORATION
OF
GARDENS CORPORATION

Filed December 12th, 1922

**CERTIFICATION OF INCORPORATION
OF
GARDENS CORPORATION**

We, the undersigned, all being persons of full age, citizens of the United States and residents of the State of New York, desiring to form a corporation pursuant to Section 41 of the Membership Corporations Law of New York, make, sign and acknowledge this certificate in duplicate, stating as follows:

FIRST:—The particular objects for which the corporation is to be formed are as follows:

(a) To promote and to sustain in Forest Hills Gardens and vicinity in all suitable ways the living and aesthetic conditions for which the Gardens was founded, and to act as the common agency of the people of the place towards attaining these ends.

Without in any particular limiting or restricting the objects or powers of the corporation it is expressly and specifically declared and provided that the corporation shall have power and that it shall be among its objects:

(b) To accept by assignment and assume (pursuant to sub-division Sixteenth of "Declaration No. 3" made and dated April 18th, 1913, by Sage Foundation Homes Company, recorded in the Queens County Clerk's office in Liber 1889 of Conveyances, Page 322) and exercise any or all of the rights, powers and duties of Sage Foundation Homes Company under that Declaration. (A copy of such Subdivision is as follows:

"Sixteenth:—Any or all of the rights and powers of the Homes Company herein contained may be assigned to any corporations or associations which may hereafter be organized and which will assume the duties of the Homes Company hereunder pertaining to the particular rights and powers assigned, and upon any such corporation or association evidencing its consent in writing to accept such assignment and assume such duties it shall, to the extent of such assignment, have the same rights and powers as are given to and assumed by the Home Company herein".)

(c) To do all things deemed by the corporation advisable for promoting and maintaining any restrictions in Forest Hills Gardens and vicinity.

(d) To arrange in any ways with property owners for increasing the maintenance charge provided under the Declaration above mentioned.

(e) To collect any money or funds and expend them for any of the objects for which the corporation is formed.

(f) To hold any property for community objects including, besides other property, streets, sewers, poles, wires, drains, parks, and public places and buildings.

(g) To enter into, make, perform, and carry out contracts of every kind and for any lawful purpose pertaining to any of the objects of the corporation or in any manner incident thereto, and to have, possess, and exercise such other powers as shall be incident to the carrying out of any of the objects for which the corporation is formed or convenient to their exercise.

SECOND:—The name of the proposed corporation is "Gardens Corporation."

THIRD:—The territory in which operations are to be principally conducted is Forest Hills Gardens and vicinity, in the Borough and County of Queens, in the City of New York.

FOURTH:—The principal office is to be located at Forest Hills Gardens, in the Borough and County of Queens, in the City of New York.

FIFTH:—The number of its directors shall be eleven.

SIXTH:—The names and places of residences of the persons who shall be its directors until its first annual meeting are:

John R. Davies, Forest Hills, Long Island, N. Y.

George B. Hanavan, Forest Hills, Long Island, N. Y.

Lawrence F. Abbott, Forest Hills, Long Island, N. Y.
Edgar D. Sealy, Forest Hills, Long Island, N. Y.
Wm. A. Hume, Forest Hills, Long Island, N. Y.
Lyman Beecher Stowe, Forest Hills, Long Island, N. Y.
George H. Boyce, Forest Hills, Long Island, N. Y.
Louis Dean Speir, Forest Hills, Long Island, N. Y.
Catherine S. J. Wilson, Forest Hills, Long Island, N. Y.
Emma Lester Mays, Forest Hills, Long Island, N. Y.
Fanchon C. Clark, Forest Hills, Long Island, N. Y.

IN WITNESS WHEREOF we make, sign and acknowledge this certificate in duplicate.

Dated, New York, December 7th, 1922.

GEORGE B. HANAVAN,
WM. A. HUME,
LYMAN BEECHER STOWE,
LAWRENCE F. ABBOTT,
LOUIS DEAN SPEIR.

STATE OF NEW YORK }
COUNTY OF QUEENS } ss.

On this 7th day of December, 1922, before me personally came George B. Hanavan, William A. Hume, Lyman Beecher Stowe, Lawrence F. Abbott, and Louis Dean Speir, to me known and known to me to be the persons described in and who executed the foregoing certificate, and severally acknowledged to me that they executed the same.

JOHN R. DAVIES,
Justice of Municipal Court,
City of New York.

Document No. 378

Amount 25 cents.

STATE OF NEW YORK }
CITY OF NEW YORK } ss.

I, the Clerk of the City of New York, do certify that JOHN R. DAVIES whose name is subscribed to the annexed instrument, is Justice of Municipal Court, Borough of Manhattan, 7th District, City of New York.

I FURTHER CERTIFY that I am acquainted with the handwriting of the said JOHN R. DAVIES, and that the signature hereto is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of the said City of New York, the 11th day of December, 1922.

M. J. CRUISE,

City Clerk.

(Seal)

AFFIDAVIT OF RESIDENCE, &c.

STATE OF NEW YORK }
COUNTY OF QUEENS } ss.

GEORGE B. HANAVAN, WM. A. HUME, LYMAN BEECHER STOWE, LAWRENCE F. ABBOTT and LOUIS DEAN SPEIR, being severally duly sworn, each for himself or herself says as follows:

I am one of the persons mentioned in and who executed the foregoing Certificate of Incorporation.

I am of full age, a citizen of the United States, and resident of the State of New York.

No previous application for the incorporation of "GARDENS CORPORATION," the proposed membership corporation referred to in such certificate, has ever been made.

Sworn to Before me this
7th day of December, 1922.

GEORGE B. HANAVAN,
WM. A. HUME,
LYMAN BEECHER STOWE,
LAWRENCE F. ABBOTT,
LOUIS DEAN SPEIR.

JOHN R. DAVIES,
Justice of
Municipal Court,
City of New York.

APPROVAL

I, a Justice of the Supreme Court, hereby approve the foregoing Certificate of Incorporation of Gardens Corporation.

Dated, December 8th, 1922.

J. C. VAN SICLEN,
Justice of the Supreme Court.

(The foregoing Certificate of Incorporation of Gardens Corporation was filed in the Queens County Clerk's office and in the Secretary of State's office at Albany on December 12th, 1922.)

**FOUR MILL AGREEMENT BETWEEN
GARDENS CORPORATION AND ITS MEMBERS
DATED OCTOBER 1, 1923.**

Agreement dated October 1, 1923, between Gardens Corporation, party of the first part, and such of its members, owners of land in Forest Hills Gardens, as shall agree hereto, parties of the second part.

By subdivision 12th of Declaration No. 3, made and dated April 18, 1913, by Sage Foundation Homes Company (hereinafter called the Homes Company), the Homes Company imposed an annual maintenance charge of two mills per square foot of area on the property in the Gardens described therein.

By assignment dated January 1, 1923, the Homes Company assigned to Gardens Corporation the right, beginning with 1923, to collect that charge and administer the maintenance fund.

The amount of the maintenance charge was originally fixed too low. The amount of the fund is inadequate to meet the expenses to which it is applicable. To meet this situation the by-laws of Gardens Corporation require its members to pay in addition to the maintenance charge on their land annual membership dues of like amount, and most of the property owners in the Gardens have joined as members and agreed to pay such annual dues from year to year.

It is desirable that the maintenance fund be put on a more permanent basis without the necessity of annual canvas and solicitation, so that Gardens Corporation may be assured, whatever the future changes in its membership, of a more adequate maintenance fund legally collectible, and its officers be relieved of a continuous drive for members and so to be able to devote their energies to the Corporation's constructive problems.

To this end a number of the members have expressed a willingness, provided a sufficient pro-

portion of the members join herein, to subject their land to a larger maintenance charge.

In consideration of the premises and of one dollar and other valuable considerations received by each of the parties of the second part from Gardens Corporation, receipt whereof is hereby severally acknowledged, and of the mutual provisions herein contained, the parties agree as follows:

1. Each member of Gardens Corporation who becomes a party hereto hereby agrees that the annual maintenance charge under subdivision 12th of Declaration No. 3 on his land stated next to his signature hereto shall be four mills per square foot of area beginning with 1924, instead of two mills, just as if four mills had been the rate originally stated in subdivision 12th, subject to lowering or raising by Gardens Corporation from year to year (but in no event above four mills per square foot of area) as the needs of the property may in its judgment require.

2. This agreement makes no change in the annual charge for private parks and lanes under subdivision 13th.

3. The members of Gardens Corporation who become parties hereto and thereby subject their land to such double maintenance charge shall to the extent of such increase in their maintenance charge be exempted from annual membership dues.

4. This agreement shall run with the land and continue until January 1, 1950, and be subject to extension as provided in subdivision 17th.

5. This agreement shall become effective only when joined in by such proportion (not less than two-thirds) of the members of Gardens Corporation as its board of directors shall determine is necessary to the success of this agreement. The fact that the necessary proportion have joined shall be set forth in a certificate by Gardens Corporation, under its corporate seal, signed in its name by one of its officers by order of its board of directors.

6. This agreement may be signed in any number of counterparts all of which shall be taken together as one

instrument as if all the signatures were on one counter-
part. Signatures of members may be on separate pages
referring to this agreement and identifying by lot and
block numbers as given on the Homes Company's Map
No. 3, the land which they make subject to this agree-
ment. Substantially the form given below may be used.

GARDENS CORPORATION,

(Signed) By Lawrence F. Abbott,
President.

Attest:

(Signed) Louis Dean Speir,
Secretary.

STATE OF NEW YORK }
COUNTY OF QUEENS } ss.

On this 22nd day of October, 1923, before me per-
sonally came Lawrence F. Abbott, to me known, who,
being by me duly sworn, did depose and say that he
resides in the Borough of Queens; that he is the Presi-
dent of Gardens Corporation, the corporation described
in and which executed the above instrument; that he
knows the seal of said corporation; that the seal affixed
to such 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.

(Signed) LAURA M. GREEN,

Laura M. Green, Notary Public.

Queens County No. 3949

Term expires March 30, 1925

(The agreement has annexed to it a form for mem-
ber's assent which, for convenience of signature, has
been separately printed on cards. One card is enclosed
herein.)

Sage Foundation Homes Company

DECLARATION No. 3

OF

Restrictions, Etc., Affecting Property

KNOWN AS

Forest Hills Gardens

AT

Forest Hills, Borough of Queens

LONG ISLAND
NEW YORK CITY

First Issue April, 1913

DECLARATION No. 3, made and dated April 18th, 1913, by SAGE FOUNDATION HOMES COMPANY, a New York corporation, hereinafter called the HOMES COMPANY.

WHEREAS, the Homes Company is the owner of a certain tract of land at Forest Hills, in the County of Queens, State of New York, shown on a map entitled "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, 1913, made by C. B. Fancy, C.E., and filed, or about to be filed, in the office of the Clerk of the County of Queens, State of New York, except so much of the property shown thereon as has been sold and conveyed by the Homes Company; and

WHEREAS, a large portion of said property shown on said map is the same as is shown on a certain map entitled "Map No. 2 of Forest Hills Gardens situated at Forest Hills, Borough of Queens, City of New York, surveyed for Sage Foundation Homes Company," dated October, 1912, made by C. B. Fancy, C.E., and filed in the office of the Clerk of the County of Queens, State of New York, on November 29th, 1912, as Map No. 84, as to which property the Homes Company made a Declaration, dated January 21st, 1913, and recorded in the office of the Clerk of the County of Queens, State of New York, on January 28th, 1913, in Liber 1855 of Deeds, at Page 172; and

WHEREAS, the Homes Company at the time of the making of said Declaration dated January 21st, 1913, was the owner of or has since acquired the balance of the property shown on said Map No. 3, above referred to, and desires to make a new Declaration setting forth restrictions, conditions, covenants, charges and agreements subject to which all of the property shown on said Map No. 3 is now held and is to be conveyed.

Now, THEREFORE, the Homes Company declares that the property shown on said map No. 3, above referred to, is held and shall be conveyed subject to the restrictions, conditions, covenants, charges and agreements set forth in the various subdivisions of this Declaration, to wit:

Exceptions to Restrictions.

FIRST:—The restrictions, conditions, covenants, charges and agreements set forth in this Declaration shall affect all of said property, with the following exceptions:

(a) The restrictions contained in sub-divisions Fourth, Sixth, Seventh and Eighth shall not affect:—

Lot No. 19 and lots Nos. 25 to 35 inclusive, in Block 1.

Lots Nos. 11 to 14 inclusive, lot No. 20, lots Nos. 26 to 28 inclusive, and lots Nos. 43 to 45 inclusive, in Block 7.

Block No. 10.

Lots Nos. 7 to 10 inclusive and lots Nos. 15 to 42 inclusive, in Block 14.

Lots Nos. 48 to 59 inclusive, in Block 15.

Lots Nos. 1 to 13 inclusive, in Block 17.

Lots Nos. 1 to 7 inclusive and lots Nos. 49 to 53 inclusive, in Block 18.

Lots Nos. 1 to 4 inclusive, lots Nos. 73 to 78 inclusive,

Lots Nos. 82 to 119 inclusive and lots Nos. 124 to 128 inclusive in Block 45.

Lot No. 28 in Block 107, so long as the same shall be used for Club purposes.

(b) The restrictions contained in sub-divisions Sixth and Seventh shall not affect:

Lot No. 23 in Block 1.

Lot No. 41 in Block 2.

Lots Nos. 1 to 9 inclusive in Block 3.

Definitions.

SECOND:—The word "street," as used in this Declaration is defined as meaning any street, highway or other thoroughfare shown on said map whether designated thereon as street, avenue, terrace, crescent, lane, path, way, road, or otherwise, except "private lanes."

A "front street" shall, as to any lot except a corner lot, be deemed the street, not less than thirty (30) feet in width, upon which the particular lot abuts. A corner lot shall be deemed to front on the street, not less than thirty (30) feet in width, upon which it has its smallest dimension.

The word "building" as used in this Declaration, when not qualified, is defined as meaning both a detached building and a block of two or more attached buildings.

THIRD:—There shall not be erected, permitted, maintained or carried on upon said property, or any part thereof, any brewery, distillery, malt house, slaughter house, brass foundry, tin, nail or other iron foundry, lime kiln or sugar bakery, tallow chandlery, crematory, hospital, asylum or institution of like or kindred nature, stable of any kind (the word stable not being intended to include a garage), cattle yard, hog pen, fowl yard or house, cesspool, privy vault; nor any cattle, hogs or other live stock or live poultry; nor any establishment for the making or preparing of soap, candles, starch, vitriol, glue, ink, turpentine, oil, lamp black, gunpowder, dynamite or other explosives, baking powder, cream of tartar, gas, asphalt or fertilizer; nor any establishment for bone boiling, fat boiling, dyeing, tanning, dressing or preparing of skins, hides or leather; nor any noxious, dangerous or offensive thing, trade or business or use of the property whatsoever. *Nuisances.*

FOURTH:—The property shall be used for private residence purposes only and no buildings shall be erected or maintained thereon except private dwelling houses with cellars, each for occupation by not more than two families; and private garages not more than one story in height, for the sole use of the owners or occupants of the lots or plots upon which such garages are erected. *Residences.* *Garages.*

FIFTH:—No building, fence, wall or other structure shall be erected or maintained nor any change or alteration made therein unless the plans and specifications therefor showing the nature, kind, shape, height, material, color-scheme and location *Approval of Plans.*

of such structure and the grading plans of the lot or plot to be built upon shall have been submitted to, approved in writing by, and a copy thereof, as finally approved, lodged permanently with the Homes Company.

**Setback
From
Front
Streets.**

SIXTH:—No building or part thereof, except porches, steps, and bay, bow and oriel windows, as hereinafter provided, shall be erected or permitted within twenty-five (25) feet of any front street, except as follows:

(a) On lots Nos. 24 to 31 inclusive, lots Nos. 32 to 38 inclusive, and lot No. 40 in Block 2, lots Nos. 13 to 23 inclusive in Block 5A, lots Nos. 18 to 37 inclusive in Block 5B, lots Nos. 1 to 17 inclusive in Block 5C, lots Nos. 1 to 13 inclusive in Block 5D, lots Nos. 1 to 12 inclusive in Block 12, and lots Nos. 55 to 63 inclusive and lots Nos. 70 to 72 inclusive in Block 23; such setback shall be not less than 20 feet.

(b) On lots Nos. 20 to 22 inclusive, and lot No. 24 in Block 1, lots Nos. 42 to 49 inclusive in Block 2, lots Nos. 15 to 19 inclusive in Block 7, lots Nos. 1 to 7 inclusive, and lots Nos. 36 to 47 inclusive in Block 15; lots Nos. 33 to 42 inclusive in Block 16, lots Nos. 14 to 23 inclusive in Block 17, lots Nos. 12 to 28 inclusive in Block 21, lots Nos. 9 to 38 inclusive and lots Nos. 48 to 62 inclusive in Block 22; lots Nos. 15 to 23 inclusive in Block 28, and lots Nos. 37 to 46 inclusive in Block 40; such setback shall be not less than fifteen feet.

(c) On lot No. 42 in Block 6, lots Nos. 1 to 11 inclusive in Block 9, lots Nos. 11 to 14 inclusive in Block 13, lots Nos. 37 to 63 inclusive in Block 19, lots Nos. 64 to 67 inclusive, and lots Nos. 94 to 112 inclusive in Block 20, lots Nos. 1 to 7 inclusive, lots Nos. 9 to 11 inclusive, and lots Nos. 43 to 55 inclusive in Block 21, lots Nos. 11 to 27 inclusive in Block 29, lots Nos. 1 to 26 inclusive in Block 30, all of Block 37, lots Nos. 33 to 57 inclusive in Block 43, and lots 5 to 72 inclusive and lot No. 124 in Block 45; such setback shall not be less than ten (10) feet.

(d) On lot No. 1 in Block 7, such setback shall be not less than fifteen (15) feet from Roman Avenue and Groton Street,

and not less than twenty-five (25) feet from Greenway south.

(e) On lots Nos. 1 to 7 inclusive in Block 101, lots Nos. 11 to 23 in Block 102, all of Block 103 and lots Nos. 1 to 32 inclusive in Block 104, such setback shall be not less than thirty (30) feet.

(f) On lots Nos. 8 to 18 inclusive in Block 101 such setback shall be not less than forty (40) feet.

No building or part thereof, except porches, steps and bay, bow and oriel windows as hereinafter provided, shall be erected or permitted within twelve and one-half ($12\frac{1}{2}$) feet of any side street not less than thirty (30) feet in width, except as to the lots designated in paragraph (c) above where such setback shall be not less than ten (10) feet. *From Side Streets.*

No building or part thereof shall be erected or permitted within ten (10) feet of the rear line of any lot, except on lot 42 in Block 6. *From Rear.*

Porches, the floors of which are not higher than the level of the first floor of the building, may be built to within fifteen (15) feet of any such front street where the building setback therefrom is twenty-five (25) feet or more, to within ten (10) feet of any such front street where the building setback therefrom is less than twenty-five (25) feet and to within six and one-half ($6\frac{1}{2}$) feet of any such side street. *Porches.*

Steps extending not higher than the level of the first floor of the building may be built on such restricted areas, except on those in the rear. *Steps.*

Bay, bow and oriel windows not more than fifteen (15) feet in height may encroach on any of such restricted areas, except on those in the rear, by projecting thereon not more than three (3) feet but the total horizontal area of such encroachments on any one side or front shall not exceed thirty (30) square feet. *Bay Windows.*

No garage shall be erected within sixty (60) feet of any front street or within twenty-five (25) feet of any other street not less than thirty (30) feet in width. *Garages.*

If, for any reason, it is uncertain which are the front, side or rear lines of any lot or plot or the restricted areas adjoining the same, the Homes Company shall in any such cases determine what are to be deemed such lines and restricted areas and the decision of the Homes Company in respect thereto shall be final.

*Free Spaces
At Sides.*

SEVENTH:—Free spaces shall be left on the lot or plot built upon on both sides of every building, extending the full depth of the lot or plot, which free spaces shall be independent of any free spaces pertaining to or required for any other building. No part of any building except porches, steps and bay, bow and oriel windows as hereinafter provided, shall encroach on these free spaces. The aggregate width of such free spaces on both sides of any building, except to the extent modified in deeds made by the Homes Company, shall be, for buildings thirty (30) feet or less in width, not less than fifteen (15) feet and for buildings more than thirty (30) feet in width not less than fifty per cent. (50%) of the width of the building less one and one-half per cent. ($1\frac{1}{2}\%$) of the width of the building for every ten (10) feet (or fifteen hundredths ($15/100$) of one per cent. for every foot) of such additional width of building over thirty (30) feet. In no event, however, shall the aggregate width of the free spaces be less than twenty-five per cent. (25%) of the width of the building.

*Minimum
Free Spaces.*

The minimum width of such free spaces to be left on either side of any building shall, in the case of a single or detached building be thirty-five per cent. (35%), and in the case of attached or "block houses" forty per cent. (40%), of the minimum aggregate width of such free spaces.

Porches.

Porches, the floors of which are not higher than the level of the first floor of the building, may encroach upon such free spaces, but not nearer than three (3) feet to either exterior limit of such free spaces.

Steps.

Steps extending not higher than the level of the first floor of the building may be built on such free spaces.

Bay, bow and oriel windows, not more than fifteen (15) feet in height, may encroach upon such free spaces by projecting thereon not more than three (3) feet, but the total horizontal area of such windows on either side of any building shall not exceed thirty (30) square feet. Such bay, bow and oriel windows shall, in no event, however, be built nearer than three (3) feet to either exterior limit of such free spaces. *Bay Windows.*

If the width of any building by reason of its irregular shape or otherwise, or if the location of the free spaces required herein in relation thereto be uncertain, the Homes Company shall in all such cases determine what is to be deemed the width of such buildings and the location of such free spaces and the decision of the Homes Company in respect thereto shall be final or the locations and the minimum aggregate width of such free spaces may, in any case, be determined by the Homes Company and particularly described in the deeds of the plots as to which such determination is made.

EIGHTH:—No building or “block” of buildings more than two hundred and fifty (250) feet in width or length shall be erected or maintained. *Maximum Width.*

NINTH:—No dwelling houses shall be erected or maintained which shall cost less than the amounts to be specified by the Homes Company in the several Deeds of the lots or plots to be conveyed. *Minimum Cost.*

TENTH:—Easements and rights of way shall be reserved for the erection, construction and maintenance of: *Easements Reserved.*

Poles, wires and conduits for the transmission of electricity for lighting, telephone and other purposes and of the necessary attachments in connection therewith.

Public and private sewers, storm water drains, land drains, pipes and

Any other method of conducting and performing any public or quasi-public utility or function beneath the surface of the ground.

Such easements and rights of way are located on said map

and except where otherwise indicated thereon, shall be confined to the rear three (3) feet of all lots shown thereon, and also reserved in and over all streets, "private lanes," parks, private or otherwise, and all open spaces maintained for the general use of owners of property shown on said map and in and over lots Nos. 57, 66 and 73 in Block 23, and lot No. 61 in Block 42.

And the Homes Company shall have the right, without liability for damages for trespass, to enter upon said strips of land at any and all times for any of the purposes for which said easements and rights of way are reserved.

And the Homes Company shall have the right at any time to extinguish such easements and rights of way as to all or any portion of said property.

*Title to
Streets.*

ELEVENTH:—No title to land in any streets or "private lanes" is intended to be conveyed to purchasers of any property, except where expressly stated in deeds, but the Homes Company retains the right to convey to abutting land owners or to any public authority all of its right, title and interest in said streets should the Homes Company at any time deem it expedient so to do.

Should the title to any streets shown on said map be hereafter acquired by condemnation or otherwise by any public authority, all moneys received by the Homes Company by way of compensation therefor except compensation for structures, shall be immediately turned over to such public authority in reduction of the assessment against the owners of land shown on said map for such acquisition.

*Grades of
Streets.*

The Homes Company shall have the right to grade the streets in accordance with such grades as it may establish.

*Encroach-
ments on
Streets.*

The Homes Company shall have the right to complete the erection of and maintain the bridges and other structures of a permanent character encroaching on the streets, whether now erected or in course of construction, and also the right to erect and maintain bridges and other structures of a permanent char-

acter encroaching on such streets in the locations indicated on said map as well as the right to erect and maintain any additional bridges over streets to connect properties owned by it at the time of such construction.

TWELFTH:—All of the land shown on said map, whether owned by the Homes Company or otherwise, except streets, “private lanes,” parks, private or otherwise, now or hereafter opened, laid out or established (including lots Nos. 57, 66 and 73 in Block 23, so long as they are used for a private park) open spaces maintained for the general use of owners of property shown on said map, and land taken or sold for public improvements or uses, shall be subject to an annual charge or assessment of two mills (\$.002) per square foot of area, to be paid by the owners of property subject thereto to the Homes Company annually in advance on the first day of January, in each and every year, on which date said charge or assessment shall become a lien upon the land, and so continue until fully paid. Said charge or assessment shall, with the consent in writing of the Homes Company, be subordinate to the lien of any mortgage or mortgages on the property subject thereto.

*General
Maintenance
Charges.*

Said charge or assessment shall be applied toward the payment of the cost of the following so-called “Maintenance Charges,” to wit:

Lighting, improving and maintaining streets, parks and other open spaces maintained for the general use of owners of property shown on said map, including all grass plots and planted areas within the lines of such streets, but not including those open spaces designated on said map as “private parks” and “private lanes.”

Collecting and disposing of garbage, ashes, rubbish, etc.

Maintaining the sewerage system.

Caring for vacant and unimproved lots and plots, removing grass and weeds therefrom and any other things necessary or desirable, in the opinion of the Homes Company, to keep the property neat and in good order.

Expenses incident to the enforcement of the restrictions, conditions, covenants, charges and agreements herein contained.

Taxes and assessments, if any, which may be levied by any authority upon the streets and parks now or hereafter opened, laid out or established, and other open spaces, maintained for the general use of owners of property shown on said map, including sewers and storm drains contained therein, whether taxed or assessed as part thereof or separately, except those open spaces designated on said map as "private parks" and "private lanes."

The Homes Company agrees that the money so collected, together with the charges and assessments which are liens upon the land retained by the Homes Company and for which the Homes Company shall be liable, shall be applied to the purposes mentioned.

Said annual charge or assessment may be adjusted from year to year by the Homes Company by lowering or raising (but in no event above two mills (\$.002) per square foot of area) as the needs of the property may in its judgment require.

And the purchasers of property shown on said map, by the acceptance of Deeds therefor shall vest in the Homes Company the right and power to bring all actions for the collection of such charges and assessments and the enforcement of such liens.

Said charge or assessment as to lot No. 28 in Block 107 shall be \$400 per annum, so long as said lots shall be used for Club purposes and no longer. In the event that it shall cease to be so used, it shall thereupon become subject to an annual charge or assessment of two mills (\$.002) per square foot of area as above provided.

*Maintenance
Charge—
Private
Parks.*

THIRTEENTH:—Undivided interests in the "private parks" and "private lanes" shown on said map are to be conveyed with certain lots or plots abutting thereon subject to such rules and regulations as the Homes Company may from time to time impose.

All of the plots shown on said map as "private parks" and "private lanes" shall be subject to an annual charge or assessment of seven and one-half mills (\$.0075) per square foot of area, to be paid by the owners of such undivided interests in proportion to their interests, to the Homes Company annually in advance on the first day of January in each and every year beginning January 1st, 1913, on which date said charge or assessment shall become a lien upon the land and so continue until fully paid.

Said charge or assessment shall be applied toward the cost of the following:

Maintaining such parks and lanes, including the planting of trees, shrubbery and flowers, the cutting of grass, the providing and maintaining of seats and benches, the erection thereon of such other structures and the doing of such other things as may seem to the Homes Company necessary, advisable and proper to keep such parks and lanes neat and in good order and to promote their attractiveness, convenience and usefulness, and the Homes Company shall have the right to enter in and upon such parks and lanes for such purposes.

Taxes and assessments, if any, which may be levied by any authority upon such parks and lanes.

Such charges and assessments shall also be liens upon the lots or plots together with which undivided interests in said parks and lanes are conveyed proportionate to such undivided interests.

The Homes Company agrees that the money so collected, together with the portion of such charges and assessments proportionate to the interest in said "private parks" and "private lanes" retained by it, for which it shall be liable, shall be applied to the purposes mentioned.

And the purchasers of property shown on said map, by the acceptance of Deeds therefor shall vest in the Homes Company the right and power to bring all actions for the collection of such charges and assessments and the enforcement of such liens.

This sub-division shall not apply to lots Nos. 57, 66 and 73 in Block 23, if used as a private park. In which event, a special maintenance charge will be provided therefor in deeds of lots in said Block 23.

*Right to
Modify.*

FOURTEENTH:—Any of the restrictions, conditions, covenants, charges and agreements herein contained, except the restrictions set forth in sub-division Third and the maintenance charges set forth in sub-division Twelfth may be annulled, waived, changed or modified by the Homes Company as to any property owned by it, and, with the consent of the then owner thereof, as to any property sold. The maintenance charges set forth in sub-division Twelfth may be terminated by the Homes Company after January 1st, 1922, with the consent of the then owners of more than one-half in area of the property shown on said map subject to such charges.

*Right to
Abate.*

FIFTEENTH:—Violation of any of the restrictions or conditions or breach of any of the covenants and agreements herein contained shall give to the Homes Company the right to enter upon the property upon or as to which such violation or breach exists and to summarily abate and remove, at the expense of the owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the Homes Company shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

*Right to
Assign.*

SIXTEENTH:—Any or all of the rights and powers of the Homes Company herein contained may be assigned to any corporations or associations which may hereafter be organized and which will assume the duties of the Homes Company hereunder pertaining to the particular rights and powers assigned, and upon any such corporation or association evidencing its consent in writing to accept such assignment and assume such duties it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obliga-

tions and duties as are given to and assumed by the Homes Company herein.

SEVENTEENTH:—All of the restrictions, conditions, covenants, charges and agreements contained herein shall run with the land and continue until January 1st, 1950, and may, as then in force, be extended from that time for a period of 20 years and thereafter for successive periods of 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. *Right to Extend.*

EIGHTEENTH:—The provisions herein contained shall bind and enure to the benefit of and be enforceable by the Homes Company or by the owner or owners of any property shown on said map, their legal representatives, heirs, successors and assigns, and failure by the Homes Company or any property owner to enforce any of such restrictions, conditions, covenants and agreements herein contained shall in no event be deemed a waiver of the right to do so thereafter. *Right to Enforce.*

IN WITNESS WHEREOF the SAGE FOUNDATION HOMES COMPANY has caused its seal to be hereunto affixed and these presents to be signed by its President thereunto duly authorized.

SAGE FOUNDATION HOMES COMPANY,

[CORPORATE SEAL]

by ROBERT W. DE FOREST,

Attest:

President.

JOHN M. GLENN,
Secretary.

STATE OF NEW YORK }
County of New York, } ss.:

On this 18th day of April, nineteen hundred and thirteen, before me personally came Robert W. de Forest, to me

known, who being by me duly sworn, did depose and say that he resided in the Borough of Manhattan, City of New York, that he is the President of the SAGE FOUNDATION HOMES COMPANY, the corporation described in and which executed the above instrument; that he knew the seal of said corporation; that the seal affixed to the instrument was 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.

WILLIAM MCBRIEN,

[NOTARIAL SEAL]

Notary Public, Queens County.

Certificate filed in New York County.

(NO. 24)