CONDOMINIUM OFFERING PLAN
FOR
355 KINGS HIGHWAY CONDOMINIUM

Consisting of a Condominium known as
355 KINGS HIGHWAY CONDOMINIUM

of 28 Residential Units, 1 Community Facility and 19 Parking Spaces

355 Kings Highway, Brooklyn, New York

Total Purchase Price of each of the Condominium is as follows:

355 KINGS HIGHWAY CONDOMINIUM, $15,972,000.00

SPONSORS: The Sponsor and selling agent is (herein collectively called "Sponsor").

355 Realty Associates LLC
2390 McDonald Avenue, Brooklyn, New York 11223

Date of Offering: ,200_

This Offering may not be used after , 200__ unless said date is extended by an amendment duly filed

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THIS OFFERING PLAN IS THE SPONSOR'S ENTIRE OFFER TO SELL THESE CONDOMINIUM UNITS. NEW YORK LAW REQUIRES THE SPONSOR TO DISCLOSE ALL MATERIAL INFORMATION IN THIS PLAN AND TO FILE THIS PLAN WITH THE NEW YORK STATE DEPARTMENT OF LAW PRIOR TO SELLING OR OFFERING TO SELL ANY CONDOMINIUM UNIT. FILING WITH THE DEPARTMENT OF LAW DOES NOT MEAN THAT THE DEPARTMENT OR ANY OTHER GOVERNMENT AGENCY HAS APPROVED THIS OFFERING.

THIS PLAN CONTAINS SPECIAL RISKS TO PURCHASERS AS SET FORTH AT PAGE 4 WHICH SHOULD BE CONSIDERED BY PROSPECTIVE PURCHASERS.

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SPECIAL RISKS

1. The purchase of a condominium unit has many significant legal and financial consequences and may be one of the most important financial transactions of your life. The Attorney General of the State of New York strongly urges you to read this offering plan carefully and to consult with an attorney before signing an agreement to purchase a condominium unit.

2. Purchaser's failure to pay the balance on the Closing Date designated by Sponsor is an event of default which entitles the Sponsor to cancel the Purchase Agreement by sending Purchaser 30 days prior written notice of its intention to do so. TIME IS OF THE ESSENCE TO REMEDY SUCH DEFAULT WITHIN SAID PERIOD.

3. At the time a Purchase Agreement has been executed, a Purchaser is required to make a down payment (the "Down payment") in an amount equal to at least ten (10%) percent pf the purchase price. In the event a Purchaser defaults under his Purchase Agreement, time being of the essence with regard to the obligations of the Purchaser thereunder, and does not cure such default within thirty (30) days after Sponsor gives notice to the Purchaser of such default, Sponsor may cancel such Purchase Agreement and retain, as liquidated damages, the down payment made by the Purchaser, together with interest earned thereon, if any.

4. Additionally, if a Purchaser fails for any reason to close title to his Residential Unit on the originally scheduled Closing date and Sponsor elects not to cancel the Purchaser's Purchase Agreement as a result of the same, (a) the closing apportionments to be made at the Closing will be made as of midnight of the day preceding the originally scheduled Closing Date, and (b) the Purchaser will be required to pay to Sponsor an amount equal to 0.03% of the purchase price of his Residential Unit for each day that the Closing is adjourned. (See the Section entitled "Procedure to Purchase," p. 28 for further discussion.)

5. Although a Purchaser may obtain financing from a lending institution or any other source, his obligation to purchase a Residential Unit pursuant to his Purchase Agreement shall not be contingent on obtaining financing for such purchase. Neither the Sponsor nor the Selling Agent makes any representation as to the terms or availability of any mortgage financing. Prospective Purchasers, are, therefore, advised to finalize their financing arrangements before signing a Purchase Agreement. However, prospective Purchasers should be aware that even if a loan commitment is obtained, its term may be fixed, and it could expire before the Closing Date. (See the Section entitled "Procedure to Purchase," p. 28, for further discussion.)

6. Prior to the closing of title to a Residential Unit, the Purchase Agreement prohibits a purchaser from advertising otherwise offering, promoting or publicizing the availability of the Unit for sale or lease. (See Purchase agreement, p. 86 to this Plan)

7. (a) Sponsor may control the Board of Managers provided Sponsor has sufficient votes to elect a majority of the Board (the "Initial Control Period"shall mean the period ending on the earlier of : (i) the closing of title with purchaser under the pan to Units having more than 50 percent of the aggregate Common Interests appertaining to all Units or (ii) two years after

the First Closing. See Control by Sponsor page 51). Sponsor will lose control of the Board at the first meeting of Unit Owners at which the votes cast for Sponsor's designees do not constitute a majority of the Common Interest of the Condominium.

(b) During the Initial Control Period, Sponsor will have control of maintenance, facilities and services to be provided and will determine the Common Charges to be paid by all Unit Owners. (See, Rights And Obligations of Board of Managers, p. 59 herein)

8. Sponsor and its designees may exercise veto power over some actions of the Condominium Board. Until Sponsor and its designees have conveyed title to all Residential Units, but in no event later than five (5)years after the closing of the first Residential Unit, the Condominium Board may not take any of the following actions without Sponsor's prior written consent: (a) make any addition, alteration or improvement to the Common Elements or to any Residential Unit, or (b) assess any General Common Charges or Residential Common Charges for the creation of, addition to or replacement of all or part of a working capital, reserve, contingency or surplus fund, or (c) increase or decrease the number, or change the kind of, employees referred to in the Plan, or (d) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the First Closing or otherwise provide services in excess of those referred to in the operating services, or (e) borrow money on behalf of the Condominium, or (f) exercise a right of first refusal to lease or purchase a Residential Unit; provided, however, that Sponsor's written consent is not necessary to perform any function or take any action described in clauses (a) through (f) above, if, and only if, the performance of such function or the carrying out of such an action is necessary (and no other alternative is available) to enable the Condominium Board to comply with laws, rules or regulations of any government authority having jurisdiction over the Condominium (see the Section entitled "Control By Sponsor," p. 49, for further details).

9. No amendment, modification, addition or deletion of the Declaration of Condominium, By-Laws or Rules and Regulations shall be effective in any way, (a) without the prior written consent of the affected Residential Unit Owner(s) with respect to any amendment, modification, addition or deletion of or to the By-Laws, the Declaration or the Rules and Regulations modifying the permitted uses of any Residential Unit or affecting the rights, privileges, easements, licenses or exemptions granted to any Commercial Unit Owner or (b) without the prior written consent of Sponsor or its designee or the Initial Transferees of Sponsor or the owner of any Unsold Residential Unit, as the case may be, with respect to any amendment, modification, addition or deletion of or to the By-Laws, the Declaration or the Rules and Regulations modifying the permitted uses of the Building or any portion thereof or affecting the rights, privileges, easements, licenses or exemptions granted to Sponsor or its designee or the Initial Transferees of Sponsor or the owner of any Unsold Residential Unit, as the case may be, or otherwise adversely affecting Sponsor or its designee or the Initial transferees of Sponsor. (See the Section entitled "Rights and Obligations of Unit Owners and the Boards of Managers,"p. 59)

10. Construction is a complicated process requiring the coordination of numerous tasks and the balancing of complex mechanical and architectural systems. No assurance can be given with regard to the accuracy of any projected completion dates set forth herein. During the first year of Condominium operations, construction workers and related personnel will be at the

Property from time to time to make adjustments and performing various tasks related to the completion of construction. Various systems, including but not limited to water supply, air conditioning, heating, ventilating and elevators, may require more than a year after any Unit Closing to complete and may need to be shut down temporarily. Various other adjustments, to windows and other systems, may require eighteen (18) months or more after the First Closing to complete.

11. Sponsor or any subsequent owner of the Commercial Units have the right to subdivide and combine portions of the respective Units, subject to the provisions of the Declaration and By-Laws. (See Proposed Declaration and By-laws to the plan)

12. No bond or other security has been posted by Sponsor to secure its obligations to pay Common Charges, special assessments and real estate taxes with respect to Unsold Residential Units. Sponsor represents that it has the financial resources to meet such obligations with respect to Unsold Residential Units.(See p. 44, Rights and Obligations of Sponsor)

13. The exterior and interior glass surfaces of all windows located in any Unit shall be washed and cleaned at the sole discretion of the Unit Owner or occupant thereof at such Unit Owner's sole cost and expense.(See P. 59, Rights and obligations of Unit Owners)

14. Purchasers shall be obligated to pay the NYC Real Property Transfer Tax and NYS Real Property Transfer Tax (Deed Stamps) which by law are the primary obligation of the Seller. (See the Section entitled "Closing Costs and Adjustments", p. 39, herein).

15. All funds received by Sponsor from Purchasers for special work or extra furnishings in Units shall be held in escrow by the Escrow Agent until the Sponsor requests release of such funds to pay for such work or extras. These funds may be released to Sponsor prior to the closing of title to the Unit for the purpose of paying for such work or extras. Accordingly, in the event a Purchaser becomes entitled to rescission after the release of such funds, the Purchaser shall not receive a refund or any funds used for special work or extras.

16. The Contingency Reserves provided for in the projected Budgets for the First Year of Condominium Operation (Schedules B and B-1) are intended to provide a fund for unanticipated expenses not included in the budgets and for increases in Operating expenses above the amounts projected. No other reserve fund for capital expenditures has been established. The Contingency Reserves are not intended and may not be sufficient to meet the cost of any major capital repairs or replacements which may be required. If funds are required to meet such costs, it may be necessary to increase Common Charges or institute a special assessment. (See, "Working Capital Fund", p79, for further discussion.)

17. Purchaser will be expected to pay $1,250.00 to Sponsor for the cost of obtaining a Real Estate Tax Exemption, if any. The Tax Exemption is pursuant Section 421A of the Real Property Tax Law (RPTL). See Real Estate Opinion Letter of Wallace Prince, Esq., page 69 for further discussion.

18. Sponsor is not guaranteeing that a tax exemption will be approved and

will not pay excess taxes if an abatement is not approved. Sponsor will complete all work necessary to obtain such abatement. Each Purchaser will be required to pay $1,250.00 to Sponsor for the cost of the tax abatement, whether or not a tax exemption is approved (see p. 39, Unit Closing Costs and Adjustments for further discussion).

19. The New York State Housing Merchant Implied warranty has been limited for this offering (p. 134).

20. Pursuant to existing law and regulation the Sponsor may not declare the plan effective unless bonafide Purchasers, including investors have signed Purchase Agreements for at least 15 percent (15%) of the units offered under the plan. Sponsor may elect, at its sole discretion, not to have the plan declared effective until such time as Purchase Agreements for fifty percent, i.e., 14 units of the apartments in the building have been signed . Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on loans. Such restrictions include requiring that a certain percentage (such as 35% or 50%) or a higher percentage due to the small size of the building of the apartments in a building be sold before the lender will consider making a loan. Thus it may be possible for a Purchaser to experience difficulty obtaining a loan or re-selling their unit in a building where the percentage of units purchased is lower than a lender's particular sales minimum. Further, even if a plan is to be declared effective with the minimum number of Purchasers, not all of the Purchasers may close.

21. Lenders may impose minimum sales requirements before granting a loan, even after a condominium is in effect. In such cases, it may be difficult for a Purchaser to resell an apartment if prospective buyers are unable to obtain a loan due to such minimum sales requirements.

22. In the event that Purchaser wishes to use a title company other than the one provided by Sponsor, Purchaser will have to pay a $300.00 fee to defray the expenses of Sponsor's title company. (See closing Costs and Adjustments, p. 39)

23. Unit Owners will be assessed and taxed on their Units and their share of the Common Elements, because, pursuant to Section 339-y of the Real Property Law, each Unit and its Common Interest is deemed to be a parcel for all types of assessment and taxation. Therefore, each Unit Owner will be responsible for initiating any review of his Unit's real estate tax assessment. In the event of any such review Sponsor will cooperate with the Unit owner. (See page 67, Real Estate Taxes)

24. If a Purchaser makes a Deposit in excess of $100,000 for the purchase of a unit, such Deposit will not be federally insured in excess of $100,000; and (ii) while the Deposit is in the non-interest bearing checking portion of the Master Escrow Account, the Deposit may not be fully federally insured even if the Deposit does not exceed $100,000. (See Procedure to Purchase, p. 28)

26. If Seller is unable to deliver title to the Unit to Purchaser in accordance with the provisions of the Plan, if Seller notifies Purchaser of such inability and if Purchaser is not

in default hereunder, Purchaser shall have the option to (a) take title to the Unit subject to such inability (without an abatement in, or credit against, the purchase price, or any claim or right of action against Seller for damages or otherwise) or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Seller shall, within 30 days after receipt of said termination notice, return to Purchaser all sums deposited hereunder, together with any income earned thereon, and upon making such payment, this Agreement shall be null and void and neither party shall have any further rights, obligations or liability with respect to the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan. The foregoing option must be exercised by notice of Purchaser in writing to seller within ten days after the giving of Seller's notice of refusal to cure such inability, failing which it shall be conclusively deemed that Purchaser elected the first option above to acquire title subject to such inability. This includes any failure of Sponsor to close because of damage resulting from a casualty or other cause which occurs before a closing of a unit.

27. In the event of any default by Purchaser under his Purchase Agreement which Purchaser does not cure within 30 days after Sponsor gives written notice of same. Sponsor may cancel the Purchase Agreement and retain the downpayment made by Purchaser as liquidated damages provided Sponsor first makes a written demand for payment after the default and is at least thirty (30) days before forfeiture of the deposit may be declared.

Further, Sponsor may retain additional monies paid for special work ordered by the Purchaser as well as monies necessary to restore the Unit to its condition prior to such special work being performed.

28. Since the building is presently under construction, prospective Purchasers will be required to execute binding purchase agreement without having an opportunity to inspect the unit prior thereto, unless the building has been completed at such time. Prior to occupancy, Purchasers will have an opportunity to inspect the premises. Construction is expected to be completed by March 25, 2005.

29. In the event of any default by Purchaser under his Purchase Agreement, and if Purchaser does not cure such default within thirty (30) days after Sponsor gives written notice too the Purchaser of default, Sponsor may, at its option, either (a) cancel such Purchaser Agreement and retain the downpayment made by Purchaser, together with any interest earned thereon, as liquidated damages, in which event all rights, obligations and liabilities of Sponsor and Purchaser shall wholly cease and terminate or (b) bring an action against Purchaser for specific performance. In addition, Sponsor shall also be entitle to retain (i) any amount spent by Sponsor for special work requested by Purchaser and (ii) the reasonable cost to restore the Unit to its condition prior to such special work being performed. A Purchaser will receive at least thirty (30) days' prior notice of the originally scheduled Closing Date unless Sponsor permits Purchaser to waive this thirty (30) day provision and, in the event Purchaser fails to close on the designated date, then Purchaser will have a thirty (30) day period after notice within which to cure, time being of the essence, such default, following which Sponsor shall have the remedies set forth above.

30. There will be nineteen (19) parking spaces, each with its percentage of] common elements. They will not be assigned to a particular residential unit unless the parking space

is purchased by a unit owner in which event the parking space shall be allocated to the purchased unit. They may be offered for sale or rent at the sole discretion of the Sponsor. If a Unit Purchaser elects to purchase a parking space, the price of his Unit will be increased and the percentage of common interest allocated to such Unit will be increased by the percentage of common interest, both as set forth in Schedule A. The Sponsor will have the right to allocate more than one (1) unsold parking space to one (1) unsold unit.

31. Although Sponsor intends on selling all the residential Units and parking spaces it expects to rent the community facility In addition Sponsor has reserved the right to rent or lease any Residential Unit prior to closing the sale thereof to either the Purchaser thereof or any party if in its sole determination the market is such that the Sponsor can not obtain purchase price(s) at least equal to 90% of the offering price.

Accordingly residents of the Condominium may be comprised of Unit Owners and/or tenants leasing from Sponsor or Unit owners. In addition, a Purchaser may be acquiring a Unit that has been previously occupied, but such Unit will be delivered at closing free and clear of all leases and tenancies except as may otherwise be agreed to in writing by the parties. Any lease for a Residential Unit entered into with a Purchase will provide, however, among other things, that an uncured default by the Purchaser under the Purchase Agreement with Respect to the Unit which is subject of the lease will constitute a default under the lease entitling Sponsor, at its sole option, to terminate such lease in accordance with applicable law. In addition, each Purchase Agreement may provide that an uncured default by the Purchaser under any lease with respect to the Unit which is subject of the Purchase Agreement will constitute a default under the Purchase Agreement entitling Sponsor, at its sole option to terminate such Purchase Agreement and to exercise any remedies therein provided.

Purchasers or any persons entering into a Use and Occupancy Agreement for a Residential Unit shall be required to pay a sum of $500.00 (subject to increase) to Sponsor's counsel for legal fees in connection therewith upon execution of the Use and Occupancy Agreement. All other charges or other fees due under a Use and Occupancy Agreement shall be adjusted as of the Closing to the Unit. Notwithstanding any of the foregoing, Sponsor shall be under no obligation to enter into any use and Occupancy Agreement.

32. The sponsor will not provide a washing machine or dryer with the purchase of a Condominium Unit.

33. There are units which have individual terraces and Units which have individual roof decks. There is no roof deck at the terrace(s). There is access to a common area roof deck from the fifth floor.

34. The Purchaser of the handicapped parking space must make the space available to a handicapped tenant of the building at the market rent in compliance with RS 4.6 of the New York City Building Code. Under such circumstances the Purchaser of the handicapped space may not have the space available to them unless the Purchaser themself is handicapped.

(See the Section entitled "Rights and Obligations of Sponsor")

INTRODUCTION

355 Realty Associates LLC, 2390 McDonald Avenue, Brooklyn, New York 11223 presents this Offering Plan ("Plan") for the establishment of condominium ownership of the property situated on 355 Kings Highway between West 4th Street and West 3rd Street in the Borough of Brooklyn, Kings County, New York and the building being constructed thereon and the appurtenances thereto. The building will be a condominium governed by its own Board of Managers. The approximate land area of the property is the following:

355 Kings Highway - 10,327 square feet

The Condominium will be known as 355 KINGS HIGHWAY CONDOMINIUM.

The Plan is presented in two parts (in one volume) which together constitute the entire Plan. Part I sets forth a general description of the Plan and Part II contains the basic documents necessary to create the Condominium and otherwise effectuate the provisions of the Plan. Also included in Part II is a detailed physical description of the property which will be included in the condominium, legal opinions and certifications as to certain matters discussed in the Plan. All of these documents are important and should be carefully read by a prospective purchaser. PURCHASERS ARE ALSO ADVISED TO CONSULT WITH THEIR OWN ATTORNEYS OR OTHER ADVISORS AND PROVIDE THEM WITH A COPY OF THIS PLAN BEFORE AGREEING TO PURCHASE.

The Condominium

The 355 KINGS HIGHWAY CONDOMINIUM is located on 355 Kings Highway between West 4th Street and West 3rd Street in the Borough of Brooklyn, New York. The buildings will occupy lot 33 of tax block 6653. The total site consists of 10,327 square feet as described above. The Condominium will consist of one brick and masonry building, with (28) residential Units, located on the second, third, forth, fifth and sixth floors. A Community facility on the first floor and 19 parking spaces at the cellar floor level.

Features of Condominium Ownership

The ownership of a Unit is similar in many respects to the ownership of any building. Each Unit Owner owns fee title to his Unit and is entitled to the exclusive possession thereof. He also owns, in common with the owners of all other Units, an undivided fee interest in both General and Limited Commons Elements which, as more particularly set forth herein and in the Declaration, include all parts of the Property other than the Units themselves, such as the land and the roofs, foundations and supports of the Building. Each unit owner is obligated to comply with the declaration, by-laws, rules and regulations, and any other requirements of the Board of Managers.

The Board of Managers, which has the authority to manage the Condominium, consists of members chosen by the unit owners in elections in which all unit owners have the right to participate.

Subject to certain conditions contained in the Bylaws, each Unit Owner may normally mortgage his Unit or not, as he sees fit, with such lender and in such amount as he chooses. There are no restrictions on the resale or lease of a unit by a unit owner, provided that all outstanding common charges have been paid and that the appurtenant elements of a unit are conveyed together with it (See By-laws, secs. 7.1 and 7.7).

The Board of Managers of the Condominium (hereinafter more particularly described) will assess against each Unit Owner, in proportion to his respective interests in the Common Elements, charges (hereinafter called Common Charges) for the maintenance of the Common Elements and for the operating costs of the Condominium (hereinafter called Common Expenses). These must be paid in accordance with the New York Condominium Act, Sections 339(i) and (m).

In addition to the payment of Common Charges, each Unit Owner will be responsible for the payment of the real estate taxes which will be separately assessed against his Unit and charges for electricity and gas consumed in his Unit. Water charges and sewer rents, unless separately assessed to Unit Owners by the City of New York, with respect to the Common Elements will be paid by the Board of Managers and will be included in the Common Charges. See "Schedule B - Projected Budget for First Year of Condominium Operation" page 20, for a more detailed discussion of Common Charges and "Rights and Obligations of Unit Owners" at page 59. Each unit owner will also be responsible for maintenance of, and repairs to, his/her unit, and will have to provide for his/her own casualty and liability insurance with respect to the interior portion of each unit. Insurance for the common portions of the condominium will be the responsibility of the Board of Managers.

A Unit Owner may decorate the interior of the Unit in any way that he desires, subject to compliance with the By-laws (and any Rules and Regulations made in accordance therewith), and will be solely responsible for the cost of maintenance and interior repairs and for casualty and liability insurance for the Unit after closing. The Unit will be taxed as a separate tax lot for real estate purposes, and it will not be responsible for the payments of, nor will the Unit be subject to, any lien arising from the non-payment of taxes on other Units.

The statute concerning condominiums in effect in the State of New York pursuant to which the Condominium will be organized is Article 9-B of the Real Property Law of the State of New York, as amended, commonly known as and hereinafter called the New York "Condominium Act". The Property will be submitted to the provisions of the Condominium Act by the Sponsor's recording the Declaration of Condominium, the Bylaws and a Declaration of Easements, Covenants and Restrictions in the Office of the City Register, New York County, at the time the Plan is declared effective. From and after the date of recording the Declaration and Bylaws, the Sponsor will be the owner of all Units until they are sold and conveyed to Purchaser(s) thereof.

The Plan, including all Schedules and Parts of the Exhibits, constitutes the entire offer by the Sponsor. In accordance with Section 352-e (9) of the General Business Law, copies of

this Plan and Parts of the exhibits referred to herein will be available for six years from the date of the first closing at the office of the Sponsor or at another designated place for inspection without charge and copying at a reasonable charge by actual and prospective purchasers of Units offered by this Plan or by those who have participated in the offering of such Units. The Plan may be amended from time to time upon filing an amendment with the New York State Department of Law and service of such an amendment upon Purchasers and Unit Owners. A copy of the plan will be available for inspection at the offices of the New York State Department of Law. Sponsor shall deliver to the Board of Managers a copy of all documents filed with the appropriate recording office at the time of closing of the first unit.

The prices for the Units offered for sale under this Plan are listed in Schedule A entitled "Prices of Units" which is set forth on page 17 of this Plan. Such prices have been set by the Sponsor alone, and are not subject to review or approval by any governmental agency.

The estimated Common Charges for each Unit for the first year of operation of the Property as a condominium are also set forth in Schedule A. THESE PRICES HAVE BEEN SET BY THE SPONSOR BUT ARE NOT SUBJECT TO APPROVAL BY THE DEPARTMENT OF LAW OF THE STATE OF NEW YORK OR ANY OTHER GOVERNMENTAL AGENCY.

The land which will constitute Condominium Land is presently owned by 355 Realty Associates LLC, who acquired title by deed from Cygler Kings Highway Family LP by deed dated September 27, 2002 The Sponsor will obtain a policy from a title insurance company insuring the Sponsor's title to the land. The property is presently unencumbered by any mortgage . Each unit conveyed by the Sponsor will be delivered free and clear of all liens. Title to the Property will be insurable, free and clear of all exceptions to title other than the exceptions set forth in the Purchase Agreement, contained in Exhibit B to Part II of the Plan. These exceptions are standard exceptions to title which appear in the printed forms of contracts for the sale of real estate and in the printed forms of title insurance policies and will not render title unmarketable.

In order to permit residents of the Condominium access to and enjoyment of those portions of the Common Elements which will serve as a public common area for Unit Owners, the Sponsor will, prior to conveying the first Unit, record a declaration of easements, covenants and restrictions, substantially in the form set forth in Part II of this Plan.

The Sponsor has not knowingly omitted any material facts and this Plan does not contain any untrue statement of any material fact. The documents reprinted in Part II are exact copies of the originals.

The Common Elements refer to the Land and all parts of the Building other than the Units, including the foundations, roofs and supports of the Building and all areas or facilities therein for the common use of the Units and the Unit Owners.

Those Common Elements which serve or benefit a single Unit are referred to as Limited Common Elements.

THE PURCHASE OF A CONDOMINIUM UNIT HAS MANY SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES. THE ATTORNEY GENERAL STRONGLY URGES YOU TO READ THIS OFFERING PLAN CAREFULLY AND TO CONSULT WITH AN ATTORNEY BEFORE SIGNING A PURCHASE AGREEMENT.

DESCRIPTION OF THE PROPERTY & IMPROVEMENTS

These outline specifications are intended to outline generally the nature of the work, materials and equipment and to indicate the character of the Building, but shall not be interpreted as enlarging in any manner, directly or by reference, the obligations or liability of the Sponsor as set forth in this Plan. A more detailed description and three dimensional floor plans are set forth in the "Description of Property and Specifications," in Part II of the Plan

The condominium building is to be located on 355 Kings Highway, running from West 4th Street in Brooklyn, New York. It is located in an area which is partly zoned R6, which permits buildings of this nature. The structure will be under plans approved by the New York City Building Department under application # 301504316 (Brooklyn office). When completed to the satisfaction of the Department of Buildings, each building will receive a certificate of occupancy .

The streets beyond the lot lines are New York City sidewalks, curbs and roadways. The roadways are asphalt paving. Catch basins are located in the street to catch the storm run-off into New York City Sewer System. The streets are lighted by the City with mercury arc lamps.

Water is provided by the City of New York. Each building will have a water meter and will be billed for water consumption. Natural gas for cooking and heating will be provided by Keyspan . Each unit will be separately metered and billed. Telephone service will be provided by Verizon . Electricity will be provided by the Consolidated Edison Co. Each unit will metered and billed separately. Storm water will be carried into the New York Sewer System as will the entire sanitary waste from each building separately.

Building:

The building will consist of 28 residential units, 1 community facility and 19 car parking area. Each unit will be separately heated by a gas fired boiler and hot water heater located in the cellar of each building. These units will be provided by the Sponsor. The community facility unit shall be heated by a forced air system which combines heating and air conditioning and will receive hot water from a separate gas fired hot water heater. The heating, cooling and hot water units for the facility unit will be installed by the unit owner.

Occupancy and Unit Information:

Unit#	Description
1	Community facility space

Second floor:

One bedroom unit - consisting of living\dining room, kitchenette, (1) bathroom and (1) bedroom.
Two bedroom unit - consisting of living\dining room, kitchenette, (2) bathrooms and (2) bedrooms
Two bedroom duplex unit - consisting of living\dining room, kitchenette, (2 ½) bathrooms and (2) bedrooms.

Three bedroom unit - consisting of living/dining room, kitchenette, (2) bathrooms and (3) bedrooms.

Third & Fourth floors:
One bedroom unit - consisting of living\dining room, kitchenette, bathroom and bedroom.
Two bedroom unit - consisting of living\dining room, kitchenette, (2) bathrooms and (2) bedrooms.
Two bedroom duplex unit - consisting of living\dining room, kitchenette, (2) bathrooms and (2) bedrooms.
Three bedroom unit - consisting of living\dining room, kitchenette, (2) bathrooms and (3) bedrooms.

Fifth floor:
Two bedroom unit - consisting of living\dining room, kitchenette, (2) bathrooms and (2) bedrooms.
Two bedroom duplex unit - consisting of living\dining room, kitchenette, (2) bathrooms and (2) bedrooms.
Three bedroom unit - consisting of living\dining room, kitchenette, (2) bathrooms and (3) bedrooms.
Three bedroom duplex unit - consisting of living\dining room, kitchenette, (2.5) bathrooms and (3) bedrooms.

Additional details regarding the buildings and other data regarding the Units may be found in Exhibit A, of this plan, entitled "Description of Property and Specifications", which includes an architect's report describing the property.

All references in this Plan to "Plans and Specifications" shall mean the aforesaid plans and specifications for the Buildings prepared by the Sponsor's Architects and Engineers as the same may have, from time to time, been amended or changed, or may, from time to time, hereafter be amended or changed in accordance with the provisions of this paragraph.

The Units comply with all applicable rules, regulations, laws and other requirements of all governmental authorities having jurisdiction thereof, including those zoning and construction. The Plans and Specifications will be available for inspection at the Sponsor's office on the Property.

A "Unit" as hereinafter referred to shall be defined as follows:

Each unit shall consist of the area enclosed horizontally by the unexposed side of the dry walls of the exterior walls of the building and by the unexposed sides of the dry walls of the exposed facr of the concrete of those walls and partitions which separate the unit from the corridors, stairs, mechanical equipment spaces of other units, and enclosed vertically by the underside of the unit's finished flooring and the exposed painted face of thre concrete ceiling or the unexposed side of the unit's drywall ceiling where applicable. The doors and windows which

open from the unit shall be deemed part of the unit. No unit owner shall be deemed to own the supporting columns, pipes, wires, conduits or other public lines running through the unit which are utilized for or serve more than one unit.

The property as constructed is in accordance with all applicable zoning and building laws, regulations, codes, and other government requirements.

Parking Spaces:

The site accommodates 19 parking spaces in the cellar. The area is accessed via an entrance on West 4th Street.

Recreational Facilities:

There will be a 1,043 square foot room on the fifth floor which has access to a roof terrace.

The building occupies the entire lot. There are no yards or courts.

Additional Information:

Sponsor will provide: a gas range, refrigerator and dishwasher for each unit.

Construction Data:

Construction of the units has commenced and completion and closing of title to the first units are expected to commence in March 25, 2004 barring any strikes, material shortages, acts of God or other unforeseen delays beyond the control of the Sponsor.

The Common Elements refer to the Land and all parts of the Building other than the Units, including the foundations, roofs and supports of the Building and all areas or facilities therein for the common use of the Units and the Unit Owners. Those Common Elements which serve or benefit a single Unit are referred to as Limited Common Elements.

LOCATION AND AREA INFORMATION

The Condominium is being constructed on land which is situated on the West side of 355 Kings Highway, between West 4th Street and West 3rd Street, Brooklyn. The Building will be a structure consisting of a cellar floor and 6 stories of habitable spaces The building will contain 28 units, 1 community facility unit and 19 car parking area.

The Condominium is located in the Flatbush community of Brooklyn. The community is well served by public transportation, including the New York subway system ("F" line), several municipal bus routes and several express bus routes. There are public and parochial schools in the area and public elementary and high schools. There are numerous houses of worship in the community. There is a police station and a fire station, as well as branches of the New York Public Library. There are a number of hospitals and clinics in and very close to the

community, including Coney Island Hospital. Numerous small stores are located on Kings Highway . There are numerous restaurants in the neighborhood. Police, fire, water, sanitation, snow removal and road maintenance services are provided by the City of New York. The land is zoned R6.

An R6 is designated to provide for all types of residential buildings in order to permit a broad range of housing types with appropriate standards for each district on density, open space, and spacing of buildings. The R6 district is mapped in relation to a desirable future residential density pattern, with emphasis on accessibility to transportation facilities and to various community facilities and upon character of existing development. These districts also include community facilities and open uses which serve the residents of these districts or are benefitted by a residential environmental.

COMMUNITY FACILITY UNIT

The condominium will contain a Community Facility Unit which may be used for any lawful purpose and which, in the reasonable judgment of the Unit Owner, are not incompatible with the quality and type of residential use of the residential units. However, they are not available for use as commercial units. Rather it is intended that they be used as adjuncts to the residential character of the premises (for example a doctor's or a dentist's office). These facilities are defined in the Residence District Regulations for New York City as facilities which: a) can be located in residential areas, b) which can perform their function better in residential areas, and c) which do not create significant objectionable influences in residential areas. The permitted uses include, Church, clubs, community centers and medical offices. There is no restriction on the sale of property, or the lease thereof for any such permitted use.

355 KINGS HIGHWAY CONDOMINIUM
355 Kings Highway
Brooklyn, New York

YEAR BEGINNING MARCH 25, 2005

SCHEDULE A - OFFERING PRICES OF UNITS AND RELATED INFORMATION

UNIT IDENTIFICATION	RENTABLE AREA (IN SQUARE FEET) (1)	INITIAL OFFERING PRICE (1)	PERCENTAGE OF COMMON INTEREST (2)	PROJECTED MONTHLY COMMON CHARGES (3)	PROJECTED MONTHLY REAL ESTATE TAXES WITH ABATEMENT (4)	ESTIMATE OF ANNUAL REAL ESTATE TAXES WITH SECTION 421A BENEFITS (4)	PROJECTED MONTHLY REAL ESTATE TAXES IF NO ABATEMENT (4)	ESTIMATE OF ANNUAL REAL ESTATE TAXES WITHOUT SECTION 421A BENEFITS (4)	PROJECTED TOTAL MONTHLY CARRYING CHARGES WITH SECTION 421A BENEFITS (5)	TOTAL ESTIMATE OF MONTHLY CARRYING CHARGES WITHOUT SECTION 421A BENEFITS (5)
Community Facility	10,327	$3,000,000.00	0.10221	**$902.86**	$159.23	$1,910.76	$4,497.24	$53,966.88	**$1,062.09**	**$5,400.10**
2A, 2 bedroom apartment with terrace, 2 bathrooms	1,145	$441,000.00	0.03059	**$270.21**	$47.65	$571.80	$1,345.96	$16,151.52	**$317.86**	**$1,616.17**
2B, 2 bedroom apartment with terrace, 2 bathrooms	998	$385,000.00	0.0266	**$234.96**	$41.44	$497.28	$1,170.40	$14,044.8	**$276.40**	**$1,405.36**
2C, 1 bedroom apartment, 1 bathroom	682	$275,000.00	0.0182	**$160.76**	$28.35	$340.20	$800.80	$9,609.6	**$189.11**	**$961.56**
2D, 3 bedroom apartment . 2 bathrooms	1,1850	$456,000.00	0.0316	**$279.13**	$49.22	$590.64	$1,390.40	$16,684.80	**$328.35**	**$1,669.53**

2E, 2 bedroom (duplex) apartment . 2 bathrooms	1,107	$388,000.00	0.0295	**$260.58**	$45.96	$551.52	$1,298.00	$15,576.00	**$306.54**	**$1,558.58**
2F, 2 bedroom apartment , 2 bathrooms	1,094	$383,000.00	0.0292	**$257.93**	$45.49	$545.88	$1,284.80	$15,417.60	**$303.42**	**$1,542.73**
2G, 2 bedroom apartment with terrace, 2 bathrooms	1,094	$421,000.00	0.0292	**$257.93**	$45.49	$545.88	$1,284.80	$15,417.60	**$303.42**	**$1,542.73**
2H, 1 bedroom apartment with terrace, 1 bathroom	756	$291,000.00	0.0202	**$178.43**	$31.47	$377.64	$888.80	$10,665.60	**$209.90**	**$1,067.23**
3A, 2 bedroom apartment with balcony, 2 bathrooms	1,145	$441,000.00	0.0305	**$269.41**	$47.51	$570.12	$1,342.00	$16,104.00	**$316.92**	**$1,611.41**
3B, 2 bedroom apartment with balcony, 2 bathrooms	998	$385,000.00	0.0266	**$234.96**	$41.44	$497.28	#$1,170.40	$14,044.80	**276.40**	**$1,405.36**
3C, 3 bedroom apartment . 3 bathrooms	1,374	$505,000.00	0.0367	**$324.18**	$57.17	$686.04	$1,614.80	$19,377.60	**$381.35**	**1,938.98**
3D, 3 bedroom apartment with balcony, 2 full bathrooms	1,185	$456,000.00	0.0316	**$279.13**	$49.23	$590.76	$1,390.40	$16,684.80	**$328.36**	**$1,669.53**
3E, 2 bedroom (duplex) apartment , 2 bathrooms	1,227	$451,000.00	0.0327	**$288.85**	$50.94	$611.28	$1,438.80	$17,265.60	**$339.79**	**$1,727.65**
3F, 2 bedroom apartment . 2 bathrooms	1,094	$403,000.00	0.0292	**$257.93**	$45.49	$545.88	$1,284.8	$15,417.60	**$303.42**	**$1,542.73**

3G, 2 bedroom apartment with balcony, 2 bathrooms	1,094	$421,000.00	0.0292	**$257.93**	$45.49	$545.88	$1,284.80	$15,417.60	**$303.42**	**$1,542.73**
3H, 1 bedroom apartment, 1 bathrooms	756	$318,000.00	0.0202	**$178.43**	$31.47	$377.64	$888.80	$10,665.60	**$209.90**	**$1,067.23**
4A, 2 bedroom apartment with terrace, 2 bathrooms	1,136	$458,000.00	0.0303	**$267.65**	$47.20	$566.40	$1,333.20	$15,998.40	**$314.85**	**$1,600.85**
4B, 2 bedroom apartment with terrace, 2 bathrooms	998	$402,000.00	0.0266	**$234.96**	$41.44	$497.28	$1,170.40	$14,044.80	**$276.40**	**$1,405.36**
4D, 3 bedroom apartment with balcony. 2 bathrooms	1,179	$465,000.00	0.0315	**$278.25**	$49.07	$588.84	$1,386.00	$16,632.00	**$327.32**	**$1,664.25**
4F, 3 bedroom (duplex) apartment , 2 bathrooms	1,684	$709,000.00	0.0450	**$397.50**	$70.10	$841.20	$1,980.00	$23,760.00	**$467.60**	**$2,377.50**
4G, 2 bedroom apartment with terrace, 2 bathrooms	1,099	$442,000.00	0.0293	**$258.81**	$45.64	$547.68	$1,289.20	$15,470.40	**$304.45**	**$1,548.01**
4H, 1 bedroom apartment . 1 bathroom	757	$345,000.00	0.0202	**$178.43**	$31.47	$377.64	$888.80	$10,665.60	**$209.90**	**$1,067.23**
5A, 2 bedroom apartment with balcony, 2 bathrooms	1,136	$468,000.00	0.0303	**$267.65**	$47.20	$566.40	$1,333.20	$15,998.40	**$314.85**	**$1,600.85**
5B, 3 bedroom apartment with balcony, 3 bathrooms	1,306	$549,000.00	0.0349	**$308.28**	$54.37	$652.44	$1,535.60	$18427.20	**$362.65**	**$1,843.88**

5C, 2 bedroom apartment with terrace, 2 bathrooms	1,056	$444,000.00	0.0282	**$249.10**	$43.93	$527.16	$1,240.80	$14,889.60	**$293.03**	**$1,489.90**
5D, 3 bedroom apartment with balcony, 2 bathrooms	1,180	$485,000.00	0.0315	**$278.25**	$49.07	$588.84	$1,386.00	$16.632.00	**$327.32**	**$1,664.25**
5E, 3 bedroom (duplex) apartment with terrace , 2 full bathrooms and ½ bathroom	1,629	$685,000.00	0.0435	**$384.25**	$67.77	$813.24	1,914.00	$22,968.00	**$452.02**	**$2,298.25**
5G, 3 bedroom (duplex) apartment with terrace , 2 full bathrooms and ½ bathroom	1,712	$720,000.00	0.0457	**$403.68**	$71.19	$854.28	$2,010.80	$24,129.60	**$474.87**	**$2,414.48**
Parking Space 1	153	$20,000.00	0.0026	**$22.96**	$4.05	$48.60	$114.40	$1,372.80	**$27.01**	**$137.36**
Parking Space 2	153	$20,000.00	0.0026	**$22.96**	$4.05	$48.60	$114.40	$1,372.80	**$27.01**	**$137.36**
Parking Space 3	153	$20,000.00	0.0026	**$22.96**	$4.05	$48.60	$114.40	$1,372.80	**$27.01**	**$137.36**
Parking Space 4	153	$20,000.00	0.0026	**$22.96**	$4.05	$48.60	$114.40	$1,372.80	**$27.01**	**$137.36**
Parking Space 5	153	$20,000.00	0.0026	**$22.96**	$4.05	$48.60	$114.40	$1,372.80	**$27.01**	**$137.36**
Parking Space 6	153	$20,000.00	0.0026	**$22.96**	$4.05	$48.60	$114.40	$1,372.80	**$27.01**	**$137.36**
Parking Space 7	153	$20,000.00	0.0026	**$22.96**	$4.05	$48.60	$114.40	$1,372.80	**$27.01**	**$137.36**
Parking Space 8	153	$20,000.00	0.0026	**$22.96**	$4.05	$48.60	$114.40	$1,372.80	**$27.01**	**$137.36**
Parking Space 9	153	$20,000.00	0.0026	**$22.96**	$4.05	$48.60	$114.40	$1,372.80	**$27.01**	**$137.36**
Parking Space 10	153	$20,000.00	0.0026	**$22.96**	$4.05	$48.60	$114.40	$1,372.80	**$27.01**	**$137.36**
Parking Space 11	153	$20,000.00	0.0026	**$22.96**	$4.05	$48.60	$114.40	$1,372.80	**$27.01**	**$137.36**
Parking Space 12	153	$20,000.00	0.0026	**$22.96**	$4.05	$48.60	$114.40	$1,372.80	**$27.01**	**$137.36**
Parking Space 13	153	$20,000.00	0.0026	**$22.96**	$4.05	$48.60	$114.40	$1,372.80	**$27.01**	**$137.36**
Parking Space 14	153	$20,000.00	0.0026	**$22.96**	$4.05	$48.60	$114.40	$1,372.80	**$27.01**	**$137.36**

Parking Space 15	153	$20,000.00	0.0026	**$22.96**	$4.05	$48.60	$114.40	$1,372.80	**$27.01**	**$137.36**
Parking Space 16	153	$20,000.00	0.0026	**$22.96**	$4.05	$48.60	$114.40	$1,372.80	**$27.01**	**$137.36**
Parking Space 17	153	$20,000.00	0.0026	**$22.96**	$4.05	$48.60	$114.40	$1,372.80	**$27.01**	**$137.36**
Parking Space 18	153	$20,000.00	0.0026	**$22.96**	$4.05	$48.60	$114.40	$1,372.80	**$27.01**	**$137.36**
Parking Space 19	153	$20,000.00	0.0026	**$22.96**	$4.05	$48.60	$114.40	$1,372.80	**$27.01**	**$137.36**
TOTAL	45,040	$15,972,000.00	100.00	**$8,836.66**	$1,558.44	$18,701.28	$44,017.60	$528,211.20	**$10,395.10**	**$52,854.26**

NOTE: Since no mortgage financing is offered by Sponsor, the only tax deductible item is monthly real estate taxes. If a purchaser obtains a mortgage loan, interest on such a loan is deductible under current law. Any mortgage payments will, of course, add to the monthly expense for any unit owner.

FOOTNOTES TO SCHEDULE A

1. No change in the sales price will be made other than pursuant to a duly filed amendment, except that the Sponsor reserves the right to decrease the sales prices below the Offering Plan prices without filing an amendment to the Plan at any time during the Offering where a reduction in sales price does not constitute a general offering but is rather the result of an individually negotiated Unit purchase. See page 39 as to other terms of the offering which are negotiable. See page 39 for estimated closing costs and adjustments, which costs are in addition to the sale prices set forth herein. Approximate square footage is also provided in Schedule A. see floor plans in Part II of the Plan for details of different types of rooms in each model.

2. Percentage of common interest has been calculated in accordance with Section 339(i)(I)(iv) of the Real Property Law on the basis of floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit.

3. Common charges have been estimated by the Sponsor and include fire and liability insurance for the Units and common elements, maintenance and operation of the common elements. Common charges exclude repair and decoration to the inside of a Residential Unit, utilities for each Residential Unit and insurance for personal belongings. See Schedule B-1 for estimated heating and electrical costs for each Residential Unit.

4. The Sponsor is in the process of submitting an application to the New York City Department of Housing Preservation and Development ("HPD") for a Certificate of Eligibility for partial real estate tax exemption benefits under Section 421-a of the New York Real Property Tax Law. Wallace Prince has issued an opinion letter to Sponsor indicating that the Residential Units may be eligible to receive these benefits based on certain assumptions and conditions set forth therein. This opinion letter is reproduced at page 69.

Schedule A reflects the estimated taxes for the Residential Units assuming taxes with the 421A tax abatement as well as the estimated taxes without the 421A tax abatement. Reference should be made to the Section entitled "Real Estate Taxes" at page 79 for a full discussion of the effects of 421A benefits upon the real estate taxes payable by Unit Owners.

No warranty is made as to whether a Final Certificate of Eligibility will be issued by HPD for 421A tax benefits or as to the amount of any tax exemption or tax abatement that will actually be received. In addition, no warranty is made that the actual assessed valuation or the assessed valuation for the Property if 421A benefits are granted will be as projected herein, that the projected tax rate will be in effect for all or any portion of the Property during the first year of Condominium operation, or that real estate taxes will be allocated among Units in proportion to their appurtenant Common Interest. In no event will Sponsor, Sponsor's Counsel, Sponsor's Consultant or any offeror hereunder be liable to any purchaser under this Plan, nor will any purchaser have the right to rescind his Purchase Agreement, in the event 421A benefits are not granted or, if granted, in the event the amount of such exemption and the resulting taxes differ from those projected.

After the condominium is divided into individual tax lots, each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will not be responsible for the payment of, nor will the Unit be subject to, any lien arising from the nonpayment of taxes on other Units. In addition, pursuant to the provisions of the Internal Revenue Code of 1986, the real estate taxes payable by a Residential Unit Owner which are assessed against his Residential Unit by any governmental taxing authority, are a proper deduction in connection with Federal, State and City Income Taxes payable by such Unit Owner.

The projected taxes are calculated by the following formula:

		AV	x	Rate	=	Taxes
Community facility unit		$15,923.00		12		$1910.76
1)	Unit 2A	$ 4,765.00		12		$ 571.80
2)	Unit 2B	$ 4,144.00		12		$ 497.28
3)	Unit 2C	$ 2,835.00		12		$ 340.20
4)	Unit 2D	$ 4,922.00		12		$ 590.64
5)	Unit 2E	$ 4,596.00		12		$ 551.52
6)	Unit 2F	$ 4,549.00		12		$ 545.88
7)	Unit 2G	$ 4,549.00		12		$ 545.88
8)	Unit 2H	$ 3,147.00		12		$ 377.64
9)	Unit 3A	$ 4,751.00		12		$ 570.12
10)	Unit 3B	$ 4,144.00		12		$ 497.28
11)	Unit 3C	$ 5,717.00		12		$ 686.04
12)	Unit 3D	$ 4,923.00		12		$ 590.76
13)	Unit 3E	$ 5,094.00		12		$ 611.28
14)	Unit 3F	$ 4,549.00		12		$ 545.88
15)	Unit 3G	$ 4,549.00		12		$ 545.88
16)	Unit 3H	$ 3,147.00		12		$ 377.64
17)	Unit 4A	$ 4,720.00		12		$ 566.40
18)	Unit 4B	$ 4,144.00		12		$ 497.28
19)	Unit 4D	$ 4,907.00		12		$ 588.84
20)	Unit 4F	$ 7,010.00		12		$ 841.20
21)	Unit 4G	$ 4,564.00		12		$ 547.68
22)	Unit 4H	$ 3,147.00		12		$ 377.64
23)	Unit 5A	$ 4,720.00		12		$ 566.40
24)	Unit 5B	$ 5,437.00		12		$ 652.44
25)	Unit 5C	$ 4,393.00		12		$ 527.16
26)	Unit 5D	$ 4,907.00		12		$ 588.84
27)	Unit 5E	$ 6,777.00		12		$ 813.24

28)	Unit 5G	$ 7,119.00	12	$ 854.28
29)	Unit PS1	$ 405.00	12	$ 48.60
30)	Unit PS2	$ 405.00	12	$ 48.60
31)	Unit PS3	$ 405.00	12	$ 48.60
32)	Unit PS4	$ 405.00	12	$ 48.60
33)	Unit PS5	$ 405.00	12	$ 48.60
34)	Unit PS6	$ 405.00	12	$ 48.60
35)	Unit PS7	$ 405.00	12	$ 48.60
36)	Unit PS8	$ 405.00	12	$ 48.60
37)	Unit PS9	$ 405.00	12	$ 48.60
38)	Unit PS10	$ 405.00	12	$ 48.60
39)	Unit PS11	$ 405.00	12	$ 48.60
40)	Unit PS12	$ 405.00	12	$ 48.60
41)	Unit PS13	$ 405.00	12	$ 48.60
42)	Unit PS14	$ 405.00	12	$ 48.60
43)	Unit PS 15	$ 405.00	12	$ 48.60
44)	Unit PS16	$ 405.00	12	$ 48.60
45)	Unit PS17	$ 405.00	12	$ 48.60
46)	Unit PS18	$ 405.00	12	$ 48.60
47)	Unit PS19	$ 405.00	12	$ 48.60

Expected date of completion March 25, 2005

No warranty is made that the actual assessed valuation will be as projected above, or that the projected tax rate will not change. In no event will Sponsor, Sponsor's Counsel, or any offeror hereunder be liable to any purchaser under this Plan, nor will any purchaser have the right to rescind his Purchase Agreement, in the event the actual taxes differ from those projected.

5. The Sponsor is not offering and has not procured mortgage financing. As a result, the projected monthly carrying charges for financing have not been included in Schedule A. In the event a Purchaser obtains a mortgage, his monthly carrying charges will increase. Any purchaser who applies for a mortgage from a lending institution should check with that institution as to the monthly mortgage costs as well as any closing costs that the Purchaser will be obligated to pay the lending institution.

In the event a Purchaser obtains a mortgage, the interest payable on the mortgage will be deductible for income tax purposes provided the Residential Unit will be the Purchaser's principal residence or one other residence selected pursuant to the Internal Revenue Code.

SCHEDULE B

355 KINGS HIGHWAY CONDOMINIUM
PROJECTED BUDGET FOR FIRST YEAR OF OPERATION
28 Residential Units 1 Community facility Unit and 19 Car Parking Spaces

Beginning March 25,2005

INCOME (1)

Common Charges	$106,000.00 (1)
Total Income	$106,000.00

EXPENSES

Labor	$ 0 (2)
Common Area Electric	$17,169.40 (3)
Common Area Gas	$ 3,941.40 (4)
Water and Sewer	$14,741.50 (5)
Repairs , Maintenance and Supplies	$ 1,500.00 (6)
Insurance	$41,000..00 (7)
Refuse Removal	$ 0 (8)
Management Fees	$25,200. 00 (9)
Accounting/Legal Fees	$ 1,500.00 (10)
Contingency	$ 947.70 (13)
Total Expenses	$106,000.00

*In the event the actual first budget year commences six (6) months or more after the date forecast above, Sponsor will amend the Plan to include a revised budget. See explanatory footnotes. If amended budget exceeds this budget by 25% or more, the Sponsor will offer all purchasers the right to rescind their purchase agreement and have their deposits returned and a reasonable period of time that is not less than fifteen (15) days after the date of presentation to exercise the right, with interest, if any.

FOOTNOTES TO SCHEDULE B

1. INCOME

These estimates of operating expenses and income have been made by the Sponsor based upon the operation of comparable developments in the immediate area.

2. LABOR

No estimates have been provided for labor. The Unit Owners will be responsible for performing all work required for the normal maintenance of the Condominium, such as cleaning the Common Elements. The lack of staffing complies with all applicable housing and labor laws. The Board of Managers shall be responsible for hiring any appropriate repair service and to ensure that such service will make any emergency repairs to the Common Elements. In the event the Board determines that labor is required in the future, common charges may be increased to cover the cost thereof.

3. COMMON AREA ELECTRIC

This item includes the cost of electricity supplied to the common elements. This budgeted figure is based upon an estimate dated August 2, 2004 made by Miro C. Stracar P.E., 14 Syosset Circle, Syosset, New York. The projected monthly consumption for the year is 8216 kilowatts. The projected rate is based on the Summer rates 15.5 cents/per kw for first 1250 kw and 16.1 cents per kw after, plus $35.00 per kw in demand and on the Winter rates 13.7 cents/per kw for first 2240 kw and13cents per kw after., plus $25.00 per kw in demand.

All Residential Units are separately metered for electricity and gas. Each Residential Unit Owner will pay the charges for all electricity and gas to his Unit, as and when billed, as measured by such separate meter, directly to the utility company servicing the Property. See Schedule B-1 and C for electricity and gas costs projected for individual Residential Unit Owners.

Since the Building is being newly constructed, it has no operative history. Thus, it is not possible to predict how closely the budgeted figure will reflect the actual expenses for electricity to be incurred during the first year of condominium operation, in part because such expenses will vary with the level of consumption and the cost of electricity. Electricity is generated by the utility company by means of fuel oil as a primary energy source. In view of the unpredictable production of petroleum and rate increases imposed from time to time by one or more members of the Organization of Petroleum Exporting Countries, it is likely that the cost of fuel used to generate electricity will increase in future years. As a result, it is likely that electric rates will increase, although it is not possible to forecast the amount or timing of such increase.

4. COMMON AREA GAS

This item includes the cost of gas usage supplied to the common elements. This budgeted figure is based upon an estimate dated August 2, 2004 made by Miro C. Stracar P.E., 14 Syosset Circle, Syosset, New York. The projected consumption for the year is 273 therms at a rate of .90 per cents per therm.

5. WATER AND SEWER

Based on an estimate dated August 2,2004 from Miro C. Stracar P.E., 14 Syosset Circle, Syosset,

New York. The water and sewer combined rate is $1.31/100 cubic feet. The assumption is based upon the assumption that each apartment will use 300 gallons of water per day. The projected water and sewer consumption will be 3,248,500 gallons of water.

6. REPAIRS, MAINTENANCE AND SUPPLIES

This estimate is based upon the previous experience of the Sponsor with buildings of a similar quality and nature. The estimate for repairs does not include repairs to, maintenance of, or supplies for individual Units and Limited Common Elements. Each Unit Owner is responsible for repairs to, maintenance of, supplies for his Unit and those Common Elements irrevocably restricted to his use. The estimate includes miscellaneous repairs to all Common Elements of the property which are not covered by subcontractor's guarantees as well as janitorial supplies. Repairs to those portions of the Common Elements which are for the irrevocable restricted use of certain Unit Owners shall be the responsibility of those Unit Owners, except that any repairs to the structure of such common elements shall be common expense. There are no common areas irrevocably restricted to particular apartments. For a discussion between the difference between common elements and limited common elements, see page 14 and 16 Description of the Property and Improvements.

7. INSURANCE

The insurance is based on an estimate dated September 16, 2003 from Ira S. Illowite Agency, 1509 Voorhies Avenue, Brooklyn, New York and includes the following coverage:

Description of Coverage: All risk condominium policy including fire, extended coverage, vandalism and malicious mischief- $1000 deductible.

Comprehensive liability including bodily injury and property damage - $1,000,000/occurrence, $1,000,000/general aggregate limit. No deductible.

Directors & Officers liability-$1,000,000/occurrence, $1,000,000/general aggregate limit.

Amounts of Insurance: $10,000.00 with replacement cost on 4 units.

Based upon the opinion of Ira S. Illowite Agency, 1509 Voorhies Avenue, Brooklyn, New York, the coverage amount limit stated above for casualty Insurance is based on full replacement value and shall be sufficient to avoid the effects of co-insurance. Excess liability coverage is not included and may be obtained at extra cost. The insurance policies shall provide that (i) each Unit Owner is an additional insured; (ii) there will be no cancellation without notice to the Condominium Board and Unit Owners; (iii) the right to subrogation against Unit Owners is waived; (iv) there shall be a waiver of invalidity because of the acts of the insured and unit owners, and (v) there shall be a waiver of pro rata reduction if the unit owners obtain additional coverage.

No coverage is provided for fire and casualty losses to the contents of each individual Unit, nor does the coverage take into account any future replacements or additions to either the Units or the fixtures and improvements contained therein. In addition, no liability coverage for an individual Unit Owner is included in the coverage provided above. Prospective purchasers should consult their attorney or insurance agent to determine the advisability of obtaining insurance for their own risk of liability and fire and casualty losses.

8. REFUSE REMOVAL

Refuse removal is provided by the Sanitation Department of the City of New York.

9. MANAGEMENT FEES

The condominium will be managed by Vision Property Management, having principal offices at 2390 McDonald Avenue, Brooklyn, New York 11223. The period of the initial Management Agreement shall be for one year(s) at an annual fee of $25,200.00 payable in equal monthly installments of $2,100.00.

10. ACCOUNTING

As this is new construction, it is not expected that a financial statement will be available for the first year of operation. Thereafter, in the event that the board determines that a yearly certified financial statement is necessary, the board will make the necessary arrangements. Based on an estimate from Zell & Ettinger CPA, 3001 Avenue M, Brooklyn, New York, dated September 5, 2003, the cost to compile financial statements and Internal Revenue Service Tax Form 1120 H - U.S. Income Tax.

11. LEGAL FEES

Based on an estimate from Victor Gartenstein, P.C., 3711 Shore Parkway, Brooklyn, New York 11235 dated January 22, 2004, for a reserve to be used by the Board of Managers elected by Unit Owners when consulting with an attorney of their selection to review contracts and collect delinquent common charges. The cost of litigation, if any, would be additional.

13. CONTINGENCY

This item is to provide a fund for possible expenses not included in the budget or possible increases in one or more items of operating expense above the amounts projected. The budget may be modified, from time-to-time, prior to the commencement of, or during, condominium operation to add new items of expenses or increase one or more items of operating expenses. The funds for such modifications may be provided by decreasing the contingency reserve or by decreasing one or more items of expense, or both. The contingency does not include a reserve for capital replacements or repairs, for which no provision is made under this budget. In view of the fact this Condominium is newly constructed, although Sponsor cannot make any guarantees, it is unlikely there will be any major capital improvements during the first five (5) years of Condominium operation. As a result, the contingency should be sufficient to pay for any necessary repairs or replacements to the common areas within the first five (5) years of operation.

IN THE OPINION OF BELLE HARBOR REALTY, REAL ESTATE BROKER AND CONSULTANT (SET FORTH IN "CERTIFICATION OF SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET," IN PART II OF THIS PLAN), THE PROJECTED RECEIPTS APPEAR REASONABLE AND ADEQUATE BASED ON PRESENT PRICES (ADJUSTED TO REFLECT CONTINUED INFLATION AND PRESENT LEVELS OF CONSUMPTION FOR COMPARABLE UNITS SIMILARLY SITUATED) TO MEET THE ESTIMATED EXPENSES FOR THEIR FIRST YEAR OF CONDOMINIUM OPERATION, ASSUMING SUCH FIRST YEAR TO BE THE YEAR COMMENCING MARCH 25, 2005 THE FOREGOING BUDGET, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A WARRANTY THAT THE ANNUAL COMMON CHARGES OR COMMON EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY BY THE CONDOMINIUM BOARD WILL BE AS SET FORTH IN THE SAID BUDGET. IT IS LIKELY THAT THE ACTUAL COMMON EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION WILL VARY FROM THE AMOUNTS SHOWN IN THE BUDGET.

SCHEDULE B-1

355 KINGS HIGHWAY CONDOMINIUM

355 KINGS HIGHWAY, BROOKLYN, NEW YORK

ESTIMATED ANNUAL COST OF
UTILITIES FOR EACH INDIVIDUAL UNIT
YEAR BEGINNING **MARCH 25, 2005**

UNIT	GAS COST	ELECTRIC COST
COMMUNITY FACILITY	$3,941.40	$16,515.90
2A	$1,067.80	$ 1,865.40
2B	$1,022.40	$ 1,701.10
2C	$ 886.40	$ 1,216.20
2D	$1,067.80	$ 1,865.40
2E	$1,067.80	$ 1,865.40
2F	$1,022.40	$ 1,701.10
2G	$1,022.40	$ 1,701.10
2H	$ 886.40	$ 1,216.20
3A	$1,067.80	$ 1,865.40
3B	$1,022.40	$ 1,701.10
3C	$1,181.20	$ 2,272.50
3D	$1,067.80	$ 1,865.40
3E	$1,067.80	$ 1,865.40
3F	$1,022.40	$ 1,701.10
3G	$1,022.40	$ 1,701.10
3H	$ 886.40	$ 1,216.20

4A	$1,067.80	$ 1,865.40
4B	$1,022.40	$ 1,701.10
4D	$1,067.80	$ 1,865.40
4F	$1,326.40	$ 2,790.30
4G	$1,022.40	$ 1,701.10
4H	$ 886.40	$ 1,216.20
5A	$1,067.80	$ 1,865.40
5B	$1,181.20	$ 2,272.50
5C	$1,022.40	$ 1,701.10
5D	$1,067.80	$ 1,865.40
5E	$1,326.40	$ 2,790.30
5G	$1,326.40	$ 2,790.30

(1) Based upon estimate of Miro C. Stracar, P.E., 14 Syosset Circle, Syosset, New York, dated August 2, 2004.

(2) Units use gas for cooking and heating and electricity for power, light and air conditioning.

Belle Harbor Realty
432 Beach 129th Street
Belle Harbor, New York 11694

355 Realty Associates LLC
2190 McDonald Avenue
Brooklyn, New York 11223

August 18, 2004

Attn: Michael Marino

Re: 355 KINGS HIGHWAY CONDOMINIUM
355 KINGS HIGHWAY, BROOKLYN, NEW YORK

Dear Mr. Marino:

You have requested our opinion as to whether the distribution of percentage of common interest, which has been assigned to each unit in the above-mentioned condominium, is proper in accordance with the terms of Real Property Law Section 339-i. My experience in this field includes the development and sale of six multiple unit projects such as this one, extending over the past ten years. I do not have a beneficial interest in this project. The following is my opinion:

Pursuant to Real Property Law Section 339-i (1) (i), it is appropriate to distribute the common elements "...in the approximate proportion that the fair value of the unit at the date of the declaration bears to the then aggregate fair value of all the units..."

In this case, the total square footage of all units amounts to 45,040 square feet. Percentages of the common elements are assigned to each unit accordingly. (See Schedule A) There are also no substantially exclusive advantages enjoyed by one or more units in a part or parts of the Common Elements.

It is clear, therefore, on the basis of the above statutory and factual considerations that the percentage of common interest assigned to each unit in Schedule A is in accordance with the Law.
Sincerely,

Belle Harbor Realty

By: Annette Farina
Annette Farina

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CHANGES IN PRICES OF UNITS

The prices set forth in Schedule A herein may only be changed by a duly filed amendment to the Plan when a change in prices is an across the board change affecting one or more lines of Unit or when the price is to be advertised or is a price increase for an individual purchaser. Sponsor, nevertheless, may enter into any agreements with any prospective purchaser to sell one or more Units at prices lower than those set forth in Schedule A.

No material adverse changes will be made in the size and number of Units, their respective percentage of Common Interest or the amount or quality of the Common Element except by duly filed amendments to the Plan and to the Declaration of Condominium. Such amendments will be made only with the consents of all Units Owners or purchasers directly affected by such changes, if the Declaration of Condominium was filed prior to the effective date of such change.a

Unless the purchaser consents, no changes will be made in the Units' size, layout, percentage of Common Interest or in the amount or quality of Common Elements directly affecting or servicing the Unit, if a Purchase Agreement has been executed and delivered to the Sponsor for the Unit and the Purchaser is not in default under such agreement.

PROCEDURE TO PURCHASE

A person desiring to purchase a Unit will be required to execute a Purchase Agreement. A Sample Purchase Agreement is contained in Exhibit B to Part II of this Plan. Purchase Agreements will not be binding upon the Sponsor until approved and accepted by the Sponsor, and unless they are signed by a bona fide purchaser.. A Purchase Agreement submitted by any prospective purchaser will not be binding on the Sponsor until a fully executed duplicate original of such Purchase Agreement is returned to such prospective purchaser. If such duplicate Purchase Agreement is not returned to the prospective purchaser within twenty (20) days after it is received by the Selling Agent, it will be deemed rejected and all monies submitted with such Purchase Agreement will be promptly returned to such prospective purchaser, with interest. Sponsor may reject any Purchase Agreement without cause or explanation so long as such rejection is not based upon race, creed, color, national origin, ancestry, sec, or any other ground prohibited by law.

The Purchaser is required to make a down payment in the minimum amount of 10% of the cost of a Unit at the time he executes the Purchase Agreement, by check drawn to the order of "VICTOR GARTENSTEIN, P.C., AS ESCROW AGENT". Purchaser(s) are advised that Victor Gartenstein and David Gartenstein are excluded as signatories of the Interest-on-Lawyer-Account ("IOLA") account used for deposits of downpayments as neither a Sponsor or any principal of the Sponsor may be a signatory on the account or act as an escrow agent. The Sponsor shall not be bound to make any modifications or changes, perform any special work, provide any different or additional appliances, equipment, furnishings or decoration, unless agreed to by the Sponsor in a written instrument which is incorporated as an addendum to the Purchase Agreement. Title to each Unit and its interest in the Common Elements will be conveyed by the Sponsor at the closing thereof by bargain and sale deed with covenant against grantor's acts, free and clear of all liens, encumbrances and other title exceptions other than the exception set forth in Schedule A to the Purchase Agreement. The deed will be substantially in the form set forth in Exhibit C to Part II of the Plan.

As more particularly set forth in the Purchase Agreement, the Purchaser will pay, in connection with the closing of title to the Unit all mortgage and transfer taxes if any, any premiums for mortgage or owner's title insurance, various attorney's fees and all other expenses which may be incurred in connection with Purchaser's mortgage, as well as certain other expenses. Each Purchaser will be free to obtain title insurance other than supplied by the Sponsor at the Purchaser's own effort and expense. Sponsor, however, makes no representation as to the cost, terms or availability of such other title insurance. The Sponsor's title insurer, will, upon request of Purchaser's attorney, issue a commitment for title insurance on each Unit. Should purchaser choose any title company other than the one designated by Sponsor, however, a fee of $300.00 to Sponsor's title company to cover the cost of preparing the title search will be due.

At the closing, adjustments will be made between Sponsor and each Purchaser with respect to (a) real estate taxes and assessments, if any, including water charges and sewer rents on the basis of the period of assessment, and (b) common charges for the month in which title closes (if such closing is subsequent to the date of the recording of the Declaration.) See "Closing Costs and Adjustments" at Page 39 of the Plan. Each Purchaser will be given a reasonable opportunity to examine his Unit prior to the closing if it has been completed and is urged to make careful inspection of his Unit, if possible.

At the closing, each Purchaser will be required to sign and deliver to the Sponsor an inspection statement substantially in the form set forth in Schedule B to the Purchase Agreement wherein he will acknowledge the condition in which he has received the Unit. See also "Terms of Sale" at page 37.

THE PURCHASE AGREEMENT SET FORTH IN EXHIBIT B TO PART II OF THE PLAN SETS FORTH IN DETAIL THE TERMS OF SALE WITH RESPECT TO EACH UNIT AND SHOULD BE REVIEWED CAREFULLY BY EACH PROSPECTIVE PURCHASER AND HIS COUNSEL. CONFLICTS BETWEEN THE PLAN AND THE PURCHASE AGREEMENT WILL BE RESOLVED IN FAVOR OF THE PLAN.

From and after the closing of title to each Unit, the Purchaser will become obligated for the payment of Common Charges, Real Estate Taxes Assessments, and all other expenses with respect to his Unit, whether or not he has taken possession of the Unit, and whether or not all work required to be performed by the Sponsor or anyone else in or to his Unit or the Building has been completed.

TIME IS OF THE ESSENCE TO PURCHASER AS TO PURCHASER'S OBLIGATIONS PURSUANT TO THE PURCHASE AGREEMENT, INCLUDING WITHOUT LIMITATION, FOR THE PAYMENT OF THE BALANCE OF THE PURCHASE PRICE. FUNDS DRAWN ON OUT-OF-STATE OR FOREIGN BANKS WILL NOT BE ACCEPTED IN PAYMENT OF THE PURCHASE PRICE FOR A RESIDENTIAL UNIT.

In the event of any default by Purchaser under his Purchase Agreement, and if Purchaser does not cure such default within thirty (30) days after Sponsor gives written notice too the Purchaser of default, Sponsor may, at its option, either (a) cancel such Purchaser Agreement and retain the downpayment made by Purchaser, together with any interest earned thereon, as liquidated damages, in which event all rights, obligations and liabilities of Sponsor and Purchaser shall wholly cease and terminate or (b) bring an action against Purchaser for specific performance. In addition, Sponsor shall also be entitle to retain (i) any amount spent by Sponsor for special work requested by Purchaser and (ii) the reasonable cost to restore the Unit to its condition prior to such special work being performed. A Purchaser will receive at least thirty (30) days prior notice of the originally scheduled Closing Date. Sponsor may permit Purchaser to waive this thirty (30) day provision and, in the event Purchaser fails to close on the designated date, then Purchaser will have a thirty (30) day period after notice within which to cure, time being of the essence, such default, following which Sponsor shall have the remedies set forth above.

Purchaser will be afforded at least three business days to review the Plan and all filed Amendments thereto prior to executing a Purchase Agreement. Sponsor will, within twenty days after receipt of a fully executed copy of the Purchase Agreement and the down payment, either accept such Purchase Agreement and return a fully executed counterpart or reject the Purchase Agreement and refund the down payment thereunder.

All risks of loss to the Unit by fire or other casualty prior to closing is assumed by the Sponsor, without any liability or obligation by the Sponsor to repair or restore the Unit. Purchasers obligation to purchase his or her Unit is not contingent upon purchaser's obtaining financing.

The Purchase Agreement shall not be amended to waive any of Purchaser's rights or abrogate any of Sponsor's obligations under the offering plan or under Article 23-A of the General Business Law.

The Purchaser's obligation to purchase is not contingent on obtaining financing.

EXPECTED DATE OF FIRST CLOSING

Sponsor expects the first closing of title to a unit to occur approximately March 25, 2005 If such date is delayed 12 months or more, Purchasers will be offered rescission of their purchase agreements and a return of all sums paid under such agreements.

All funds, except those paid directly to the Sponsor for work and/or optional extras pursuant to a purchase agreement, received from prospective purchasers by the Sponsor will be handled in accordance with the provisions of Sections 352-h and 352-2(2) (b) of the General Business Law and Section 71-a(3)(a) of the Lien Law and shall be used by the Sponsor only in connection with the consummation of the Plan. Section 71-a(3) of the Lien Law requires, at the purchaser's option, that the deposit funds be placed in an escrow account in a bank trust company, savings bank, or state or federal savings and loan association located in New York State. Said monies must be deposited within five (5) business days of the Sponsor's receiving them. The Sponsor must advise the purchaser in writing within ten (10) business days after the deposit has been made of the name of the depository where the funds have been placed.

Section 71-a(3) (b) of the Lien Law also provides that in lieu of making the deposit of monies in an escrow account as provided by Section 71-a(3)(a), the Sponsor may post with the purchaser a bond or contract of indemnity issued by a surety company guaranteeing the return of the deposit monies which would otherwise be required to be deposited in the escrow account. If such a bond or contract of indemnity is posted by the Sponsor, the Sponsor need not place deposit monies in the escrow account. In such event the plan will first be amended. Any such bond or contract of indemnity shall be delivered to the purchaser within ten (10) business days after receipt of the deposit monies. Any bonding shall comply with regulations promulgated by the Dept. of Law. It is not the intention of Sponsor to release any escrow funds prior to closing.

Sponsor must first apply to the Department of Law in order to use alternate security in the form of a surety bond or indemnity contract.

Section 71-a(3)(c) of the Lien Law provides that at any time after making the deposit of monies in the escrow account, that Sponsor may post with the purchaser a bond or contract of indemnity issued by a surety company licensed to execute such an instrument in New York State, guaranteeing the return of such monies, in which case, the Sponsor need not keep the deposit of such monies in the escrow account.

If no bond or contract of indemnity is posted, the Sponsor will deposit all deposit monies, except those paid directly to the Sponsor for special work and/or optional extras pursuant to a purchase agreement, in the Victor Gartenstein, P.C. IOLA for 355 KINGS HIGHWAY CONDOMINIUM. All funds will be held as trust funds pursuant to Sections 352-e(2)(b) and 352-h of the General Business

Law. The signature of Alan Blumenfeld, Victor Gartenstein or David Gartenstein, 3711 Shore Parkway, Brooklyn, N.Y.11235, shall be required for withdrawals or drafts on such account. Such funds will be payable to the Sponsor upon the closing of title to the Units covered by the Purchase Agreement, or upon the posting of a bond in favor of the purchaser as noted above. Interest, if any, earned on such funds will be turned over or assigned to the purchaser at Closing.

The Sponsor will comply with the escrow and trust fund requirements of General Business Law Sections 352-e(2-b) and 352-h and the Attorney General's regulations promulgated pursuant thereto.

Any provisions of any contract or agreement, whether oral or in writing, by which a purchaser purports to waive or indemnify any obligation of the escrow agent holding trust finds is absolutely void. The provisions of the Attorney General's regulations concerning escrow/trust funds shall prevail over any conflicting or inconsistent provision in the offering plan or in a purchase or subscription agreement. Purchasers shall not be obligated to pay any legal or other expense of the Sponsor in connection with the establishment, maintenance or defense of obligations arising from the handling or disposition of trust funds.

All deposits, downpayments, or advances made by purchasers prior to closing of each individual transaction, whether received before or after the date of consummation of the plan, will be placed, within five (5) business days after the agreement is signed by all necessary parties, in a segregated special escrow account of Victor Gartenstein, P.C., the Escrow Agent, ("Escrow Agent") whose address is 3711 Shore Parkway, Brooklyn, NY 11235, and whose telephone number is (718) 769-7000. The attorney who is a signatory on this account authorized to withdraw funds is: Victor Gartenstein, David Gartenstein or Alan Blumenfeld, Esq.. Escrow Agent has established an escrow account at Bank of Smithtown or at its branch located at One East Main Street, Smithtown, New York entitled Victor Gartenstein, P.C., IOLA Account # [redacted] for 355 KINGS HIGHWAY CONDOMINIUM (the " Escrow Account"). All deposits will be placed in the non-interest bearing Escrow Account. The following are special risks of this offer: (i) if a Purchaser makes a Deposit in excess of $100,000 for the purchase of a unit, such Deposit will not be federally insured in excess of $100,000; and (ii) while the Deposit is in the non-interest bearing checking portion of the Master Escrow Account, the Deposit may not be fully federally insured even if the Deposit does not exceed $100,000.

The Deposit may be tendered by Purchaser to Sponsor or Selling Agent by either personal delivery, delivery by messenger or courier service and mailed by certified mail, return receipt requested, overnight courier or express mail service. The Deposit shall be deemed tendered by Purchaser on the date it is actually received by Sponsor or Selling Agent.

Acceptance of the Deposit by Sponsor or Selling Agent and deposit thereof by Escrow Agent into escrow shall not be deemed a binding agreement by Sponsor to sell to Purchaser unless and until Purchaser executes a Purchase Agreement and Sponsor or Selling Agent executes a duplicate thereof and delivers the Purchase Agreement to Purchaser in accordance with the terms of the Plan.

All instruments shall be made payable directly to the order of "Victor Gartenstein, P.C., As Escrow Agent." Endorsed instruments will not be accepted.

In the event a check delivered by a Purchaser fails of collections, the Purchase Agreement will be deemed void ab initio (as if the Purchase Agreement had never been executed) at the option of Sponsor, who reserves the right to exercise this option in its discretion by written notice to Purchaser given within five (5) business days of Sponsor receiving notice from Escrow Agent of such failure of collection.

Within ten (10) business days after tender of the deposit submitted with the purchase agreement, the escrow agent will notify the purchaser that such funds have been deposited into the escrow account and will provide the account number and the initial interest rate, if any. If the purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the deposit, the purchaser may cancel the purchase and rescind so long as the right to rescind is exercised within ninety (90) days after tender of the deposit or may apply to the Attorney General for relief. Rescission may not be afforded where proof of satisfactory to the Attorney General is submitted and requisite notice was timely mailed to the purchaser in conformity with the Attorney General's regulations.

Since all contracts are contingent upon the plan's becoming effective, under no circumstances shall Sponsor apply for release of the Deposit attributable to a defaulting purchaser until after consummation of the plan.

The escrow agent will hold funds in escrow until otherwise directed in

(i) a writing signed by both Sponsor and purchaser; or

(ii) a determination of the Attorney General; pursuant to the dispute resolution procedures contained in the Attorney General's regulations; or

(iii) a judgment or order of a court of competent jurisdiction.

If there is no written agreement between the parties to release the Deposit, the Escrow Agent will not pay the Deposit to the Sponsor until the escrow agent has given the Purchaser written notice of not fewer than ten (10) business days. Thereafter, the Deposit may be paid to the Sponsor unless the Purchaser has already made application to the Department of Law pursuant to the dispute resolution provisions of the Attorney General's regulations and Escrow Agent has received such notice.

The Sponsor will not object and will be deemed to have agreed, without the need for a written agreement, to the release of the Deposit to: (i) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an amendment to the Plan; or (ii) all Purchasers after an amendment abandoning the plan is accepted for filling by the Department of Law.

The Purchaser will not object and will be deemed to have agreed, without the need for a written agreement, to the release of the Deposit to Sponsor in the event Sponsor and Purchaser close title under the Purchase Agreement.

Purchasers and the escrow agent may apply to the Attorney General, in the event of a dispute,

for a determination on the disposition of the Deposit and any interest thereon. The Sponsor must avail itself of this procedure if there is a dispute which needs to be resolved. A form for this purpose is attached in Part II of the Offering Plan. The party applying for a determination must send all other parties, by Certified Mail Return Receipt Requested, a copy of the application. Pending the determination of the Attorney General to grant or deny the application, the Sponsor, the Purchaser and the Escrow Agent shall abide by any interim directive issued by the Attorney General.

Set forth in Part II of the Offering Plan is a copy of the form of escrow agreement between Sponsor and Escrow Agent which incorporates the terms of the Attorney General's regulations.

Escrow Agent shall be permitted to act as counsel to Sponsor in any dispute as to the disbursement of the Deposit or any other dispute between Sponsor and a Purchaser whether or not Escrow Agent is in possession of the Deposit and continues to act as Escrow Agent.

The Escrow Agent will maintain all records concerning the escrow account for seven years after the release of funds.

Each Purchaser shall be required to sign a Power of Attorney to the Board of Managers of the Condominium at the time of closing. Failure of a Purchaser to execute a Power of Attorney will result in adjournment of closing.

No Purchaser will be permitted to assign or transfer their Purchase Agreement.

Sponsor has not entered into any contracts or agreements, written or oral, for the sale or transfer of any of the units offered in the plan and no deposits or advances of funds have been taken by or on behalf of sponsor in connection with the reservation, sale or transfer of any unit, as of the date the plan is accepted for filing.

EFFECTIVE DATE OF PLAN

This Plan may become effective upon the date upon which there is a valid and binding Purchase Agreement for five unit. For the purpose of this Plan, a Purchase Agreement shall be valid and binding if executed by both Purchaser and Sponsor. This Plan shall be declared effective by personal service of a written notice to the Purchaser to be followed by duly filed amendment disclosing such fact which will be submitted to the Department of Law within five (5) days thereafter. In no event will title to any Unit close until such amendment is accepted for filing by the Department of Law. The plan may not be declared effective unless bonafide Purchasers, including investors, have signed Purchase Agreements for at least fifteen percent (15%) of the Units offered under the plan. Sponsor may elect, at its sole discretion, not to have the plan declared effective until such time as Purchase Agreements have been signed for two (2) Units.

The Plan will not be declared effective based on purchase agreements: (i) signed by Purchasers who have been granted a right of rescission that has not yet expired or been waived; or (ii) if the purchaser was not afforded the protections required by Section 20.3(o) (10) of this Part; or (iii) with any Purchaser who is the Sponsor, the Selling Agent, or the Managing Agent or is a principal of the Sponsor, the Selling Agent or the Managing Agent or is related to Sponsor, the Selling Agent or the Managing Agent or to any principal of Sponsor, the Selling Agent or the Managing Agent by blood, marriage or adoption or as a business associate, an employee, a shareholder or a limited partner; except that such a purchaser other than the Sponsor or a principal of the Sponsor may be included if the Sponsor has submitted proof satisfactory to the Department of Law establishing that the Purchaser is bona fide. This Plan may be abandoned by the Sponsor at any time prior to being declared effective. However, if this Plan is not declared effective within twenty-four (24) months following its presentation to the public then at the expiration of such twenty-four months, the Plan shall be abandoned. If this Plan is abandoned, all Purchasers will be notified within twenty (20) days and all monies paid under the respective Purchase Agreements will be returned to them with interest, if any. In addition, Sponsor will promptly submit an amendment to the Department of Law confirming such abandonment and will file a notice of abandonment on form R5-3 or such other form as the Department may require and explain the reason for such abandonment and the disposition of all funds received. Closing of title to the first Unit will not occur prior to the Plan being declared effective and the amendment being accepted for filing.

After the Plan is declared effective and prior to or contemporaneously with the conveyance of title to the first Unit, the Declaration of the Condominium and By-Laws will be recorded in the Office of the City Register of the City of New York, County of New York. In addition, a set of floor plans of the Building will be filed in said office, showing the layout, location and approximate dimensions of the Units and the Unit designations, certified by the appropriate governmental authority conforming to the official tax lot number for each such Unit and an Architect's Statement required by Section 339-p of the Condominium Law, certifying that the plans fully and fairly depict the layout, location, Unit designations and approximate dimensions of the particular Unit, as built.

Sponsor may not abandon the plan after effectiveness for any reason other than (i) a defect in title which cannot be cured without litigation or cannot be cured for less than a stated amount which shall not be less than one-half of one percent of the total offering amount, or (ii) work orders of a mortgagee or violations that cannot be cured for less than one-half of one percent of the total amount of the offering, or (iii) substantial damage or destruction of the building by fire or other casualty which cannot be cured for less than a stated amount which shall not be less than one-half of one percent of the total offering amount, or (iv) the taking of any material portion of the property by condemnation or eminent domain. Sponsor must provide that any stated dollar amount relied upon as abandonment after effectiveness must exclude any attorneys fees or any such title defects or determinations of any authority or regulatory association which exist on the date of presentation of the plan and are either known to the sponsor or are a matter of public record.

After the Plan has been declared effective, the Sponsor will fix dates for closing title to all Units as to which Purchase Agreements are then outstanding and for which the requirements under "Closing of Title for Units" have occurred, which date will not be earlier than thirty (30) days after the mailing of notice from the Sponsor to the Purchasers that the Plan has been declared effective and will not be later than sixty (60) days after the mailing of such notice unless the closing is adjourned in accordance with the provisions of notice.

TERMS OF SALE

The term "Closing" as used herein refers to the conveyance of title to a Unit from Sponsor to Purchaser by the delivery to Purchaser of a bargain and sale deed with covenants against grantors acts upon payment by Purchaser to Sponsor of the balance of the purchase price for such Unit. A form of said deed is contained in Part II of this Plan. The Closing to each Unit shall be held at the offices of Sponsor's attorneys, Victor Gartenstein, P.C. 3711 Shore Parkway, Brooklyn, N.Y. 11235 or at such other place as Sponsor may designate on not less than five (5) business days' prior notice.

After the Plan has been declared effective, Sponsor will, from time to time, fix one or more dates for a Closing. The first Closing will be held no sooner than thirty (30) days after the date upon which notice is given that the Plan is declared effective. Except as set forth herein above, the Closing will take place in accordance with the terms of the applicable Purchase Agreement. (See ("Procedure to Purchase" in the Plan).

The Closing to each Unit shall take place only after or concurrently with the following events:

(a) the issuance of a temporary or permanent Certificate of Occupancy for the Property or a temporary or permanent Certificate of Occupancy covering the Unit being purchased;

(b) the Plan has been amended to declare it effective and Sponsor or Sponsor's architect has confirmed that any Units to be closed have been constructed in accordance with applicable plans and specifications and compliance with the prerequisites of this subsection;

(c) the recording or filing, as required by law, of the Declaration, the By-Laws and the Floor Plans and such other documents as may be required by law;

(d) either (i) the release of such Unit and its appurtenant Common Interest from the lien of all mortgages or (ii) in the event that the purchaser obtains mortgage financing and such mortgagee shall so elect, the assignment of any mortgages that are then a lien against such Unit and its appurtenant Common Interest to such mortgagee and the assumption of such mortgages by the purchaser (provided that, to the extent that the aggregate outstanding balance of such existing mortgages exceeds the amount of financing desired, or that the terms of such mortgages differ from the terms of such financing, the amount of such mortgages shall be reduced and/or the terms of such mortgages shall be modified accordingly, as the case may be);

(e) if the Purchaser of such Unit so requests, the issuance of a title insurance binder insuring fee title to such Unit in the Purchaser, at Purchaser's expense, subject only to the encumbrances set forth in such purchaser's Purchase Agreement (all other liens will be removed or insured against enforcement or collection out of the Unit by Purchaser's title company prior to or at closing), which binder will

also insure that a valid condominium has been created pursuant to the terms of the Condominium Act. (See p. 39, "Unit Closing Costs and Adjustments" for an estimate of the cost to the purchaser to obtain such title insurance);

(f) purchaser being given the opportunity to inspect such Unit and other portions of the Property subject to the Declaration;

(g) the assignment by Sponsor of any manufacturers' warranties with respect to equipment and appliances in the Unit to the Unit Owner and with respect to the equipment and appliances in the General Common Elements or Limited Common Elements, to the Condominium Board; and

(h) firm, unconditional, and bona fide Purchase Agreements for not less than thirty three and one third percent of the Units in each building respectively having been accepted by Sponsor from Purchasers.

(a) all personal property located within the unit on the date the purchase agreement is signed or located within the common elements on the date the declaration is filed, that is owned by the sponsor, is included in the conveyance unless specifically excepted in the offering plan.

(j) sponsor is obligated to repair any damage from a casualty or other cause which occurs before the closing of a purchaser's unit.

(k) title to each unit and its appurtenant interest in the common elements will be conveyed at closing free and clear of all liens, encumbrances and title exceptions other than those described in the plan and proposal Unit deed

UNIT CLOSING COSTS AND ADJUSTMENTS

As more particularly set forth in the Purchase Agreement, in addition to the Purchaser's own legal fees, the Purchaser will pay the following closing costs at the time of the closing of title of such Purchaser's Unit[1]:

If the Purchaser elects to obtain fee title insurance from Primary Land Services, LLC, ("Primary") having an office at 358 Veterans Memorial Highway, Commack, N.Y. 11725; (516) 864-4460; fax: (516) 864- 4436, the Purchaser will pay the premium therefor, which premium will vary depending upon the purchase price of the Residential Unit. If ordered from Primary, the premium will be $350 for the first $35,000 of fee insurance plus from $5.81 to $2.41 for each $1,000 of additional fee insurance or faction thereof deponing on the amount of insurance. Mortgage title insurance rates are $300 for the first $1,000 of coverage plus from $4.84 to $2.01 for each $1,000 of additional mortgage title insurance or fraction thereof depending on the amount of insurance. Primary will insure lenders at simultaneous rates if a fee policy and mortgage policy are both obtained by Purchaser. The simultaneous fee rate is based on the full rate of the mortgage;

If a Purchaser obtains title insurance from a title insurance company other than Prime and Sponsor incurs additional legal fees and expenses as a result of the requirements of title insurance company, the Purchaser will reimburse Sponsor at Closing for the amount of such additional legal fees and expenses so incurred;

The fees charged by the City Register's Office for recording the Unit Deed, Unit Owner's Power of Attorney and mortgage (if any), in the amount of $17.00 for each document including the first page thereof plus $5.00 per page for each additional page thereof. (In addition, as service charge to the title company may be payable);

If Purchaser obtains a mortgage loan, the Purchaser will pay Sponsor a sum equal to the partial mortgage tax credit to which Purchaser may be entitled pursuant to Section 339-ee(2) of the Condominium Act, which sum will be paid as a reimbursement for the mortgage recording tax previously paid by Sponsor in connection with any existing mortgage(s);

If Purchaser obtains a mortgage loan, Purchaser will be responsible for the payment of all mortgage recording tax, origination, appraisal and closing costs and other expense in connection therewith (including legal fees) in amount determined by governmental

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[1] Recording charges, fees and taxes are based on rates and methods of computing in effect on the date off the Plan and are subject to change by the title insurance company selected by the Purchaser or by reason of legislation hereafter enacted by the state and/or City of New York, and a Purchaser will not be relieved of his or her obligations under a Purchase Agreement by reason of any change in such charges, fees, or taxes.

authorities and such lender. Currently the mortgage recording tax for mortgages under $500,00 is $2.00 for each $100 of principal and such tax for mortgages in the amount of $500,000 or greater is $2.125 for each $100 of principal. This tax is reduced for Residential Units in both instances by $25.00 if the mortgage principal exceeds $10,000.

New York City Real Property Transfer Tax ("RPT Tax") is currently, for the purchase of a single Unit is one (1%) percent o the purchase price of a Unit $500,000 or less (1.425% of the purchase price if over $500,000) and the New York State Documentary Stamp Tax ("NYS Tax"), presently $2.00 for each $500 (or part thereof) of the purchase price of the Unit. For purposes of calculating the taxes payable, the amounts of such taxes will be included in the consideration subject to tax. Therefore, the steps to compute the tax are:

(1) Multiply the purchase price by the RPT Tax rate to compute the tentative City transfer tax.

(2) Multiply the purchase price by the NYS Tax rate to compute the tentative State transfer tax.

(3) Add the tentative taxes to the purchase price.

(4) Multiply (iii) by the RPT Tax rate to determine the RPT Tax payable.

(5) Multiply (iii) by the NYS Tax rate to determine the NYS tax payable.

EXAMPLE:

Purchase price = $ 442,000.00

(1) $442,000.00 X 1% = $4,420.00

(2) $442,000.00_X .4% = $1,768.00

(3) $442,000.00 + $6,188.00 = $448,188.00

(4) $448,188.00_X 1% = $4,482.00 (rounded up)

(5) $448,188.00_X .4% = $1,793.00 (rounded up)

Where a purchaser purchases two or more Units the NYC RPT Tax rate where the consideration is $400,000 or less will be 1.425%, while the tax rate where the consideration is in excess of $500,00 will be 2.625%. The city of new York Department of Finance has recently taken the position that the consideration for the transfer of each

Unit is not aggregated for purposes of determining total consideration. There is not guarantee that the City of New York will not changes its positions with respect to the purchase of multiple Units by the same purchaser.

If the purchase price of the Residential Unit is $1,000,000 or more, the New York State Additional Tax pursuant to Article 31 of the Tax Law (the so-called "Mansion Tax"), currently one (1%) percent of the purchase price..
The sum of $ 300.00 for cost of survey.
The sum of $ 1,250.00 for obtaining 421A tax abatement
The sum of $950.00 payable to Victor Gartenstein, P.C., Sponsor's counsel, to defray legal fees incurred in connection with the closing of title of Purchaser's Unit. If the Purchaser obtains financing and the lender is unwilling to close at the offices of Sponsor's counsel, the closing may be held elsewhere in New York City and/or in addition, (i) if the closing is adjourned through no fault of Sponsor, the Purchaser will be required to pay to the Sponsor's counsel an additional fee of $250 to help defray traveling time and/or the cost of preparing for and coordinating the new closing; and (ii) if Purchaser shall use an abstract company or title insurance company other than Prime Land Services, LLC (the "Title Company"), then Purchaser shall pay Sponsor's counsel an additional fee of $350 for its services rendered in connection with its review of the title report and clearance of title exceptions.

The sum of two months common charges for each Residential Unit purchased by the Purchaser, payable to the Condominium Board, to serve, at the election of the Board, to augment the Condominium's Working Capital Fund or any reserve or other fund then held or maintained by the Condominium Board.

The Purchaser will pay to the Board the Common Charges for the Unit for the first full month following the month in which title closes. In addition, if the Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to immunities from suit enjoyed by a foreign government (i.e. diplomatic or sovereign immunity) shall deposit with the Board the amount equal to the Common Charges for such Unit for a period of two (2) years as security for the faithful observance by such Unit Owner of the terms, provisions and conditions of the By-Laws. In the event that such Unit Owner defaults in respect of the terms, provisions and conditions of the By-Laws, the Board may use, apply, or retain the whole or any part of the security so deposited to the extent required for the payment of any Common Charges or any other sum as to which the Unit Owner is in default.

The following table illustrates the projected closing costs (based on current rates) for a typical Residential Unit purchased by a Purchaser at a Purchase Price of $442,000.00, assuming such Purchaser finances (80%) percent (i.e.$353,000.00) of the purchase price:

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Fee Title Insurance (if purchased simultaneously with mortgage title insurance)	$ 2,265.00
Fee for recording Unit Deed (7 pages) and Unit Owner's Power of Attorney (5 pages)	$ 90.00
Mortgage Loan Closing Costs	
-recording mortgage (assuming 20 pages)	$ 120.00
-mortgage recording tax (at 2% of $353,000.00) (a portion of which will be paid directly to Sponsor)	$ 7,060.00
-mortgage title insurance (if purchased simultaneously with fee insurance)	$ 473.00
-other bank charges (assuming "points" of 1% of mortgage amount, an appraisal fee of $275 and legal fees of $350 and assuming further that the lender does not require Purchaser to deposit funds to establish a real estate tax escrow)	$ 4,155.00
New York City Real Property Transfer Tax and New York State Deed Stamps	$ 6,275.00
Working Capital Payment	$ 1,095.36
Closing Fee (assuming the closing occurs at the offices of Sponsor's counsel)	$ 950.00
Survey Fee	$ 300.00
Tax Abatement	$ 1,250.00
Total	$24,033.36

The projected closing costs referred to above are approximate and are not guaranteed. The mortgage loan costs vary widely among different lenders and also will vary depending on the loan program chosen.

At the closing, adjustments will be made between Sponsor and Purchaser with respect to (a) real estate taxes and assessments, if any (including water charges and sewer rents if separately assessed) on the basis of the period for which assessed, (b) Common Charges for the month in which title closes, and (c) accrued rent and any other charges pursuant to any interim lease or occupancy or other rental agreement affecting the Unit, if the Purchaser is allowed to lease, occupy or rent such Unit prior to the closing. Real estate taxes will be adjusted at closing between Sponsor and each Purchaser based on the period

for which real estate taxes have been prepaid by Sponsor either directly to the taxing authority or as part of the Common Charges to the Board. If real estate taxes have been separately assessed to each unit as of the closing, then the adjustment shall be based on the Unit's actual taxes for such period. If the real estate taxes have not been separately assessed against each unit as of the closing then the adjustment shall be determined by allocating to the Unit as prorated portion of the actual taxes for the entire Property for such period determined as provided in Section 6.17 of the By-Laws. When the Unit has been separately assessed, Sponsor and the Purchase shall readjust any overpayment or underpayment of real estate taxes as more fully described in the Plan based upon: (i) the actual initial apportionment of the Property's assessed valuation to the Residential Units; and (ii) the ratio that the initial separate assessed value of the Unit bears to the actual initial aggregate assessed values of all Residential Units (or other classification of Unit, as appropriate).

RIGHTS AND OBLIGATIONS OF SPONSOR

Subject to the terms and conditions of this Plan, the Sponsor has the following obligations, the performance for which no bond or other security will be furnished:

1. The Sponsor will, at its sole cost and expense and with reasonable diligence, perform or cause to be performed such work, and will supply or cause to be supplied all materials, necessary to complete construction of the Building, substantially in accordance with the Plans and Specifications. The Sponsor reserves the right to substitute equipment or materials and make modifications of layout or design, provided, however, that Sponsor shall not (1) substitute equipment or materials of lesser quality or design; or (2) change the size or location of Building, Units, other improvements, or Common Elements if such changes affect the percentage of Common Interests or adversely affect the value of any Unit to which title has closed or for which a Purchase Agreement has been executed and is in effect unless all affected Unit Owners consent in writing to such change and all affected contract vendees are given the right to rescind and receive any deposit or down payment.

2. Sponsor shall complete the premises in accordance with the building plans and will also prepare all the necessary documentation to allow a declaration of condominium to be recorded. Seller will also be responsible for furnishing a current Temporary Certificate of Occupancy prior to closing any unit with renewals until such time as a final Certificate is obtained. Sponsor is ultimately responsible for obtaining permanent Certificate of Occupancy.

3. The Sponsor will cause to be corrected any defects in the construction of the Building, or in the installation or operation of any mechanical equipment therein, due to improper workmanship or material substantially at variance with the Plan and Specifications, in accordance with the New York State statute regarding housing merchant implied warranties which is described in this plan.

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4. The Sponsor will deliver to the Board of Managers on behalf of Unit Owners an assignment of all assignable warranties and other undertakings received by the Sponsor from contractors, materialmen or others in connection with the construction and equipping of the Building except that warranties and undertakings which relate to equipment in individual Units will be delivered or assigned to each applicable Purchaser. All such warranties and undertakings will be delivered or assigned by the Sponsor promptly upon receipt by the Sponsor, if received after closing.

5. The Sponsor will pay or cause to be paid all contractors and materialmen and all others involved in the construction and equipping of the Building, for work performed and fixtures, material and equipment supplied or installed in the construction thereof and will cause any and all mechanics' liens arising out of such construction and equipping to be discharged by bonding or otherwise promptly after the filing of any such liens.

6. After the issuance of a final Certificate of Occupancy covering the Building, Sponsor will deliver to the Board of Managers a complete set of "as built" drawings for the Condominium and a signed copy of the statement of the Sponsor's architect referred to below. In the event the first closing takes place before the issuance of a final certificate of occupancy, Sponsor will maintain all deposits and funds in the special escrow account provided for in this plan, unless the Sponsor's architect, engineer or other qualified expert certifies that a lesser amount will be reasonably necessary to complete the work needed to obtain a permanent certificate of occupancy, in which case the sum exceeding the amount so certified by the Sponsor's architect, engineer or other qualified expert may be released from the special escrow account. Alternatively, the Sponsor must deposit with an escrow agent an unconditional, irrevocable letter of credit, post a surety bond in the amount so certified, or provide other collateral acceptable to the Department of Law.

7. The Sponsor will bear all costs and expenses incurred by the Sponsor in connection with the creation of the Condominium and the preparation of this Plan and all selling expenses and compensation payable for sales or other personnel of the Sponsor. Each Purchaser will be responsible for the commission of any broker with whom such Purchaser may have dealt unless the Sponsor otherwise agrees in writing.

8. Sponsor agrees to pay all the common charges, special assessments and real estate taxes with respect to any unsold units. Sponsor has the financial resources to meet his obligations with respect to such unsold units out of cash which he presently has at hand. Moreover, Sponsor anticipates that the income generated from projected sales of units will be sufficient to cover any of Sponsor's obligations with respect to unsold units. In addition to cash on hand, should such projected sales not be made, Sponsor will be able to meet his obligations to the condominium out of Sponsor's cash on hand. NO BOND OR OTHER SECURITY HAS BEEN FURNISHED TO SECURE SPONSOR'S OBLIGATIONS.

9. Sponsor will initially procure, as reflected in the budget for the first year of Condominium operation, the following coverages: (a) fire insurance with all risk extended coverage ($10,000,000.00 value for the Building;) (b) comprehensive general liability ($1,000,000.00 single limit of liability). The cost of such policies are to be reimbursed by the Board of Managers. See Note to Schedule B at page 22.

10. Sponsor will keep copies of the Plan, Exhibits and documents referred to in the Plan on file at its office 3711 Shore Parkway, Brooklyn, New York or at another designated place for six years from the date the Declaration is recorded. Sponsor shall keep copies of the plan, all documents referred to in the plan and all Exhibits submitted to the Department of Law in connection with the filing of the plan, on file and available for inspection without charge and copying at a reasonable charge at a specified location for six years from the date of first closing. The sponsor shall deliver to the board of managers a copy of all documents filed with the appropriate recording office at the time of the closing of the first unit.

11. The Sponsors and its contractors, subcontractors, agents and employees will have the right of access to each Unit and to all of the Common Elements for purposes of completing construction of the Building and fulfilling the Sponsor's obligations hereunder, provided that requests for entry, except in emergencies, shall be made in advance and that any such entry will be at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether or not the Unit Owner is present at the time. The Sponsor will be responsible for all damages to any Unit or to the Common Elements resulting from the exercise of such right of access. All repairs and replacements performed by the Sponsor as a result of any such damages will be substantially similar to the original construction and installation and will be of first-class quality.

12. In the event of the dissolution or liquidation of Sponsor or the transfer of twenty percent (20%) or more of the total number of Units in the condominium, the principal of Sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of the sponsor for those units under The Offering Plan, applicable laws or regulations.

13. Sponsor requires and has obtained financing to complete this project from North Fork Bank. It is expected that Sponsor shall be able to complete construction of the Units offered with the financing from North Fork Bank. As each Unit is sold, the lien of the North Fork Bank will be released as to that Unit. Further, pursuant to the terms of sponsors construction loan with North Fork Bank, the development and sale as a Condominium shall be in accordance with regulations promulgated and proposed to be promulgated by the New York State Attorney General pursuant to the provisions of Article 23-A of the General Business law of the laws of New York.

The Sponsor may at any time or times (provided a default has not occurred pursuant to the Loan Documents), have released from the lien of the Mortgage (a "partial Release"), upon ten (10) days' notice to Bank, a Unit upon payment of the greater of : (i) 80% of the net sales proceeds for such Unit; (ii) 130% of the Loan Amount allocated to such Unit; or (iii) Two Hundred Ninety Thousand and NO/100 ($290,000.00) Dollars.

The Release Price shall be applied in reduction of the outstanding principal balance of the Note. Borrower shall also pay a legal fee in the amount of $300.00 (per release instrument) for the preparation for he appropriate documents.

Although Sponsor intends on selling all the residential Units and parking

spaces it expects to rent the community facility In addition Sponsor has reserved the right to rent or lease any Residential Unit prior to closing the sale thereof to either the Purchaser thereof or any party if in its sole determination the market is such that the Sponsor can not obtain purchase price(s) at least equal to 90% of the offering price.

The foregoing undertakings set forth the entire obligations of the Sponsor hereunder and none other shall be implied, except that nothing contained herein shall be deemed to limit the rights of Unit Owners under their Purchase Agreements. Unless expressly provided to the contrary herein, the obligations of the Sponsor under this Section only shall survive the delivery of the deeds to the respective Units. The Sponsor shall not be liable for or obligated to defend any suits or claims with respect to any Unit arising out of any occurrence taking place on or after the date of the closing of title to such Unit or, with respect to the Common Elements, arising out of any occurrence taking place on or after the date of the recording of the Declaration, except suits or claims arising out of acts of the Sponsor or representations made by the Sponsor in this Plan. However, all representations under The Offering Plan, all obligations pursuant to the GBL, and such obligations under The Offering Plan
which are to be performed subsequent to the closing date will survive delivery of the Deed.

For all purposes under this Plan, the issuance of (a) a final Certificate of Occupancy for the entire Building by the Department of Buildings of the City of New York, and (b) a statement by the Sponsor's Architect to the Sponsor that the Building has been completed substantially in accordance with the Plans and Specifications except for (i) such work in the public portions of the Building and within Units as is customarily or necessarily left incomplete until after occupancy (which work will be completed with reasonable expedition) and (ii) special work in any Units to be done by or for the account of Purchasers or tenants thereof, shall be deemed and considered presumptive evidence that the Building has been fully completed in accordance with the Plans and Specifications. Such presumption, however, shall be without prejudice to any rights which the Board of Managers may have with respect to the Sponsor's obligation to cause defects in construction or materials to be corrected, as set forth in paragraph (4) above. Such statement by the Sponsor's Architect shall neither constitute a representation by him to the Unit Owners or to the Board of Managers nor give rise to any claim by any Unit Owner or by the Board of Managers against the Sponsor's Architect with respect to completion of construction or defects therein.

Obligations of the Sponsor hereunder with respect to the Units or Limited Common Elements shall be enforceable only by the Board of Managers on behalf of the Unit Owners affected, and with respect to the General Common Elements, only by the Board of Managers on behalf of all Unit Owners. In no event shall any obligations of the Sponsor be enforceable by individual Unit Owners.

Housing Merchant Implied Warranty

Effective March 1, 1989, a new law went into effect which grants to buyers of most newly constructed units a Housing Merchant Implied Warranty. The following is a brief summary of that Law. The full text of the law is annexed in Part Two as an exhibit to the Purchase Agreement (C-I).

a. Housing affected: Newly constructed single-family homes and cooperative and

condominium units in buildings of five stories or less.

b. Coverage:

(1) For one year, the home must be free from defects caused by workmanship or materials that do not meet the standards of the applicable building code; for items covered by code, the construction must be in accordance with locally accepted building practices.

(2) For two years, the plumbing, electrical, heating, cooling and ventilation systems must be free from defects caused by unskillful installation.

(3) For six years, the home must be free from physical defects in the structural elements (foundation, floors, walls, roof framing) which make it unsafe or unlivable.

c. Not covered:

(1) A defect not caused by defect workmanship, materials or design.

(2) A patent defect which was obvious or would have been obvious upon inspection.

(3) Defects in items sold with the home, such as stoves, refrigerators, air conditioners, etc. There are implied warranties from the manufacturers of such goods which are described in other laws.

d. Notice:

Buyers must give notice of defects in their home in writing no later than 30 days after the end of the warranty period.

e. Limitation of the Warranty:

The Housing Merchant Implied Warranty can be limited. However, the limited warranty cannot permit construction which is below code or below locally accepted building practices, and the limited warranty time periods cannot be shorter than those described above. In this Offering Plan the Housing Merchant Implied Warranty is limited to: a one year warranty against defective workmanship design or installation; a two year warranty of all major systems including plumbing, heating, cooling and electrical systems; a six year warranty against major structural defects. The specifics of these limitations are discussed in detail in the addendum to the purchase agreement.

INTERIM LEASES

Sponsor has reserved the right to rent or lease any Residential Unit prior to closing the sale thereof to the Purchaser thereof or any party and residents of the Condominium may be comprised of both Unit Owners and tenants leasing from Sponsor or other Unit Owners.

Any lease for a Residential Unit entered into with a Purchaser will provide, however, among other things, that an uncured default by the Purchaser under the Purchase Agreement with Respect to the Unit which is the subject of the lease will constitute a default under the lease entitling Sponsor, at its sole option, to terminate such lease in accordance with applicable law. In addition, each Purchase Agreement may provide that an uncured default by the Purchaser under any lease with respect to the Unit which is the subject of the Purchase Agreement will constitute a default under the Purchase Agreement entitling Sponsor, at its sole option, to terminate such Purchase Agreement and to exercise any remedies therein provided. In such event, sponsor must first obtain an eviction or an other judgement or order from a court of competent jurisdiction against the lessee unless the lessee has already vacated unit. In the event of a default, purchaser will have sixty days from the date of a default to vacate unit.

Purchaser or any other persons entering into a Use and Occupancy Agreement for a Residential Unit shall be required to pay the sum of $500 (subject to increase) to Sponsor's counsel for legal fees in connection therewith upon execution of the Use and Occupancy Agreement. All other charges or other fees due under a Use and Occupancy Agreement shall be adjusted as of the Closing to the Unit. Notwithstanding any of the foregoing, Sponsor shall be under no obligation to enter into any Use and Occupancy Agreement.

CONTROL BY SPONSOR

The affairs of this Condominium shall be governed by the Board of Managers. Subject to the provisions for control by Sponsor set herein, which allows Sponsor to designate his own representatives to the Board of Managers from and after the holding of the first annual meeting of Unit Owners, the Board of Managers shall consist of four people elected by Unit Owners. The Sponsor will designate as members such Purchasers as it desires when title to each Unit closes. The first annual meeting of unit owners shall be called within four months of the first closing. The Sponsor shall call a meeting of the Unit Owners for the purpose of electing the new four-member Board of Managers. At this meeting, Sponsor shall relinquish control of the Board if the number of unsold units constitute less then 50% of the common interest (See page 158, Initial Control Period . This shall mean the period ending on the earlier of : (i) the closing of title with purchasers under the Plan to Units having more than 50 percent of the aggregate Common Interests appertaining to all Units or (ii) two years after the First Closing.). Except for Board Members designated by the Sponsor, all members of the Board of Managers must be Unit Owners. All Board members shall serve without compensation. No officer who is also a member of the Board of Managers shall receive any compensation for acting as an officer. Each unit owner may vote in direct proportion to its percentage of the common areas.

The sponsor may not exercise veto power of expenses described in Scheduled B or over expenses required: (i) to comply with applicable law or regulations or (ii) to remedy a notice of violation or (iii) to remedy any work order by an insurer.

However, Sponsor may exercise veto power over any other expenses for a period up to five (5) years after the closing of the first unit or until the unsold units constitute less than 25% of the common interest, whichever is sooner.

BOARD OF MANAGERS

Board Members

The affairs of the Condominium shall be governed by the Condominium Board, which shall consist initially of Michael Marino, Anthony Piscione, Ahron Hersh. At the first meeting of the Unit Owners, which will be held within four (4) months after closing of title to one (1) units, the three-member Condominium Board shall resign in favor of a new three-member Condominium Board, to be elected by Unit Owners. Thereafter, elections to the Condominium Board shall be held at the regular annual meeting of Unit Owners, which shall be within sixty (60) days of the anniversary date of the prior annual meeting. Each member of the Board shall serve until the next annual meeting. Each Unit Owner shall be entitled to one (1) vote for each member of the Condominium Board.

Each Unit Owner shall exercise his vote in the manner set forth in the By-Laws, which provides as follows: when voting for members of the Condominium Board, each Unit Owner (including Sponsor or its designee, for so long as Sponsor or such designee shall own Unsold Units) shall be entitled to cast one (1) vote for each unit owned. The Unit owners are those who own either the Community facility and/or a Residential Unit (with or without a parking space). Ownership of just a parking space does not entitle the Owner to vote. However, nothing contained herein shall be deemed to permit any Unit Owner to cumulate the votes attributable to the ownership of any one Unit in favor of any one or more members to be elected. Managers shall be elected by a plurality of the votes cast at a meeting at which a quorum shall be present. (See the subsection entitled "Meetings and Votes of Unit Owners" for further discussion."

The term of office of the three (3) members of the Condominium Board designated by Sponsor prior to the first annual meeting of the Unit Owners shall expire when the three (3) individuals elected at such meeting are so elected and qualified. The term of office of each of the three (3) individuals elected and qualified at the first annual meeting of the Unit Owners shall be fixed at such meeting. At each annual meeting of the Unit Owners subsequent to the first such meeting, three (3) members of the Condominium Board shall be elected pursuant to the terms of Section 4.9 of the By-Laws to serve a term of office to be fixed at the meeting. Notwithstanding anything to the contrary, however, each member of the Condominium Board shall serve until his or her successor shall be elected and qualified. There shall be no limit on the number of terms of office, successive or otherwise, that a member of the Condominium Board may serve.

All members of the Condominium Board shall serve without compensation. Members of the Board of managers may be removed on the vote of 2/3 of the unit owners. Moreover, any member may be removed for cause. The term "for cause" shall include the commission of criminal acts against the condominium or any unit owners, or any conduct inconsistent with the board members ability to carry out his duties as well as for a breach of the members fiduciary duty.

Powers and Duties of the Condominium Board

(A) The Condominium Board shall have the powers and duties necessary for administration of the affairs of the Condominium (subject to the limitations set forth in the By-Laws), including, without limitation, the following:

(i) to operate, maintain, repair, restore add to, improve, alter and replace the Common Elements, including, without limitation, as the Condominium Board shall deem necessary or proper in connection therewith: (a) the purchase and leasing of supplies, equipment and material and (b) the employment, compensation and dismissal of personnel;

(ii) to acquire, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of the Unit Owners, all rights, titles and interests in real and personal property deemed necessary or proper by the Condominium Board for use in connection with the ownership and operation of the Property as a residential condominium;

(iii) to maintain records with respect to the finances and the operation of the Condominium, including, without limitation: (a) detailed accounts of receipts and expenditures affecting the Property; (b) other financial records, as well as other books of account of the Condominium, as may be required to be kept pursuant to the terms of these By-Laws; and (c) minutes and other records of all meetings held pursuant to the terms of these By-Laws;

(iv) to prepare and adopt a budget for the Condominium for each fiscal year thereof, setting forth, without limitation: (a) a detailed accounting of the anticipated Common Expenses for the ensuing fiscal year and (b) a detailed projection of all sources and amounts of income necessary to discharge the same;

(v) to determine the amount and establish the means and methods of payment of, and to collect, the Common Charges and Special Assessments from the Unit Owners;

(vi) to borrow money on behalf of the Condominium when required in connection with the operation, maintenance, repair, restoration, improvement, alteration and replacement of the Common Elements, provided, however, that: (a) the affirmative consent of at lease two-thirds of the members of the Condominium Board shall be required for the borrowing of any sum in excess of $5,000.00 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years); (b) the affirmative consent of at least two-thirds, both in number and in aggregate Common Interests, of all Unit Owners shall be required for the borrowing of any sum in excess of $5,000.00 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years); (c) no lien to secure repayment of any sum borrowed may be created on any Unit or its Appurtenant Interests without the consent of the owner of such Unit; and (d) the documentation executed in connection with any such borrowing shall provide that, if any sum borrowed by the Condominium Board pursuant to this subparagraph (vi) shall not be repaid by the Condominium Board, any Unit Owner who pays to the

creditor thereunder such proportion of the then outstanding indebtedness represented or secured thereby as such Unit Owner's Common Interest bears to the aggregate Common Interest of all Unit Owners shall be entitled to obtain from the creditor a release of any judgment or other lien that the said creditor shall have filed, or shall have the right to file, against such Unit Owner's Unit;

(vii) to open and maintain bank accounts on behalf of the Condominium and to designate the signatories required thereof;

(viii) to use the Common Charges and Special Assessments collected from Unit Owners, as well as all other funds held by the Condominium Board or received in connection with the operation of the Property, for the administration of the Condominium, including, without limitation: (a) the payment of Common Expenses and (b) the making of restorations, additions, alterations and improvement to the Common Elements;

(ix) to obtain insurance for the Property, including the Units, pursuant to the terms of Section 5.4 hereof;

(x) to adjust and settle claims under insurance policies obtained pursuant to the terms of Section 5.4 hereof, and to execute and deliver releases upon such adjustment and settlement on behalf of: (a) all Unit Owners; (b) all holders of mortgages and other liens on Units; and (c) all holders of any other interest in the Property;

(xi) to make, or to contract with others for the making of, repairs, maintenance, additions and improvements to, and alterations, restorations and replacements of, the Property after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings, all in accordance with the terms of these By-Laws;

(xii) [INTENTIONALLY OMITTED]

(xiii) to accept the surrender of any Unit pursuant to the terms of paragraph (C) of Section 6.2 hereof, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Unit Owners;

(xiv) to purchase, lease, or otherwise acquire Units offered for sale or lease by their owners, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Unit Owners;

(xv) to purchase Units at foreclosure or other judicial sales, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Unit Owners;

(xvi) to sell, lease, mortgage and otherwise deal with Units acquired by, and to sublease Units leased by, the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners,

provided, however, that the Condominium Board or its designees shall in no event be entitled to exercise the votes appurtenant to any such Unit;

(xvii) to adopt and amend the Rule and Regulations and to levy and collect fines against Unit Owners for violations of the same;

(xviii) to enforce by legal means the terms, covenants and conditions contained in the Condominium Documents and to bring or defend against any proceedings that maybe instituted on behalf of, or against, the Unit Owners;

(xix) to incorporate, to the extent and in the manner provided in the Condominium Act, provided, however, that: (a) the certificate of incorporation and by-laws of any such resulting corporation shall conform as closely as practicable to the terms of the Declaration and these By-Laws and (b) the terms of the Declaration and these By-Laws shall prevail in the event of any inconsistency or conflict between the terms thereof and the terms of such certificate of incorporation and by-laws;

(xx) to organize corporations to act as the designees of the Condominium Board in acquiring title to, or leasing of, Units and in acquiring rights, titles and interests in real and personal property for use in connection with the ownership and operation of the Property as a residential condominium;

(xxi) to execute, acknowledge and deliver: (a) any declaration or other instrument affecting the Property that the Condominium Board deems necessary or appropriate to comply with any Law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Building and (b) any consent, covenant, restriction, easement, or declaration affecting the Property that the Condominium Board deems necessary or appropriate;

(xxii) to prepare, execute, acknowledge and record on behalf of all Unit Owners, as their attorney in fact, coupled with an interest, a restatement of the Declaration or these By-Laws, whenever, in the Condominium Board's estimation, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the same; and

(xxiii) to carry out any other duties imposed upon the Condominium Board pursuant to the Declaration and these By-Laws.

(B) The Condominium Board shall be responsible for carrying out the duties imposed upon it under the Condominium Documents regardless of whether a Unit is vacant or occupied by the owner thereof or by a permitted lessee or other permitted occupant.

Certain Limitations on the Powers of The Condominium Board

(A) Notwithstanding anything to the contrary contained in these By-Laws, the Condominium Board shall not take any of the following actions unless of all members thereof shall approve the same in writing or by vote at a duly constituted meeting called for such purpose:

(i) increase the number, or change the type of employees from those hired at the time of recording the Declaration;

(ii) provide for new or additional services from those being provided at the time of recording the Declaration;

(iii) impose any Common Charges or Special Assessments for the purpose of making any capital or major improvement, alteration or addition to the Common Elements or to any Unit, unless required by Law or is necessary for the health or safety of residents of the Building (nothing contained herein shall restrict the right and obligation of the Condominium Board to maintain and repair the Common Elements); or

(iv) establish any reserves, including, without limitation, a reserve for contingencies, repairs, improvements, or replacements, other than a twelve-month reserve for contingencies not exceeding five percent of the budgeted operating expenses for the ensuing twelve months of operation (nothing contained herein shall restrict the right of the Condominium Board to assess Unit Owners from time to time for any budget deficiency).

Officers of the Condominium

The officers of the Condominium shall consist of the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Condominium Board may also appoint additional officers. All officers shall serve without compensation from the Condominium. None of the officers need be Unit Owners until the three-member Condominium Board is elected at the first meeting of the Unit Owners. Thereafter, at least two (2) officers must be members of the Condominium Board and Unit Owners (or officers, directors, partners, employees, beneficiaries (or members of their family) of corporations, partnerships, fiduciaries, or mortgages that are Unit Owners). Any officer may be removed, without cause, by vote of a majority of the Condominium Board at a meeting called for such purpose.

Meeting and Voting of the Unit Owners

Except for the first meeting, the Unit Owners shall hold annual meetings on or about the anniversary of the first meeting and every anniversary thereafter, unless such date shall occur on a legal holiday, in which event the meeting shall be held on the succeeding business day. At each annual meeting, the Unit Owners shall elect successors to the members of the Condominium Board whose term of office expires as of such meeting. In addition, special meetings of Unit Owners may be held from time to time, pursuant to the By-Laws, whenever necessary for the affairs of the Condominium.

Each Unit Owner (including Sponsor or its designee, for so long as Sponsor or such designee shall own Unsold Units) shall be entitled to cast one (1) vote for each Unit owned. The presence, in person or by proxy, of all Unit Owners shall constitute a quorum at all meetings of Unit Owners, and unless otherwise provided, the decision of the Unit Owners casting a majority of the votes of the Unit Owners at a meeting at which a quorum shall be present, shall be binding upon all of the Unit Owners. However, elections of members of the Condominium Board shall be determined by plurality vote.

Special Meetings of the Condominium Board. Any member may call a special meeting of the Condominium Board whenever he deems the same to be necessary or desirable. Written notice of all special meetings shall be given to each member thereof by personal delivery, mail or telegram at least five business days prior to the day named for such meeting, which notice shall state the time, place (in the Borough of Brooklyn) and purpose of the meeting.

Insurance

The Condominium Board is required to obtain and maintain to the extent obtainable, (a) fire insurance with all risk extended coverage, vandalism and malicious mischief endorsements, insuring the entire Building (including each Unit, but excluding fixtures, furniture, furnishings or other personal property not constituting a part of such Unit or supplied or installed by the Unit Owner), together with all service machinery contained therein and covering the interests of the Condominium, the Board of Managers and all Unit Owners and certain of their mortgagees, as their respective interests may appear; (b) Workmen's Compensation and New York State disability benefits insurance, if and to the extent necessary to meet the requirements of law;

All policies of physical damage insurance shall contain, to the extent obtainable, waivers of subrogation and waivers of any defense based on co-insurance or other insurance or of invalidity arising from any acts of the insured and of pro rata reduction of liability, and shall provide that such policies may not be cancelled or substantially modified without at least thirty calendar days prior written notice to all of the insured, including all Mortgagees and the Board of Managers. Duplicate originals or certificates of insurance of all policies of physical damage insurance and all renewal thereof, together with proof of payment of premiums, shall be delivered to all Unit Owners and to any Mortgagee so requesting at least thirty calendar days prior to expiration of the then current policies.

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as such Board may from time to time determine, covering the Board of Managers, the Managing Agent, all employees of the Condominium and each Unit Owner and covering all liability to the public or to the Unit Owners (and their invitees, agents and employees) arising out of or incident to the ownership or use of the Common Elements. Each insurance shall be issued on a comprehensive liability basis and shall cover cross-liability claims of one insured against another. The Condominium Board shall review such limits once each year.

Any insurance maintained by the Board of Managers may provide for such deductible amounts as the Board determines. The premiums for all insurance referred to above shall be a Common Expense, unless the actions of any of Unit Owner significantly increases the premiums to the entire condominium, in which case the difference will be paid by the Unit Owner.

Unit Owners may and are advised to carry other insurance for their own benefit, provided that no Unit Owner shall be permitted to exercise the right to obtain additional insurance so as to decrease the amount which the Board of Managers, on behalf of all the Unit Owners, may realize under any insurance policy or to cause any insurance coverage maintained by the Board to be brought into contribution with such additional insurance coverage obtained by a Unit Owner. The Board may, in addition, elect to obtain other insurance in addition to that set forth herein, and in the By Laws.

Repairs of Common Elements

The Board of Managers shall be responsible for the operation, maintenance, repair and replacement of all of the Common Elements, whether located inside or outside of the Units, the cost of which shall be charged to all Unit owners as a Common Expense; provided that each Unit owner shall perform normal maintenance and repairs on the Limited Common Elements appurtenant only to such Owner's Unit, including keeping the same in clean and sanitary condition, free and clear of snow, ice, and any accumulation of water and shall also make all repairs thereto caused or permitted by such Owner's negligence, misuse, neglect, or otherwise except to the extent covered by insurance.

Repair or Reconstruction after Fire or Other Casualty

In the event that the Building or any part thereof is damaged or destroyed by fire or other casualty, the Board of Managers will, except as set forth below, arrange for the prompt repair and restoration thereof (including each Unit, but excluding fixtures, furniture, furnishings or other personal property not constituting a part of such Unit or supplied or installed by the Units Owner). In such event Unit Owners may be assessed for deficits, if any, in insurance proceeds.

If three-fourths or more of the Building is destroyed or substantially damaged and if the Unit Owners do not duly and promptly resolve to proceed with repair or restoration, the Property shall become subject to an action for partition at the suit of any Unit Owner or Mortgagee pursuant to Section 339-cc of the Condominium Act, in which event the Property will not be repaired and net assets of the Condominium, together with the net proceeds of insurance policies, if any, shall be divided among all Unit

Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of his share of such fund, such amounts as may be necessary to discharge all unpaid liens on his Unit in the order of the priority of such liens.

Liability of Board of Managers and Unit Owners

Every contract made by the Board of Managers or by any Managing Agent shall state that (a) it is made only as agent for all Unit Owners and such Board members or Managing Agent shall have no personal liability thereon (except in their capacities as Unit Owners) and (b) the liability of any Unit Owner with respect to such contract shall be limited to (i) such proportionate share of the total liability as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners, and (ii) except as otherwise determined by the Board of Managers in its sole and absolute discretion, such Unit Owner's interests in his Unit. Board members and officers shall have no liability to Unit Owners for errors of judgment, negligence or otherwise except that a Board member or officer shall be liable for his own bad faith or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units, indemnify each Condominium Board member or officer against any liability or claim except those arising out of his own bad faith or willful misconduct. The Board of Managers may contract or effect any other transactions with any Board member, any officer, any Unit Owner or the Sponsor or any affiliate of any of them without, except in case of bad faith or willful misconduct, incurring any liability for self dealing.

Reports to Unit Owners

An annual itemized accounting of the receipts and expenditures of the Condominium Board shall be submitted by the Board of Managers to all Unit Owners within 90 calendar days after the end of each fiscal year. Detailed books and records of receipts and expenditures affecting the Property and Administration of the Condominium shall be available for examination by the Unit Owners and by their respective duly authorized agents or attorneys in the office of the Managing Agent or of the Condominium during general business hours on working days at the times and in the manner set and announced by the Board of Managers for the general knowledge of the Unit Owners.

It is the obligation of the Board of Managers of the condominium to give all unit owners annually:

(1) a financial statement of the condominium prepared by a certified public accountant or public accountant by a specified date; such statement shall be certified while the sponsor is in control of the board of managers.

(2) prior notice of the annual unit owners' meeting; and

(3) a copy of the proposed annual budget of the condominium by a specified number of days prior to the date set for adoption thereof by the board of managers; while the sponsor is in control of the board of managers such budget shall be certified.

Amendments to Condominium Documents

The Declaration may be amended by consent of 2/3 which is 19 Unit owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Bylaws. The Percentage Common Interest appurtenant to each Unit shall not be altered without the approval in writing of every Unit Owner affected and their respective Mortgagees;

The Bylaws may be amended by the consent of 2/3 which is 19 Owners, cast in person or by proxy at a meeting duly held for such purpose, except that Article 8 of the Bylaws, which pertains to rights of Mortgagees, may not be amended without the written consent of each Mortgagee.

Termination of Condominium

The Condominium shall continue (unless terminated by casualty loss, condemnation or eminent domain as provided in the Bylaws) until such time as the Property shall be withdrawn from the provisions of the New York Condominium Act as a result of the vote to do so of all Unit Owners. In addition, the written consent of each Mortgagee shall be required before such vote is effective. In the event of withdrawal, the Property shall be subject to an action for partition by any Unit Owner or any lienor as if owned in common, in which event the net proceeds of the sale shall be divided among all Unit Owners in proportion to their respective Common Interests after first applying the share of the net proceeds of such sale otherwise payable to any Unit Owner to the payment of any liens on his Unit in the order of priority of such liens.

Procedures to Review Real Estate Tax Assessments

Unit Owners will be assessed and taxed on their Units and their share of the Common Elements, because, pursuant to Section 339-y of the Real Property Law, each Unit and its Common Interest is deemed to be a parcel for all types of assessment and taxation. Therefore, each Unit Owner will be responsible for initiating any review of his Unit's real estate tax assessment. In the event of any such review Sponsor will cooperate with the Unit owner.

Partition of Common Elements

The Common Elements cannot be divided or partitioned except as provided in the Condominium Act.

RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARD OF MANAGERS

Sale and Leasing of Units

Normally a Unit Owner may sell or lease his/her Unit without restriction except for the Right of First Refusal as set forth in Article 7 of the Bylaws. These include: the unit owners obligation to have paid all outstanding common charges attributable to the unit, the signing by the purchaser of said unit of a unit owner's power of attorney, and a prohibition on any severance of ownership of a unit from its appurtenant interests. The Board of Managers shall not otherwise have a right of first refusal.

Mortgages of Units

Each owner of a Unit may mortgage his or her Unit, provided that, with respect to Units other than the Unsold Units, the conditions with respect thereto set forth in Article 8 of the By-Laws are first complied with. As more fully set forth in said Article 8, these conditions include the requirements that:

(a) no Unit Owner shall be permitted to mortgage, pledge or hypothecate his or her Unit unless and until he or she shall have paid in full to the Condominium Board all unpaid Common Charges and special assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens, except the liens of Permitted Mortgages levied against such Unit;

(b) no Unit Owner shall execute any mortgage or other document mortgaging, pledging or hypothecating title to his or her Unit without including therein its Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any mortgage or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein;

(c) any mortgage covering a Unit shall be substantially in the form of the New York statutory form of mortgage, except for such changes or additions as may be required to permit a lender to make the loan;

(d) The Condominium Board is notified in writing of the making of such mortgage and is given a copy thereof. Sponsor or its designee, as the owner of Unsold Units, shall have the right to mortgage the Unsold Units without any restriction or limitation, except that the Condominium Board is required to be notified in writing of the making of such mortgage and is t be given a copy thereof.

Common Charges: Determination and Assessment

Common Expenses will be determined by the Board of Managers and will be borne solely by Unit Owners. Common Expenses include, among other things, all costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to Common Elements (excepting, however, costs and expenses in connection with normal maintenance of the Limited Common Elements) and may include amounts for certain other items as the Board of

Managers may deem proper, such as management, legal and audit fees and amounts for reserves. Common Expenses are allocated to Unit Owners in
accordance with their respective Common Interests.

At least annually the Condominium Board will prepare a budget for Common Expenses and allocate, as aforesaid, and assess Common Charges to the Unit Owners to meet such expenses. The Board of Managers will furnish copies of each budget on which common charges are based to all Unit Owners and advise such Owners of the amount of Common Charges payable by them. Unless otherwise determined by the Board of Managers, Common Charges will be payable monthly in advance on the first day of each month.

Common Charges: Collection and Lien for Non-Payment

No Unit Owner may exempt himself from liability for Common Charges by waiving use of any of the Common Elements or by abandonment of his Unit. No Unit Owner, however, will be liable for the payment of any part of the Common Charges assessed against his Unit subsequent to a permissible sale, transfer or other conveyance of such Unit.

On a resale of a Unit the Purchaser will be liable for the payment of Common Charges, accrued and unpaid against such Unit prior to his acquisition, except that, to the extent permitted by law, the holder of a mortgage or the purchaser of a Unit at a Mortgage foreclosure sale will not be liable for, and such Unit will not be subject to, a lien for the payment of such charges accrued prior to the foreclosure sale. In the event of a foreclosure by the Board of Managers of its lien on any Unit for unpaid Common Charges, if the net proceeds of the foreclosure sale shall be insufficient for the payment of such unpaid charges or if a Unit is acquired by a mortgagee or purchaser in foreclosure, the Unit Owner will remain liable for the unpaid balance. The Board of Managers will have the right to assess such unpaid balance as a Common Charge among all Unit Owners.

Under the provisions of Sections 339-z and 339-aa of the New York Condominium Act and Article 6.4 of the By-laws, the Board of Managers on behalf of all Unit Owners will have a lien on each Unit for unpaid Common Charges, together with interest thereon, assessed against such Unit. All such liens, however, to the extent permitted by applicable law, will be subordinate to liens for real estate taxes on the Unit and any sums unpaid on Mortgages of record on such Unit. Any lien for unpaid Common Charges against a Unit will be effective from and after filing of a verified notice thereof in the Office of the City Register of New York County, New York and until all sums secured thereby with the interest accrued thereon shall have been fully paid or until six years from the date of filing (unless foreclosure of such lien is started within such six-year period), whichever shall be
sooner. Such liens may be foreclosed by a suit brought in the name of the Board of Managers (acting on behalf of all Unit Owners) in like manner as the foreclosure of a mortgage on real property and/or action may be brought by the Board of Managers to recover the unpaid Common Charges without foreclosing the lien.

Any Unit Owner may, by conveying his or her unit, without consideration, to the Condominium

Board and complying with certain conditions set forth in the By-Laws in connection therewith, exempt himself or herself from Common Charges thereafter accruing. such conditions include the payment of all Common Charges and assessments then due and payable with respect to his or her Unit and such Unit being free and clear of all liens and encumbrances other than Permitted Mortgages and any statutory lien for unpaid Common Charges. However, in no event shall Sponsor or its designee be permitted to convey any Unsold Unit to the Condominium Board and thereby exempt itself from Common Charges attributable to such Unit thereafter accruing, unless:

(a) the aggregate Common Interests appertaining to the Unsold Units constitutes thirty three (33%) percent or less of the total Common Interests appertaining to all Units:

(b) at least five (5) years have elapsed since the first closing; and

(c) at the time of conveyance, Sponsor shall pay the Condominium Board a sum equal to the product of the then current monthly Common Charges for the Unsold Units being conveyed multiplied by 24.

In addition, Sponsor will cause the Board of managers to file a lien as provided in RPL Section 339-aa on any units for which Sponsor is more than 30 days in arrears of common charges while it is control of the Board.

Restrictions on Use of Units and Common Elements; Rules and Regulations

(a) Each Unit and the Common Elements shall be occupied and used as follows:

(1) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property or any part thereof without the prior written consent of the Board of Managers. No Unit Owners shall permit anything to be done or kept in such Owner's Unit or in the Common Elements which will result in the cancellation of insurance on the Property or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste shall be committed in the Common Elements.

(2) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. No cabaret, discotheque or pornographic use will be made of any portion of the premises. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion or use of the Property shall be complied with by and at the sole expense of the Unit Owner or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property, and, if the latter, then the cost of such compliance shall be a Common Expense.

(3) Nothing shall be altered or constructed or removed from the Common Elements

by a Unit Owner (other than a Unit Owner's personal property) except upon prior written consent of the Board of Managers.

(4) The Common Elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the Units.

(5) No Condominium Unit shall be rented or leased for transient or hotel purposes or in any event for any period less than six months. No Unit Owner shall lease a Condominium Unit other than on a standard form of lease approved by the Board of Managers, which standard lease shall provide that any failure of the lessee to comply with the Declaration or the Bylaws shall be a default under such lease. Each Unit Owner shall, promptly following the execution of any such lease, forward a conformed copy thereof to the Board of Managers in accordance with Article 7.2 of the Bylaws. The foregoing provisions of this subparagraph shall not apply to the Sponsor or to a Mortgagee in possession as a result of a foreclosure or other judicial sale or as a result of any proceeding or transfer in lieu of foreclosure, during the period of such Mortgagee's possession.

(6) No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any of the Common Elements.

(7) The maintenance, keeping, boarding or raising of animals, livestock, poultry or reptiles of any kind, including small, orderly domestic pets regardless of number, shall be and is prohibited within any Unit or upon the Common Elements.

(8) Nothing shall be affixed to the exterior of any Building, including without limitation window air conditioners, television or radio antennas or other electrical apparatus, except as otherwise permitted by law.

(9) Each Unit and the Common Elements shall be occupied and used in compliance with the Rules and Regulations which may be promulgated and amended by the Board of Managers. Copies of the Rules and Regulations shall be furnished by the Board of Managers to each Unit Owner. Amendments to the Rules and Regulations shall be conspicuously posted prior to the time when the same shall become effective and copies thereof shall be furnished to each Unit Owner upon request.

Use of Units

In order to provide for the congenial occupancy of the Building, the Bylaws provide that, except as otherwise set forth in the Declaration or specifically permitted by the Board of Managers, each Unit may be used only in such a manner as is consistent with the law, and only by the owner thereof, or guests, customers, or business invitees by Owner.

Further restrictions on the use and leasing of Units, such as restrictions on incidental business use, are set forth in the Bylaws and in the Rules and Regulations made in accordance therewith.

Repairs to and Maintenance of Units and Common Elements

Generally, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary, (a) in or to any Unit (other than to the Common Elements included therein) and the interior side of entrance doors thereto will be made by the Owner of such Unit at such Unit Owner's sole cost and expense, and (b) in or to the Common
Elements will be made by the Condominium Board of Managers and the cost and expense thereof will be charged to the Unit Owners as a Common Expense. Normal maintenance of any Limited Common Elements will, however, be the responsibility and the expense of the Unit Owner of the Unit to which the Limited Common Elements are appurtenant. Normal maintenance includes keeping the Limited Common Elements free and clear of snow, ice and any accumulation of water.

The Bylaws provide that each Unit and its Common Elements shall be kept in first class condition (and with respect to any terrace, roof or other part of the Property exposed to the elements, free of snow, ice and accumulation of water) by the Unit Owner or Board of Managers, whichever is responsible for the maintenance thereof. In the event that any Unit Owner fails to keep his Unit or appurtenant Limited Common Elements in such condition the Board of Managers may, at the expense of the Unit Owner, enter his Unit or such Limited Common Elements and perform such acts as are necessary to cure such default (see "Rights of Access" Article 5.9 of the Bylaws.)

In addition, such Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from such Owner's failure to make any required repairs, or from such Owner's negligence or abuse.

Alterations and Improvements of Units and Common Elements

Unit Owner may make any structural alteration, addition, improvement or repair in or to their Unit without the prior written approval of the Board of Managers provided such alterations do not jeopardize the certificate of occupancy or violate any laws.

Generally, all alterations, additions or improvements in or to any Common Element will be made by the Board of Managers and the cost and expense thereof will be charged to all Unit Owners as a Common Expense.

Insurance Coverage

Article 5.4 of the Bylaws sets forth in full details concerning Insurance. Generally, the Board of Managers shall obtain and maintain the following insurance:

(1) A policy in an amount sufficient to avoid the effects of co-insurance covering "all risk" perils, including fire insurance with extended coverage, vandalism and malicious mischief endorsements. Such insurance shall include all of the Units created or to be created and the floor coverings and bathroom if any initially conveyed with the Units by the Sponsor, but shall not include furniture, furnishings or other personal property or improvements supplied or installed by Unit Owners. Amounts of coverage shall be determined annually by the Board of Managers with the assistance of the insurance company affording such coverage;

(2) Workmen's Compensation insurance and New York State disability benefits insurance, if and to the extent necessary to meet the requirements of law; and

(3) Such other insurance as the Board of Managers may determine or as may be requested from time to time by a majority of the Unit Owners.

The Board of Managers shall obtain and maintain, to the extent obtainable, public liability insurance for bodily injury and property damage (including, with regard to the Board of Managers and the Managing Agent, if any, libel, slander, false arrest, wrongful eviction and invasion of privacy coverages) covering the Board of Managers, the Managing Agent, if any, and each Unit Owner. All such insurance shall be carried in such limits as the Board of Managers may from time to time determine, insuring, as appropriate, each member of the Board of Managers, each officer, the Managing Agent, if any, all employees of the Condominium and each Unit Owner against any liability to the public or to the Unit Owners (and their invitees, agents, and employees) arising out of or incident to the ownership or use of the Common Elements. Such insurance shall be issued on a comprehensive liability basis and shall contain: a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to any action against another named insured and a "severability of interest" endorsement which shall preclude the insurer from denying liability to a Unit Owner because of negligent acts of another Unit Owner. The Board of Managers shall review policies and limits once each year.

If required by any governmental or quasi-governmental agency, the Board of Managers shall obtain flood insurance in accordance with the then applicable regulations of such agency. The cost of all insurance purchased by the Board of Managers pursuant to Section 5.4 of the Bylaws shall be a Common Expense.

Neither the Board of Managers nor the Unit Owners shall be required to obtain any coverages required by the Bylaws or be liable for any loss or damage resulting from any failure to obtain such coverage if such failure is due to the unavailability of such coverages from reputable insurance companies, or if such coverages are so available only at demonstrably unreasonable cost. Insurance coverage for

contents of a Unit and Directors and officers insurance are not currently offered by Sponsor, nor are automobile or excess liability coverages offered. These, however, are available, and may be purchased by the Board of Managers, or Unit Owners, as appropriate for various types of coverages.

Casualty or Condemnation. (A) In the event that either (i) the Building or any part thereof is damaged or destroyed by fire or other casualty (hereinafter referred to as a "Casualty Loss") or (ii) the General Common Elements or any part thereof is taken in condemnation or by eminent domain (hereinafter referred to as a "Taking"), the net insurance proceeds payable under the insurance policies maintained by the Condominium Board by reason of such Casualty Loss or the net condemnation awards receivable by reason of such Taking, as the case may be, shall be payable to the Condominium Board. All such monies actually received (hereinafter referred to as the "Trust Funds") shall be held in trust for the benefit of all Unit Owners and their Permitted Mortgagees and shall be disbursed to the affected unit owner or owners in accordance with their loss and the percentage of the common interests appurtenant to their units.

Separate Insurance

Each Unit Owner shall have the right, at such Owner's expense, to obtain casualty and liability insurance coverage upon personal property, and for personal liability and theft; provided that no Unit Owner shall be entitled to exercise such right so as to decrease the amount which the Board of Managers, on behalf of all Unit Owners, may realize under any insurance policy on the Property or to cause any insurance coverage maintained by the Board of Managers to be brought into contribution with such additional insurance coverage obtained by a Unit Owner.

Rights of Access

As more fully set forth in Article 5.9 of the Bylaws, the Board of Managers, any Managing Agent and other persons authorized by the Board of Managers will have a right of access to any Unit for the purposes, among other things, of making inspections of, or removing, violations of governmental laws or regulations and of curing defaults by the Owner of such Unit under the Declaration, Bylaws or Rules and Regulations enacted in accordance therewith or of correcting any conditions originating in any Unit and threatening another Unit or any Common Element.

The Sponsor and its contractors, subcontractors, agents and employees will have a right of access to each Unit and to all of the Common Elements for purposes of completing construction of the Building and fulfilling the Sponsor's obligations hereunder.

Compliance with Terms of Declaration, Bylaws and Rules and Regulations Made in Accordance Therewith

Each Unit Owner must strictly comply with the provisions of the Declaration, Bylaws and the Rules and Regulations made in accordance therewith. Failure to comply is grounds for an action for damages or injunctive relief, or both. The Bylaws will be recorded with the Declaration in the Office of the City Register, Kings County.

REAL ESTATE TAXES

Taxes

After the units are separately assessed, each unit will be taxed as a separate tax lot for real estate tax purposes and the unit owner will not be responsible for the payment or non-payment of taxes on any other units, nor will his or her unit be subjected to any lien arising from the same. In the event that the units are not separately assessed at the time of the closing, the following procedure will be applicable:

1. To the extent that the taxes have been paid by the condominium for the 6 month period, there will be an adjustment made at the time of the closing in the amount of the prepaid taxes with respect to this unit. The adjustment will be based on the percentage common interest allocated to the unit.

2. The unit owner will be required to pay the entire amount of tax allocated to his unit at the time that the Board of Managers is required to make its real estate tax payment to the City of New York. The allocation for taxes will be based on the unit's percentage of common interest allocated to the unit.

Taxes are assessed by the Property Tax Division of the Department of Finance of the City of New York. The tax assessments of condominium apartment buildings are governed by Section 581 of the Real Property Tax Law. This law requires the tax assessor to disregard the condominium form of ownership in valuing such properties and to value the building in the same manner as similar but non-condominium owned rental buildings. The assessment for taxes is based on a percentage of fair market value of the building. The basis for the amount of real estate taxes payable by unit owners in the first year of condominium operation as set forth in Schedule A is in accordance with its percentage of common interest. The assessing authorities may allocate the tax assessment to each unit on a basis that differs from the allocation of common interest. Since actual figures are not currently available, the figures set forth in Schedule A are based on estimated data. The applicable tax rate is 11% of assessed value. The projected estimated taxes are calculated as follows by the following formula:

		AV	x	Rate	=	Taxes
Community facility unit		$15,923.00		12		$1910.76
1)	Unit 2A	$ 4,765.00		12		$ 571.80
2)	Unit 2B	$ 4,144.00		12		$ 497.28
3)	Unit 2C	$ 2,835.00		12		$ 340.20
4)	Unit 2D	$ 4,922.00		12		$ 590.64
5)	Unit 2E	$ 4,596.00		12		$ 551.52
6)	Unit 2F	$ 4,549.00		12		$ 545.88

7)	Unit 2G	$ 4,549.00	12	$ 545.88
8)	Unit 2H	$ 3,147.00	12	$ 377.64
9)	Unit 3A	$ 4,751.00	12	$ 570.12
10)	Unit 3B	$ 4,144.00	12	$ 497.28
11)	Unit 3C	$ 5,717.00	12	$ 686.04
12)	Unit 3D	$ 4,923.00	12	$ 590.76
13)	Unit 3E	$ 5,094.00	12	$ 611.28
14)	Unit 3F	$ 4,549.00	12	$ 545.88
15)	Unit 3G	$ 4,549.00	12	$ 545.88
16)	Unit 3H	$ 3,147.00	12	$ 377.64
17)	Unit 4A	$ 4,720.00	12	$ 566.40
18)	Unit 4B	$ 4,144.00	12	$ 497.28
19)	Unit 4D	$ 4,907.00	12	$ 588.84
20)	Unit 4F	$ 7,010.00	12	$ 841.20
21)	Unit 4G	$ 4,564.00	12	$ 547.68
22)	Unit 4H	$ 3,147.00	12	$ 377.64
23)	Unit 5A	$ 4,720.00	12	$ 566.40
24)	Unit 5B	$ 5,437.00	12	$ 652.44
25)	Unit 5C	$ 4,393.00	12	$ 527.16
26)	Unit 5D	$ 4,907.00	12	$ 588.84
27)	Unit 5E	$ 6,777.00	12	$ 813.24
28)	Unit 5G	$ 7,119.00	12	$ 854.28
29)	Unit PS1	$ 405.00	12	$ 48.60
30)	Unit PS2	$ 405.00	12	$ 48.60
31)	Unit PS3	$ 405.00	12	$ 48.60
32)	Unit PS4	$ 405.00	12	$ 48.60
33)	Unit PS5	$ 405.00	12	$ 48.60

34)	Unit PS6	$ 405.00	12	$ 48.60
35)	Unit PS7	$ 405.00	12	$ 48.60
36)	Unit PS8	$ 405.00	12	$ 48.60
37)	Unit PS9	$ 405.00	12	$ 48.60
38)	Unit PS10	$ 405.00	12	$ 48.60
39)	Unit PS11	$ 405.00	12	$ 48.60
40)	Unit PS12	$ 405.00	12	$ 48.60
41)	Unit PS13	$ 405.00	12	$ 48.60
42)	Unit PS14	$ 405.00	12	$ 48.60
43)	Unit PS 15	$ 405.00	12	$ 48.60
44)	Unit PS16	$ 405.00	12	$ 48.60
45)	Unit PS17	$ 405.00	12	$ 48.60
46)	Unit PS18	$ 405.00	12	$ 48.60
47)	Unit PS19	$ 405.00	12	$ 48.60

See opinion of Victor Gartenstein regarding the tax abatement.

INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS

In the opinion of Victor Gartenstein P.C., 3711 Shore Parkway, Brooklyn, N.Y. 11235, a copy of which is contained in this prospectus, the residential units on this property should qualify for tax exemption benefits over a period of fifteen years, according to a schedule. The statutory authority for this exemption is Section 421-A of the Real Property Tax Law. The specific details of the program are spelled out in the opinion of Victor Gartenstein, Esq. All the representations of fact contained in that opinion are representations of the Sponsor. Sponsor will use its best efforts to obtain the benefits described in the aforementioned letter.(See Schedule A and footnotes thereto)

If abatement or exemption benefits are not yet in place at the time of the first closing, each Unit Owner will be taxed at the non-exempt rate until the exemption takes effect. (See Schedule A at page 17 for the projected effect this will have on carrying costs). Purchaser will be expected to pay its proportionate share of the costs of obtaining such a tax abatement.

Sponsor represents that:

(a) All records required by HPD will be kept by Sponsor and made available to HPD upon request. HPD routinely conducts audits which may result in the reduction or revocation of benefits if proper documentation is not produced.

(b) All applications required to process and maintain the benefits will be timely filed, and all other required procedures will be complied with so that benefits will not be lost. Upon closing all tax benefit information will be made available to the Board of Managers for inspection and copying and will remain available for the life of the benefits.

No tax certiorari proceedings are pending.

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COUNSEL
WALLACE PRINCE

July 15, 2004

355 Realty Associates LLC
2390 McDonald Avenue
Brooklyn, New York 11223

Re: **Tax Exemption Benefits**
Name of Project: **355 Kings Highway Condominium**
355 Kings Highway
Brooklyn, NY

Gentlemen:

Pursuant to your request, I have reviewed the Offering Plan (the "Plan") for Imperial Park Condominium (the "Condominium") and the documents referred to therein.

You have requested my opinion, based on my review of the foregoing and assuming that the Plan is consummated in accordance with its terms, as to whether under present laws and regulations the residential units in the Condominium will be eligible upon their completion for the partial real estate tax exemption under Section 421-A of the Real Property Tax Law of promulgated by the New York City Department of Housing Preservation and Development ("HPD").

CONCLUSION

Based solely on my review of the Plan, the RPTL and the Rules and Regulations referred to above, as well as the validity and correctness of the assumptions hereinafter set forth, it is my opinion that, subject to changes in the RPTL or the regulations or rulings issued thereunder, or any judicial interpretations thereof, upon which I have based this option, the completed residential units will be eligible for partial real estate tax exemption under Section 421-a of the RPTL. It is anticipated that 421-a benefits will be available to the non-residential units, as a recent Supreme Court New York County Decision (D.A. Alamo Associates vs. Commissioner of Finance, New York Law Journal 12/4/85) held that in a condominium with non-residential space as this one is, the non-residential space up to 12% of the gross area of the project was entitled to exemption, the City of New York as appealed the decision. The recent New York Court of Appeals decision (matter of D.S. Alamo Associates, NO. 2 New York Law Journal 12/18/88) upholds the lower court ruling.

DISCUSSION

In order for the completed units to be eligible for partial real estate tax exemption under Section 421-a of the RPTL and the applicable Rules and Regulations of HPD, the following major requirements will have to be satisfied:

1 The project must contain new multiple dwellings with three or more dwelling units. Since the site will be comprised of twenty eight (28) dwelling units, the first requirement will clearly be stated.

2) The construction of the units must have commenced on or after January 1, 1975. The Sponsor has advised us that regarding the project located at 355 Kings Highway, Brooklyn, NY, installation of footings commenced November 5, 2003 and the sponsor expects to complete all the units by March 31, 2005. We assume but cannot guarantee, the commencement and completion of such second requirement for all the units in the condominium. In addition, the deadlines may be extended by appropriate legislation.

3) The land on which the buildings are constructed must have been vacant, predominantly vacant or under utilized or improved with a non-conforming use thirty-six months prior to commencement of construction. It may not be mapped as a public park or utilized for ten or more consecutive years prior to October 1, 1971, as a private park. The sponsor, has advised us that the land in this matter was qualified as underutilized and predominately vacant. Assuming that such advice is correct, but not having independently verified it, the third requirement will be fulfilled.

4) We understand that an application for a Preliminary Certificate of Eligibility must be filed prior to the initial occupancy of a unit and within 90 days from the date of issuance of a Temporary Certificate of Occupancy for the residential portions of the unit or the date of issuance of the Permanent Certificate of Eligibility must be filed with the Real Property Assessment Bureau of the New York City Department of Finance at stated time.

Although there are a number of additional criteria for determining eligibility for Section 421-a benefits, most of them are not applicable to the units, we assume that they will be satisfied.

If the foregoing assumptions are accurate and valid and HPD therefore approves the units for partial real estate tax exemption under Section 421-a of the RPTL, the residential units shall be exempt from taxation for local purposes, other than fifteen (15) years in the aggregate after the taxable status date immediately following completion of construction. The real estate taxes on the residential units (but not of the previous land and improvements) will be partially exempted during the fifteen (15) year declining period, as set forth below.

Year	Percentage Exemption On Improvements
1	100%
2	100%
3	100%
4	100%
5	100%

6	100%
7	100%
8	100%
9	100%
10	100%
11	100%
12	80%
13	60%
14	40%
15	20%
16	0%

The RPTL requires that taxes shall be paid in each tax year during such period in the amount of taxes payable at the current tax rate on the assessed valuation of the land and any improvements thereon during the tax year preceding the commencement of construction. It is further understood that the first 12% of the commercial space (as determined by HPD) shall be entitled to said exemption. Any excess over the 12% shall not benefit from said exemption.

The total assessed value of the property located at 355 Kings Highway, Brooklyn, New York, Block 6653, lot 33, for tax year 2002/2003 (the tax year prior to commencement of construction) was $155,790.00. Based upon such advice, once the final Certificate of Eligibility is issued for the condo units, the taxable assessed valuation for their residential units and first 12% of any commercial space, should be no greater than $155,790.00 starting from commencement of construction and for the first eleven years after commencement of construction, the real estate for each year should be no greater than $18,694.00 based on a tax rate of $12.00 per $100.00 of assessed valuation.

I consent to the inclusion of this opinion in the Plan.

No warranties are made that HPD will approve the Section 421-a application or that the laws or regulations upon which the undersigned partially bases his opinion will not change.

In addition, I have not passed upon the accuracy of any figures or estimates contained in the Plan, and do not warrant the amount of tax savings if the units receive partial real estate exemption.

Very truly yours,
VICTOR GARTENSTEIN, P.C.

By: _____

355Condo\355.Opn

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COUNSEL
WALLACE PRINCE

August 14, 2002

355 Realty Associates LLC
2390 McDonald Avenue
Brooklyn, New York 11223

re: Offering Plan ("Plan" for
the conversion to Condominium
Ownership of Premises known as
355 Kings Highway, Brooklyn, New York
(the "Property")

Gentlemen:

You have requested our opinion with regard to certain Federal, New York State and New York City income tax matters relating to a person ("Unit Owner") who purchases a residential condominium unit ("Unit") under the Plan.

In connection with this opinion, we have reviewed the Plan including the exhibits thereto and such other documents as we considered necessary for the purposes of this opinion.

The opinion expressed herein are based upon the assumptions that the Plan becomes effective and is consummated in accordance with its terms and condominium ownership of the Property is validly established. All terms not otherwise defined herein shall have the same meanings ascribed to them in the Plan.

I. Tax Deductions for Unit Owners

Under the Plan:

(1) a Unit Owner will receive legal title in fee simple to the Unit coupled with ownership of an individual interest in the land and appurtenances and all other parts of the Property held in common with other Unit Owners (the "Common Elements");

(2) each Unit will be a separate tax lot for the purposes of The New York City real estate tax, and the Unit Owner will be directly liable to The City for the real estate tax assessment with respect to his Unit, but not with respect to any other Unit;

(3) subject to certain restrictions as to form, a Unit Owner may mortgage his/her Unit as (s)he wishes, and will be individually liable for payment of principal and interest (and/or finance charges) on such mortgage but the Unit will not be subject to the lien of any mortgage placed on other Units; and

(4) a Unit Owner may separately transfer his/her Unit subject, with certain exceptions, to certain rights of the Condominium Board.

Accordingly, it is our opinion that a Unit Owner who itemizes deductions will be entitled to deduct, for Federal income tax purposes, real estate taxes assessed against his/her Unit as well as interest on any mortgage indebtedness secured by his/her Unit.[2]
expenses will be deductible when paid or accrued in accordance with the Unit Owner's method of accounting. In addition to the interest and real estate tax deductions discussed above, a Unit

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[2] * See Sections 163 (interest) and 164 (taxes) of the Internal Revenue Code of 1954, as amended (the "Code"); Revenue Ruling 64-31, 1964-1 (Part I) Cum. Bull. 300.** These

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* However, the Internal Revenue Code of 1986, as amended, provides that if the Unit Owner has more than two (2) residences, he/she will not be able to deduct his/her interest of his/her condominium unit loan. See section "Taxes: Deductions to Unit Owners and Tax Status of the Condominium."

** The New York State and City tax laws incorporate by reference Federal itemized deductions in regard to resident individuals (see N.Y. Tax Law Section 615; N.Y.C. Admin. Code Section T46-115.0) and for corporations (see N.Y. Tax Law Section 208.9; N.Y.C. Admin. Code R46-2.0.8). Hence, all Federal authorities hereinafter referred to should, for (footnote continued)

Owner who uses all or part of his Unit in the conduct of his trade or business or for the production of income may deduct a portion of common charges allocable to such use. Each such Unit Owner will be entitled to deduct cost recovery on his Unit (similar to depreciation), computed separately and based upon the cost of his Unit (see Code Section 1012). Such deduction may be determined under Code Section 168 by using the straight-line method or under ACRS tables which approximate the use of 175% declining balance method, switching to straight-line recovery in later years. The excess of accelerated cost recover deductions over deductions computed using the straight-line method is an item of tax preference and may result in Unit Owners incurring alternative minimum tax. The amount permitted deductions have been modified by the Internal Revenue Code 1986. The deduction of Common Charges is limited to that portion which does not exceed the Unit Owners' share of expenses paid or incurred through the Condominium and which would constitute trade or business expenses under Code Section 162 or would constitute expenses for the production of income under Code Section 212, if they were paid directly by the Unit Owner. Common Charges may exceed the deductible amount to the extent that Common Charges are used by the Condominium Board to finance capital expenditures or reserves. The amount used to fund capital expenditures or reserves are not deductible and must be capitalized by Unit Owners, increasing the basis in the Unit and thus the cost recovery deduction available for that Unit.

II. Tax Treatment of Condominium and Board of Managers

Under the Plan, the Condominium, via the Board of Managers, will determine, assess to, and collect from, all Unit Owners, in proportion to their respective Common Interests, the Common Charges to pay the costs and expenses of operating, repairing and maintaining the Common Elements.

The tax status of the Condominium Board is uncertain and turns upon whether the Condominium Board is treated as a mere conduit for Unit Owners or as an association taxable as a corporation.

If the Condominium Board is deemed to be the conduit for the Unit Owners, all income of the Condominium, such as investment income earned on interim investments or rent on any Unit it acquires, less the applicable expenses of earning such income, will be deemed income to the Unit Owners and taxable to them. However, Common Charges will not be considered income to the Condominium Board.

The Service, however, may take the position that the Unit Owners, acting through the Condominium Board, constitute an association taxable as a corporation (an "Association")[3]*

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[3]* If such an association were found to exist, it is our view that it would not constitute a tax exempt organization under Section 501(c) as an organization operated exclusively for the promotion of social welfare (cf. Rev. Rul. 74-99, 1974-1 Cum. Bull. 131).

because of, e.g.:

(1) the Board's centralized management powers over the Building;

(2) the attempt to limit contractual liability of Unit Owners, for the contracts entered into by the Condominium, to the Unit Owner's proportionate share of such liability in accordance with their common interest in the entire Condominium; and

(3) the possibility of perpetual life. (See Treas. Reg. 301.7701.2, and discussion in Shapiro, Commercial Condominiums: Tax Considerations for Unit Purchasers and the Association, 41 J. TAXATION 204, 206-08 (Oct. 1984) and Wolitzer, Condominium -- Organization, Taxes and Accounting, XL N.Y.C.P.A. 893, 899-900 (Nov. 1970).)

If the Condominium were treated as an association taxable as a corporation it would be subject to Federal income tax on the excess of the portion of its receipts including Common Charges and laundry concession income which is deemed to constitute gross income over any deductible expenses.

To the extent that any portion of the Common Charge receipts is segregated and used to finance specified capital expenditures or reserves, said portion may be excluded from gross income of the Association. (See Rev. rul. 74-563, 1974-2 Cum. Bull. 38; L.R.B. 1974-47.6; and Lake Petersburg Ass'n v. Commissioner, 33 CCH Tax Ct. Mem. 259 (1974).) In such event, the Unit Owners might be required to pay further Common Charges to fund the Federal income tax liability of the Association. Any such Common Charges would probably be deemed to constitute additional gross income to the Association -- upon which further Federal tax would be owing. See Old Colony Trust Co. v. Commissioner, 279 U.S. 716 (1929), and cf. Rev. Rul. 74-75, 1974-1 Cum. Bull. 19.

In an effort to resolve the above uncertainty, Section 528 was added to the Code, pursuant to which the Condominium Board may, if qualified, elect to exclude from income the Common Charges payable by Unit Owners. (New York State and New York City have not adopted a similar statute.) This exemption is available to the Condominium Board only if:

(i) 60% or more of the gross income for the taxable year is received as fees or assessments from owners of Units ("Exempt Function Income"); and

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(ii) 90% or more of the expenditures for the taxable year are for management, acquisition, maintenance and care of the Common Elements.

(iii) 85% or more of the total square footage of all Units within the Condominium must be used by individuals for residential purposes; and

(iv) No part of the net earnings may inure to the benefit of any private individual except through the rebate of excess assessments or indirectly through the acquisition, management and maintenance of association property.

A Condominium meeting the requirements of Section 528 of the Code and electing to be exempt from federal income tax on exempt function income would be taxable at corporate rates, with some minor modifications, on the amount by which its non-exempt function income exceeds the amount of allowable deductions which are directly connected with the production of such income.

It is our opinion that the Condominium will meet the requirements fore election of Section 528 during its first year of operation. Thus the Condominium may make such election during the first year if it is advantageous. However, since the requirements for election under Section 528 are applied annually it cannot now be determined whether the Condominium may elect Section 528 treatment in any subsequent tax year.

We express no views as to any Federal, New York State and/or New York City tax consequences or as to any aspects of the Plan other than those explicitly discussed in this opinion. Nor do we express any view as to the tax status and tax consequences of the Plan under the laws of any other U.S. or foreign jurisdictions. This opinion does not deal with tax consequences which may result to a foreign Unit Owner by reason of his foreign status. This opinion also does not deal with the tax consequences which may arise if Units are acquired and/or leased by the Condominium Board or with respect to whether a Unit Owner may be deemed a resident of New York City due to ownership of a Unit. We therefore strongly advise each person contemplating the purchase of a Unit to consult his own tax advisor as to all such tax matters (including the tax matters discussed in this opinion).

We make no warranty that the Internal Revenue Service, the New York State Department of Taxation and Finance or the Finance Administration of The City of New York will accept any or all of the views stated above. Moreover, the Federal, State and City tax laws and regulations (and the rulings and decisions thereunder) may change and thereby affect, in whole or in part, the views stated above.

We consent to the incorporation of this opinion in the Plan.

Very truly yours,
Victor Gartenstein, P.C.

By: _____

(footnote continued)

the most part, apply under the New York State and/or City income tax statutes and to the extent that deductions are permitted for Federal tax purposes, they will be permitted for New York State and New York City tax purposes. It should be noted, however, that (i) for New York State and New York City income tax purposes, the interest and real estate tax deductions discussed herein may be reduced for a taxpayer who has certain specified items of tax preference (see N.Y. Tax Law Section 622; N.Y.C. Admin. Code Section T46-122.0); and (ii) for Federal Income Tax purposes, A Unit Owner may be liable for an alternative minimum tax based upon certain deductions taken (including interest on mortgages) (see Section 55 of the Internal Revenue Code). New York State also imposes a minimum tax based on certain Federal tax preference items including adjusted itemized deductions. See N.Y. Tax Law Sections 601-A and 622.

IN OUR OPINION, EACH UNIT OWNER WILL BE ENTITLED TO INCOME TAX DEDUCTIONS AS DESCRIBED ABOVE. HOWEVER, THIS OPINION IS NOT A GUARANTEE; IT IS BASED UPON EXISTING RULES OF LAW APPLIED TO THE FACTS AND DOCUMENTS REFERRED TO ABOVE. NO ASSURANCES CAN BE GIVEN THAT THE TAX LAWS UPON WHICH COUNSEL BASE THIS OPINION WILL NOT CHANGE. IN NO EVENT WILL THE SPONSOR, THE SPONSOR'S COUNSEL, THE CONDOMINIUM BOARD, COUNSEL TO THE CONDOMINIUM BOARD, THE SELLING AGENT OR ANY OTHER PERSON BE LIABLE IF THERE ARE CHANGES IN THE FACTS ON WHICH COUNSEL RELIED IN ISSUING THIS OPINION, OR IF THERE ARE CHANGES IN THE APPLICABLE STATUES, REGULATIONS, DECISIONAL LAW OR INTERNAL REVENUE SERVICE RULINGS ON WHICH COUNSEL RELIED WHICH CAUSE THE CONDOMINIUM TO CEASE TO MEET THE REQUIREMENTS OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, OR THE NEW YORK STATE TAX LAW, AS AMENDED.

RESERVE FUND

As this is a new construction, there will be no reserve fund established by the Sponsor.

WORKING CAPITAL FUND

The Sponsor, as agent of the Board of Managers, will collect from each original Purchaser at the time of closing, a "Working Capital Fund" equal to twice the estimated monthly Common Charges for each Unit. The Sponsor will deliver the funds so collected to the Board of Managers to provide the necessary working capital for the Condominium. Such funds may be used for certain prepaid items, organizational, equipment and supply costs, and for such other purposes as the Board of Managers may determine. There will be no reserve fund for major capital improvements or repair. The Working Capital Fund will not be used to reduce the projected common charges while the sponsor is in control of the Board of Managers.

NO REPRESENTATION IS MADE THAT THE INITIAL WORKING CAPITAL FUND WILL BE ADEQUATE TO COVER CURRENT OR FUTURE EXPENSES, INCLUDING REPAIRS OR REPLACEMENTS, AND IF ADDITIONAL FUNDS ARE REQUIRED OVER AND ABOVE THE INITIAL CAPITAL FUND, IT MAY BE NECESSARY FOR THE BOARD OF MANAGERS TO INCREASE THE CHARGES.

NEITHER THE ATTORNEY GENERAL NOR ANY OTHER GOVERNMENT AGENCY HAS PASSED UPON THE ADEQUACY OF THE INITIAL CAPITAL FUND OR THE PHYSICAL CONDITION OF THE BUILDING.

IDENTITY OF THE PARTIES

Sponsor: The Sponsor, 355 Realty Associates LLC, maintains an office at 2390 McDonald Avenue, Brooklyn, New York. It has not been been involved in any offering of property for sale as a condominium or cooperative or business association hitherto. Its members are:

Michael J. Marino, [redacted] Neponsit, New York 11694, Anthony Piscione, [redacted] Bellmore, New York both of whom have been involved in construction and the management of real estate for over 10 years.

Michael J. Marino has been involved as a principal of Ocean Parkway Associates 150 LLC. The public offering is known as Imperial Park Condominium and consists of 26 residential units and 1 community facility. The Attorney General file number is CD000148 and was approved March 4, 2002. He has also been involved as a principal of 183 Beach 117 th Associates LLC. The public offering is known as 183 Beach 117th Street Condominiums and consists of three residential units. The Attorney General file number is CD020025 and was approved December 12, 2002. He has also been involved as a principal of 181 Beach 117th Associates LLC. The public offering is known as 181 Beach 117th Street Condominiums and consists of three residential units. The Attorney General file number is CD020024 and was approved December 12, 2002.

Anthony Piscione has been involved as a principal of Ocean Parkway Associates 150 LLC.

Ahron Hersh with as address at 10 West 33rd Street, 3rd Floor, New York, New York 10001, Ahron Hersh , as Trustee of the Toby Hersh 2000 Irrevocable Trust, Toby Hersh, as Trustee, of the Ahron Hersh 2000 Irrevocable Trust, c/o Ahron Hersh, 10 West 33rd Street, 3rd Floor, New York, New York 10001 and has not been involved in any offering of property for sale as a condominium of cooperative or business association herethereof.

Selling Agent: Sponsor does not contemplate utilizing any selling agent but is instead using its own personnel in connection with the sale of the Units nothwithstanding that there is no such prior experience.

Sponsor's Attorneys: The Sponsor is represented by the law firm of Victor Gartenstein, P.C., 3711 Shore Parkway, Brooklyn, New York 11235, the attorney who prepared this Plan and is responsible for all legal matters pertaining to this Plan is Alan Blumenfeld, Esq.

Sponsor will be represented at the closings of each unit by the law firm of Victor Gartenstein, P.C., 3711 Shore Parkway, Brooklyn, N.Y., 11235.

Neither the law firm of Victor Gartenstein or the attorneys associated with the office of Victor Gartenstein have any interest in sponsor.

Architect: The Sponsor's architect is Felix Tambasco with an office at, 356 Fulton Street,

Brooklyn, New York 11201. Sponsor's architect has been licensed since 1989 and has previously been involved in preparing plans. Sponsor's architect has no interest in sponsor.

Neither the sponsor, its principal, the selling agent or the managing agent has any felony conviction, bankruptcy or judgement against them.

MANAGEMENT AGREEMENT

The property will be managed by Vision Property Management, pursuant to an agreement dated August 2004. The company is owned by Michael J. Marino and Anthony Piscione. The major points of the agreement are as follows:

The term of the agreement is two years from March 1, 2005 until March 1, 2006. However, the agent has the right to terminate the agreement at the end of a calendar month upon ninety (90) days notice. This agreement may also be terminated upon thirty (30) days notice by the Board of Managers.

The total compensation to be received by the managing agent will be $25,200.00 per year payable in monthly installments. In addition, the agent shall receive a fee of $300.00 plus costs for each credit application it processes for the Board in connection with the sale or lease of units. The agent may also, if it is requested to do so by the Board, receive commission for leasing space of selling units.

The agent shall be responsible for hiring and compensating personnel, maintenance of the common elements, removal and correction of violations, entering into contracts to provide building services, services, collection of common charges, maintenance of financial statements, reviewing and paying (with Board approval) bills from providers of services, reviewing applications from prospective purchasers and tenants of units, arranging for and planning agendas of Board Meetings, establishing bank accounts, and generally doing all things reasonable and necessary for the proper maintenance of the building.

The Board will be obligated to carry liability insurance, which names the agent as an additional insured. The agent will also carry its own insurance, indemnifying the Board for claims or loss due to the negligence wrongful acts omissions or defaults or its failure to comply with its obligations under the agreement.

This agreement is not assignable by the agent without the consent of the Board.

REPORTS TO UNIT OWNERS

An annual itemized accounting of the receipts and expenditures of the Condominium Board shall be submitted by the Board of Managers to all Unit Owners within 90 calendar days after the end of each fiscal year. Detailed books and records of receipts and expenditures affecting the Property and Administration of the Condominium shall be available for examination by the Unit Owners and by their respective duly authorized agents or attorneys in the office of the Managing Agent or of the Condominium during general business hours on working days at the times and in the manner set and announced by the Board of Managers for the general knowledge of the Unit Owners.

It is the obligation of the Board of Managers of the condominium to give all unit owners annually:

(1) a financial statement of the condominium prepared by a certified public accountant or public accountant by a specified date; such statement shall be certified while the sponsor is in control of the board of managers.

(2) prior notice of the annual unit owners' meeting; and

(3) a copy of the proposed annual budget of the condominium by a specified number of days prior to the date set for adoption thereof by the board of managers; while the sponsor is in control of the board of managers such budget shall be certified.

DOCUMENTS ON FILE GENERAL

The Plan, including all Schedules and Parts of the Exhibits, constitutes the entire offer by the Sponsor. In accordance with Section 352-e (9) of the General Business Law, copies of this Plan and Parts of the exhibits referred to herein will be available for six years from the date of the first closing at the office of the Sponsor or at another designated place for inspection without charge and copying at a reasonable charge by actual and prospective purchasers of Units offered by this Plan or by those who have participated in the offering of such Units. The Plan may be amended from time to time upon filing an amendment with the New York State Department of Law and service of such an amendment upon Purchasers and Unit Owners. A copy of the plan will be available for inspection at the offices of the New York State Department of Law. Sponsor shall deliver to the Board of Managers a copy of all documents filed with the appropriate recording office at the time of closing of the first unit.

GENERAL

1) In order to facilitate the operation and maintenance of the Building and the sale of Units therein, each of the Units will be subject to certain easements. These easements are set forth in detail in the "Declaration of Condominium" annexed to Part II of the Plan.

2) Generally, subject to certain exceptions including, among others, exceptions concerning mortgagees, any provisions of the Declaration or Bylaws may be amended, modified, added to or deleted by consent of all Unit Owners.

3) Under the provisions of the New York "Condominium Act", no lien of any nature may arise or be created against the Common Elements except with the unanimous consent of all Unit Owners. Liens may arise or be created against only the several Units and their respective Common Interests. Labor performed on, or materials supplied to, a Unit may not be the basis for a mechanic's lien against the Unit of a Unit Owner not expressly consenting to or requesting such work, except in the case of emergency repairs. No labor performed on, or materials furnished to, the Common Elements shall be the basis for a lien thereon but all Common Charges received by the Board of Managers shall constitute trust funds for the purpose of paying the cost of labor performed or materials furnished at the request or with the consent of the Board of Managers or the Managing Agent.

4) The Condominium shall continue (unless terminated by casualty loss, condemnation or eminent domain as provided in the Bylaws) or until such time as the Property shall be withdrawn from the provisions of the New York Condominium Act as a result of the vote to do so of all Unit Owners. In addition, the written consent of each Mortgagee shall be required before such vote is effective. In the event of withdrawal, the Property shall be subject to an action for partition by any Unit Owner or any lienor as if owned in common, in which event the net proceeds of the sale shall be divided among all the Owners in proportion to their respective Common Interests after first applying the share of the net proceeds of such sale otherwise payable to any Unit Owner to the payment of any lien on his Unit in the order of priority of such liens.

The Plan does not knowingly omit any material fact or knowingly contain any untrue statement of any material fact. The Sponsor believes that the Plan contains a fair summary of the material provisions of the documents referred to in the Plan, other than those documents contained in Part II of the Plan to the extent that they are not summarized herein. Exact copies are contained in Part II of the Plan, of the Declaration, Bylaws, form of Purchase Agreement, form of Unit Deed, and certain legal opinions and other documents. Statements made in Part I of the Plan as to the provisions of such documents or any other document referred to herein, copies of which are on file with the Sponsor, are necessarily not complete. Each such statement is

qualified in all respects by the contents of such documents and, in the case of any such documents executed by or with the written consent of a Purchaser pursuant to this Plan, any rider or separate agreement changing or adding provisions to such document. There are no lawsuits or other legal proceedings now pending, or any judgments outstanding, which would materially affect this offering, the Purchasers of Unit, the Property, the Condominium or the operation thereof.

In accordance with the provisions of the law of the State of New York, neither the Sponsor nor any selling agent engaged by the Sponsor will discriminate against any person because of his race, creed, color, national origin, sex, age, marital status, disability or ancestry in the sale of Units offered by the Plan or in the Leasing of any such Unit.

The Sponsor reserves the right to amend the Plan except to increase the size of the unit or add floor space at any time (a) before the Plan is declared effective provided that, if the amendment effects any material change in the Plan and is not made solely for the purpose of declaring it effective, anyone who has theretofore executed a Purchase Agreement shall be given not less than 15 calendar days in which to elect to cancel the Purchase Agreement and to obtain a refund, in full, of the down payment made therewith, or (b) after the Plan is declared effective, subject to the rights of persons who have theretofore executed Purchase Agreements unless, at the election of the Sponsor, anyone who has theretofore executed a Purchase Agreement is given an election to cancel his Purchase Agreement and obtain a refund, all as and in the manner provided in clause (a) of this sentence.

Unless the context otherwise requires, words used in the singular in Part I of the Plan include the plural and vice versa, and a reference herein to any one gender, masculine, feminine or neuter, includes the other two.

Except as set forth in the next sentence, as of the date of first presentation of the Plan, neither the Sponsor nor any representative or agent thereof, has raised funds or made any preliminary offering or binding agreement of sale to or with anyone with respect to the Units.

No person has been authorized to make any statement or representation or furnish any information not expressly contained herein. Any information, data, or representations not contained herein or in the documents and exhibits referred to herein must not be relied upon. The Plan may not be changed or modified orally.

SPONSOR' STATEMENT OF SPECIFICATIONS OR BUILDING CONDITION

Sponsor adopts the Description of Property set forth in Part II of the Plan. Sponsor represents that they have no knowledge of any material defects or need for major repairs to the property except as set forth in the Description of Property, as this is new construction. This property has not been the subject of any prior cooperative or condominium offering.

Dated: Brooklyn, York
, 2004

355 Realty Associates LLC

By: _____
Michael J.Marino, Member

OFFERING STATEMENT

355 KINGS HIGHWAY CONDOMINIUM

355 KINGS HIGHWAY
BROOKLYN, NEW YORK

PART II

PURCHASE AGREEMENT

AGREEMENT made on the ___ day of _____, 200__, between 355 Realty Associates LLC, (Sponsor), located at 2390 Mc Donald Avenue, Brooklyn, New York 11223 and _____ , residing at _____, ("Purchaser").

Purchaser acknowledges having received and read a copy of the Offering Plan for the 355 KINGS HIGHWAY CONDOMINIUM at least 72 hours prior to the execution of this Agreement. Such plan as it may be amended from time to time (the "Plan") is incorporated herein by reference and made a part of this Agreement with the same effect as if fully set forth herein. Terms used herein which are also used in the Plan have the same meanings as therein unless the context otherwise requires. In the event of any inconsistency between this Agreement and the Plan, the Plan shall govern to the extent that it enlarges upon or deals at greater length with Seller's obligations or imposes greater obligations on Seller.

Seller agrees to sell and convey and Purchaser agrees to purchase the Unit in the Building (as defined in the Plan) designed as Unit No. _____ in the declaration together with the undivided _ interest in the Common Elements appurtenant thereto ("Unit"). (If applicable) as well as the exclusive right to parking space.

NOW, Therefore, the parties agree as follows:

1. Payment for the Unit.

Seller shall sell and Purchaser shall purchase the

Unit at a price of $_____ (exclusive of closing costs and prepaid items), payable as follows:

1.1 $_____ on the signing of this Agreement by check (subject to collection), the receipt of which is hereby acknowledged, to the order of "Victor Gartenstein, P.C., as Escrow Account."

1.2 $_____ at closing of title in cash or certified check.

1.3 Purchaser agrees to pay all processing and application fees, however denominated, in connection with any mortgage obtained by Purchaser, it being understood that Seller has no obligation whatsoever with respect to any mortgage obtained by Purchaser, nor is this Agreement contingent upon Purchaser obtaining a mortgage.

1.4 Purchaser will also deposit at closing a non-refundable amount equal to two times the amount assessed against the Condominium Unit each month for Common Charges to be used by the Board of Managers as initial working capital in addition to and not in lieu of, such assessments as the same thereafter become due and payable, and such other escrow amounts as may be required by the Purchaser's mortgagee, if any.

2. Closing of Title.

2.1 The title closing shall be held at such place in the City and State of New York and on such date and hour as Seller designates to Purchaser on not less than 30 days prior notice. Seller, from time to time, may adjourn such date and hour on notice to Purchaser, which notice shall fix a new date and hour for the title closing.

2.2 The title closing shall occur only after or concurrently with (a) the recording of the Declaration and Bylaws and the filing of the Floor Plans with the Office of the Register of the City of New York, Kings County (the "City Register's Office"), as required by law and (b) compliance with Article 9-B of the Real Property Law and with the other prerequisites as set forth under "Closing of Title to Units" in Part I of the Plan.

2.3 The term "Closing Date" or "title closing" or words of similar import, whenever used herein, means the date designated by Seller on which the deed to the Unit is delivered to Purchaser

or any adjourned date fixed by Seller under Article 2.1 of this contract.

3. Delivery of the Deed.

At the title closing, Seller shall deliver to Purchaser a bargain and sale deed with covenants against grantor's acts conveying title to the Unit to Purchaser. The deed shall be prepared by Seller and be substantially in the form set forth in Exhibit C to Part II of the Plan and shall be executed and acknowledged by Seller and Purchaser, in form for recording, and shall include the right of first refusal set forth in the Bylaws. Seller and Purchaser shall duly execute and swear to a New York City Real Property Transfer Tax Return prepared by the Seller.

4. Binding Effect of Declaration, Bylaws, and Rules and Regulations.

Purchaser hereby accepts and approves the Plan (including the Declaration, Bylaws, and Rules and Regulations) and agrees to abide, and be bound by, the terms and conditions thereof.

5. Marketable Title.

At the title closing, Seller shall convey to Purchaser good and marketable title in fee simple to the Unit, free and clear of all encumbrances other than those set forth in Schedule A annexed hereto. Any encumbrance to which title is not to be subject shall not be an objection to title if (a) the instrument required to remove it of record is delivered to the proper party together with the recording or filing fees or (b) a title insurance company will insure Purchaser that it will not be collected out of the Unit, if it is a lien, or will not be enforced against the Unit if it is not a lien. The existence of unpaid taxes or liens of any kind at the time of title closing shall not constitute an objection to title, provided that the Seller shall deposit a sufficient amount with a title company so that said company shall be willing to insure against collection of same from the property herein described. The parties agree that the Seller may pay and discharge any liens and encumbrances upon

the property not provided for in this agreement out of the monies to be paid by the purchaser at the time of closing title.

6. Closing Adjustments.

The following adjustments shall be made as of the Closing Date with respect to the Unit:

6.1 Real estate taxes and assessments, if any (including water charges and sewer rents if separately assessed) on the basis of the period for which assessed.

6.2 Common Charges for the month in which title closes. (There will be no adjustment of such charges if the Unit is conveyed on the date of recording the Declaration). If the Unit has been separately assessed but the closing occurs before the tax rate is fixed, adjustment of taxes shall be upon the basis of the latest tax rate applied to the most recent assessed valuation. Installments for tax assessments due after the delivery of the deed (if any) shall be paid by Purchaser and shall not be considered a defect in title. If the Unit has not been separately assessed as of the Closing Date for the then current tax period, the adjustment under 6.1 shall be based upon the assessment for the Property and the percentage interest in the Common Elements appurtenant to the Unit. The "Customs in Respect to Title Closings" recommended by the Real Estate Board of New York as amended to date, shall apply to the adjustments and other matters therein mentioned except as otherwise provided herein.

7. Title Insurance.

7.1 Purchaser may obtain at the title closing, at Purchaser's expense, a certificate or policy issued by Primary Land Services, LLC, on behalf of one of its title underwriters, selected by Sponsor authorized to do business as such in New York, insuring Purchaser's title to the Unit, subject only to the encumbrances set forth in Schedule B annexed hereto.

7.2 Purchaser is free to obtain title insurance at his own effort and expense, from any title insurance company authorized to do business in New York but Seller makes no representation or warranty as to the availability of any title insurance which Purchaser may seek to obtain. Moreover, in the event Purchaser obtains title insurance from another company, purchaser will be obligated to pay Primary Land Services, LLC the sum of $300.00, as per the prospectus.

8. Closing Costs.

Purchaser shall pay all appraisal or inspection fees and other charges made by Purchaser's Bank or Mortgagee (to the extent not previously paid), all transfer taxes, all mortgage recording taxes (if any), all attorney's fees for Purchaser's attorney, lender's attorney (if any), and Sponsor's attorney and all recording and filing fees for the deed and other documents delivered in connection with closing, and any premiums for mortgagee or owner's title insurance. In addition, purchaser will assign its mortgage tax credit to Sponsor, and pay any other fees listed in the prospectus under "Closing Costs and Adjustments".

9. Agreement Not an Encumbrance.

No encumbrance shall arise against the Property as a result of this Agreement or any monies deposited hereunder. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agrees that the provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgage, heretofore or hereafter made and any advances heretofore or hereafter made thereon and any payments or expenses already made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof without execution of any further legal documents by Purchaser. This subordination shall apply whether such advances are voluntary or involuntary and whether made in

accordance with any schedule of payments or accelerated by virtue of the right of the lender to make advances before they become due in accordance with the schedule of payments. Seller shall, at its option, either satisfy such mortgage or obtain a release of the Unit from the lien of such mortgage on or prior to the Closing Date. The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit, shall not constitute an objection to title or excuse Purchaser from completing payment of the purchase price or performing all his other obligations hereunder or be the basis of any claim against, or liability of, Seller, provided that any such mortgage is subordinated to the Declaration or the Unit is released from the lien of such mortgage.

10. Default by Purchaser.

The time for the performance of Purchaser's obligations hereunder is of the essence of this Agreement. If Purchaser fails to perform any of Purchaser's obligations hereunder, Seller may give notice to Purchaser of Seller's intention to cancel this Agreement if such default is not cured within 30 days thereafter. If Purchaser fails to cure such default within such 30 day period, Seller may, at its option, cancel this Agreement within 30 days after notice of cancellation to Purchaser. If Seller elects to cancel this Agreement because of Purchaser's default, Seller may withdraw from the "Victor Gartenstein, P.C. IOLA Account for 355 KINGS HIGHWAY CONDOMINIUM, and shall retain as and for liquidated damages, all sums deposited by Purchaser hereunder together with any income earned thereon, and all rights, obligations and liabilities of both parties under this Agreement and the Plan shall wholly cease and terminate. This amount shall not exceed 10% of purchase price. If this Agreement is so cancelled, Seller may sell the Unit to any third party as though this Agreement had never been made without any obligation to account to Purchaser for any part of the proceeds of such sale.

11. Agreement Subject to Plan Becoming Effective.

The performance by Seller of its obligations under this Agreement is contingent upon the Plan being declared effective. The Plan may be abandoned by Seller at any time prior or, under certain conditions, subsequent to its being declared effective and shall be abandoned if it has not been declared effective within the time limits prescribed in the Plan. Provided that Purchaser is not then in default under this Agreement beyond any applicable grace period, if the Plan is abandoned or, if after the Plan is declared effective title to the Unit does not close within the time set forth in the Plan for any reason other than Seller's or Purchaser's default, this Agreement shall be deemed cancelled and, not later than 30 days thereafter, Seller shall return to Purchaser all sums deposited hereunder, and upon making such payment, neither party shall have any further rights, obligations or liability with respect to the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan.

12. Seller's Inability to Convey the Unit.

If Seller is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan, Seller shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever in excess of $5,000.00 (per unit or $10,000.00 in the aggregate for all units) to cure such inability, and in such case, if Seller notifies Purchaser of its refusal to cure such inability and if Purchaser is not in default hereunder, Purchaser shall have the option to (a) take title to the Unit subject to such inability (without an abatement in, or credit against, the purchase price, or any claim or right of action against Seller for damages or otherwise) or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Seller

shall, within 30 days after receipt of said termination notice, return to Purchaser all sums deposited hereunder, together with any income earned thereon, and upon making such payment, this Agreement shall be null and void and neither party shall have any further rights, obligations or liability with respect to the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan. The foregoing option must be exercised by notice of Purchaser in writing to seller within ten days after the giving of Seller's notice of refusal to cure such inability, failing which it shall be conclusively deemed that Purchaser elected the first option above to acquire title subject to such inability.

13. Construction.

The construction of the Building and the Unit and the materials, equipment and fixtures installed therein shall be substantially in accordance with the Plan and the architectural plans and specifications, as said plans and specifications are modified or amended as provided in the Plan. The issuance of a final Certificate of Occupancy for the entire Building and the rendering of the statement by Seller's Supervising Architect pursuant to "Closing of Title of Units" in the Plan shall be a prerequisite to Closing the Title and shall be deemed presumptive evidence that the Building has been fully completed in accordance with the plans and specifications, without prejudice, however, to any rights which the Board of Managers or the Unit Owners may have with respect to Seller's obligation to cause defects in construction or materials to be corrected as set forth under "Right and Obligations of Sponsor" in Part I of the Plan. The Seller reserves the right to (a) make changes or substitutions of materials or construction for items as set forth in the Offering Plan or Building Plan provided any such changes are of comparable value and quality; (b) determine the grading, elevation and design (including reversal of the building layout) of all plots and dwellings to fit into the general

pattern of the community and (c) determine elevation and locations of foundations and streets to conform with topographical conditions.

14. Fixtures, Appliances and Personal Property.

14.1 Those fixtures, appliances and items of personal property which are described in Exhibit A in Part II of the Plan as being part of the Unit are included in the sale of the Unit pursuant to the provisions of this Agreement.

14.2 As soon after the title closing as is practicable, Seller shall deliver to Purchaser any assignable manufacturers' warranties on the appliances and other equipment included in this sale.

15. Acceptance of Condition of Property.

If, by the date of this Agreement, Seller's Architect has rendered his statement pursuant to "Closing of Title to Units" in the Plan and the final Certificate of Occupancy for the Building or the Unit has been issued, Purchaser represents to Seller that he has examined the Unit and agrees that the signing of this Agreement shall constitute Purchaser's acceptance of the Property, including the Building and the Unit, and all fixtures, machinery, equipment, furnishings, appliances, installations and other personal property contained therein, in their present "As Is" condition on the date of this Agreement, subject to reasonable use, wear and tear and natural deterioration between the date hereof and the title closing, and subject further to any special work to be done in the Unit by Seller as herein expressly provided. (In no event will the provisions of the foregoing sentence be in derogation of Seller's obligations as set forth in the Plan under "Rights and Obligations of Sponsor".) Purchaser shall accept title (without abatement in, or credit against, the purchase price or any provision for escrow deposits at the closing) notwithstanding the failure to complete construction of (a) minor details of the Unit or the Building, (b) other Units or (c) work in the public areas of the

Building which does not prevent Purchaser's use of the Unit. Purchaser shall be given a reasonable opportunity to examine his Unit prior to the title closing and shall make a careful inspection of his Unit at such time. At the closing Purchaser shall sign and deliver to Seller an Inspection Statement prepared by Seller and substantially in the form set forth in Part II of the Plan.

16. No Representations.

Purchaser acknowledges that he has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Seller or otherwise including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms contained therein or any other physical characteristics thereof, the services to be provided Unit Owners, the estimated Common Charges allocable to the Unit, the availability of any mortgage, the estimated real estate taxes on the Unit, the right to any exemption from real estate taxes paid by Purchaser, the right to any income tax credit with respect to the purchase of the Unit, or any other representation except as herein or in the Plan specifically represented, Purchaser having relied on his own examination and investigation thereof. No person has been authorized to make any representations on behalf of Seller except as herein or in the Plan specifically set forth. No oral representations or statements shall be considered a part of this Agreement. Any claim based upon Seller's representations of the condition of the Building, the Units and their equipment or appliances or the Common Elements or upon Seller's obligations referred to in the Plan under "Rights and Obligations of Sponsor" must be presented by written notice to the Board of Managers and to Seller within 12 months after the Closing date and such claim shall be enforced only by the Board of Managers on behalf of Purchaser. Seller shall not be liable

to the Board of Managers or to Purchaser for any matter as to which an assignable warranty, guaranty or bond has been assigned to such Board or to Purchaser and, in such case the sole recourse of such Board or Purchaser, as the case may be, shall be against the warrantor, guarantor or obligor, as the case may be, except that in the event a contractor or subcontractor is financially unable or refuses to perform its warranty or guaranty, Seller shall not be excused from its obligations enumerated in the Plan under "Rights and Obligations of Sponsor". Nevertheless, Seller shall not, under any circumstances, be liable with respect to equipment as to which assignable warranties or guaranties are transferred to Purchaser. Purchaser agrees (a) to purchase the Unit, without offset or any claim against, or liability of, Seller, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the Floor Plans on file in Seller's office, and to be filed in the City Register's office, is accurate or correct, provided the layouts and dimensions conform substantially to the Floor Plans and (b) that Purchaser shall not be relieved of any of his obligations hereunder by reason of any minor inaccuracy or error. The provisions of this Article 16 shall survive the title closing.

17. Damage to Unit.

If between the date of this Agreement and the title closing, the Unit is damaged by fire or other casualty, the following shall apply:

17.1 The risk of loss to the Unit by fire or other casualty until the title closing is assumed by Seller, but without any obligation or liability by Seller to repair or restore the Unit, except that if Seller elects to repair or restore the Unit, this Agreement shall continue in full force and effect and the Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the purchase price. In such event, Seller shall be entitled to a reasonable period of time within which

to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss, subject to the rights of the Board of Managers, if the Declaration will have theretofore been recorded, belong entirely to Seller and if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Seller. The provisions of the preceding sentence shall survive the title closing.

17.2 In the event Seller notifies Purchaser that it does not elect to repair or restore the Unit, or if the Declaration has been recorded prior thereto, and such repairs or restoration are not made pursuant to the Bylaws this Agreement shall be deemed canceled and of no further force or effect and Seller shall return to Purchaser all sums deposited hereunder, whereupon the parties shall be released and discharged from all obligations and liability hereunder and under the Plan, except that if Purchaser is then in default hereunder (beyond the applicable cure period, if any), Seller shall retain all such sums, together with any income earned thereon, as and for liquidated damages. In any event, the amount of damages shall not exceed 10% of the purchase price.

18. Monies Held in Trust.

All monies received from Purchaser hereunder will be deposited with Signature Bank with a branch at 261 Madison Avenue, New York, New York, and shall be held in escrow in a special account under the name "Victor Gartenstein, P.C. IOLA Account for 355 KINGS HIGHWAY CONDOMINIUM Escrow Account" or a similar name. The funds so deposited and any income earned thereon will be disbursed only at the title closing or upon the earlier termination of this Agreement pursuant to the provisions hereof. All monies received hereunder by Seller shall be held and disposed of by it in accordance with the provisions of section 352-h and 352-e(2)(b) of the New York General Business Law, and shall only be released upon the signature of a member of the firm

of Victor Gartenstein, P.C., attorneys for the Sponsor.

19. Broker.

Purchaser represents that, no broker was dealt with by Purchaser in connection with Purchaser's reserving or purchasing the Unit. If any claim is made against Seller for commissions by any broker on account of any acts of Purchaser or Purchaser's representatives, Purchaser shall indemnify and hold Seller harmless from and against any and all claims, liability, damage, cost, or expense (including but not limited to reasonable attorney's fees) arising as a result thereof. The provisions of this Article 19 shall survive the title closing.

20. Agreement May Not Be Assigned By Purchaser.

Purchaser shall not have the right to assign this Agreement without the prior written consent of Seller.

21. Binding Effect.

This Agreement shall not be binding on Purchaser or Seller until a fully executed copy hereof, executed by Seller, has been furnished to Purchaser. If this Agreement is not accepted within 20 days from the date hereof by the furnishing to Purchaser, of a fully executed copy, this Agreement shall be deemed to have been rejected and cancelled and the deposit paid on the execution hereof shall be promptly returned to Purchaser without interest.

22. Notices.

Any notice, request or other communication hereunder shall be in writing and sent by registered mail or certified mail, to Purchaser at the address given at the beginning of this Agreement and to the Seller at the address given at the beginning of this Agreement, or to such address as either party may hereafter designate to the other in writing. Except as otherwise expressly provided herein, the

date of mailing shall be deemed to be the date of the giving of notice, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address.

23. Joint Purchasers.

The term "Purchaser" shall be read as "Purchasers" if more than one person are purchasers, in which case their obligations shall be joint and several.

24. Personal Liability of Seller.

Seller shall not have any personal liability to Purchaser with respect to any of Seller's obligations under this Agreement or the Plan or otherwise in excess of equity net value of the Building at the time any claim is sought to be enforced against it.

25. Covenant of Further Assurances.

Either party shall execute, acknowledge and deliver to the other party such instruments, and take such other action, in addition to the instruments and action specifically provided for herein, as such other party may reasonably request to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

26. Severability.

If any provision of this Agreement or the Plan is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement or the Plan and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Agreement or the Plan, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by law.

27. Strict Compliance.

Any failure by Seller to insist upon the strict performance by Purchaser of any of the provisions of this Agreement shall not be deemed as a waiver of any of the provisions hereof, and Seller, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Purchaser of any and all of the provisions of this Agreement to be performed by Purchaser.

28. Law of New York.

The provisions of this Agreement shall be governed by the laws of the State of New York.

29. Waiver of Jury.

Except as prohibited by law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, or connected with, or relating to, this Agreement, or the relationship created thereby. With respect to any matter for which a jury trial cannot be waived, the parties agree not to assert any such claim as a counterclaim in, nor move to consolidate such claim with, any action or proceeding in which a jury trial is waived.

30. Entire Agreement.

30.1 This Agreement supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them.

30.2 Conflicts between any provision of this Agreement and the Plan shall be resolved in favor of the Plan.

31. Certain References.

31.1 A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires.

31.2 The term "herein", "hereof" or "hereunder"or similar terms used in this Agreement refer

to this entire Agreement and not to the particular provision in which the term is used.

31.3 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Agreement.

32. Captions.

The captions in this Agreement are for convenience and reference only, and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

33. Successors and Assigns.

Subject to the provisions of Article 20, the provisions of this Agreement shall bind and inure to the benefit of the Purchaser and his heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Seller and its successors and assigns.

34. No Oral Changes.

This Agreement cannot be changed or terminated orally. ANY CHANGES OR ADDITIONAL PROVISIONS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

355 REALTY ASSOCIATES LLC

By:_____

"SELLER":

By: _____

"PURCHASER":

RIDER TO PURCHASE AGREEMENT DATED _____, 20__ BY AND BETWEEN _____, AS SELLER, AND _____, AS PURCHASER.

LIMITED WARRANTY

NAME OF PURCHASER(S): _____

ADDRESS OF PURCHASER(S): _____

DESIGNATION OF UNIT WARRANTED: _____

NAME OF SELLER: _____

ADDRESS OF SELLER: _____

EFFECTIVE DATE OF THIS LIMITED WARRANTY: The date that Purchaser or its family shall first occupy the Unit warranted or the date of delivery of the deed to such Unit to Purchaser, whichever occurs first.

SELLER'S LIMIT OF TOTAL LIABILITY: 50% of the purchase price of the Unit less any insurance proceeds received by Purchaser.

THIS LIMITED WARRANTY EXCLUDES AND PRECLUDES ALL CONSEQUENTIAL INCIDENTAL, SPECIAL AND INDIRECT DAMAGES.

THIS LIMITED WARRANTY IS IN LIEU OF AND REPLACES ALL OTHER WARRANTIES ON THE CONSTRUCTION AND SALE OF THE UNIT AND ITS COMPONENTS, BOTH EXPRESS AND IMPLIED (INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR a PARTICULAR PURPOSE). THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. THE PURPOSE OF THIS LIMITED WARRANTY IS TO IDENTIFY THE SELLER'S RESPONSIBILITIES FOR CONSTRUCTION DEFECTS OF a LATENT OR HIDDEN NATURE THAT COULD NOT HAVE BEEN FOUND OR DISCLOSED ON FINAL INSPECTION OF THE UNIT.

1. To Whom Given. This Limited Warranty is given to the Purchaser named on this page 1 while the Purchaser owns the Unit. **IT DOES NOT EXTEND TO SUBSEQUENT OWNERS, HEIRS, TENANTS OR MORTGAGEES IN POSSESSION OF THE UNIT, ANY ONE WHO MAY SUCCEED TO THE RIGHTS OF PURCHASER OR ANY OTHER PERSONS.**

2. By Whom Made. This Limited Warranty is made exclusively by the Seller whose name and address appear on this page 1.

3. Final Inspection of the Unit. Before the Purchaser moves into the Unit or accepts the deed, the Seller will schedule an appointment for final inspection of the Unit with the Purchaser. The purpose of this

final inspection is to discover any defects of a visible, obvious or patent nature, or any other unfinished work.

All defects found on final inspection of the Unit will be itemized on a Final Inspection Sheet, which will be signed by the Purchaser and the Seller before occupancy of the Unit or delivery of the deed.

4. Warranty Coverage and Periods. The Warranty Period for all of the following coverage begins on the Effective Date of this Warranty shown on page 1 of this warranty.

FIRST YEAR BASIC COVERAGE: for one year from the Effective Date of this warranty, the Unit will be free from latent defects that constitute:

(a) defective workmanship by the Seller, or an agent, employee or subcontractor of the Seller;

(b) defective materials furnished by the Seller, or an agent, employee or subcontractor of the Seller;

(c)defective design, provided by an architect, engineer, surveyor, or other design professional retained exclusively by the Seller; or

(d) defective installation of appliances sold as part of the Unit by the Seller or an agent, employee or subcontractor of the Seller.

Seller under this coverage is not responsible for any defects in any work or materials ordered directly by Purchaser from Seller's subcontractors or suppliers or other outside suppliers or subcontractors or for incidental or consequential damages resulting from such work or materials.

TWO YEAR MAJOR SYSTEM COVERAGE: for two years from the Effective Date of this warranty, the Plumbing, Electrical, Heating, Cooling and Ventilation Systems of the Unit which have been installed by the Seller are warranted to be free from latent defects resulting from defective installation by the Seller.

The Plumbing System refers to the gas supply lines and fittings; water supply, waste and vent pipes and their fittings; septic tanks and their drain fields; water, gas and sewer service piping, and their extensions to the tie-in of a public utility connection, or on-site well and sewage disposal system.

The Electrical System refers to all wiring, electrical boxes, switches, outlets and connections up to the public utility connection.

The Heating, Cooling and Ventilation System refers to all duct work, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.

Except by reason of a defect in installation by Seller, this major system coverage does not include defects in appliances, fixtures and items of equipment.

Seller under this coverage is not responsible for any defects in any work or materials ordered directly by Purchaser from Seller's subcontractors or suppliers or other outside suppliers or subcontractors or for incidental or consequential damages resulting from such work or materials.

SIX YEAR MAJOR STRUCTURAL DEFECT COVERAGE: for six years from the Effective Date of
this warranty, the Unit will be free from latent Major Structural Defects that result from:

(a) defective workmanship by the Seller, or an agent, employee or subcontractor of the Seller;

(b) defective materials furnished by the Seller, or an agent, employee or subcontractor of the Seller; or

(c)defective design, provided by an architect, engineer, surveyor, or other design professional retained exclusively by the Seller.

A Major Structural Defect is a defect resulting in actual physical damage to the following load-bearing portions which affects their load-bearing functions to the extent that the Unit becomes unsafe, unsanitary or otherwise unlivable: foundation systems and footings, beams, girders, lintels, columns, walls and partitions, floor systems, and roof framing systems.

Damage to the following non-load bearing portions of the Unit are not covered by this six-year coverage: roofing and sheathing; drywall and plaster; exterior siding; brick, stone and stucco veneer; floor covering material; wall tile and other wall coverings; non-load bearing walls and partitions; concrete floors in basements that are built separately from foundation walls or other structural elements of the Unit; electrical, plumbing, heating, cooling and ventilation systems; appliances, fixtures and items of equipment; paint; doors and windows; trim; cabinets; hardware; and insulation.

Seller under this coverage is not responsible for any defects in any work or materials ordered directly by Purchaser from Seller's subcontractors or suppliers or other outside suppliers or subcontractors or for incidental or consequential damages resulting from such work or materials.

In all coverage under this Paragraph 4, workmanship, materials, design and installation will be considered to be defective if they fail to meet or exceed the relevant standards and specifications of the applicable building code of the municipality in which the Unit is located, in effect on the date that the building permit for the Unit was issued, as supplemented by the annexed locally accepted building standards and practices.

ALL TIME PERIODS FOR THESE COVERAGE ARE OF THE ESSENCE AND WILL NOT BE EXTENDED.

5. Exclusions From All Coverage. The following are not covered by this warranty:

(a) patent defects including defects shown on the Final Inspection Sheet and defects which an examination of the Unit prior to the Effective Date of this warranty ought to have revealed;

(b) defects in detached garages and carports; swimming pools and other recreational facilities, if any; driveways; walkways; patios; boundary walls; retaining walls; bulkheads; fences; landscaping (including sodding, seeding, shrubs, trees and plantings); and any other improvements not a part of the Unit itself;

(c)raised butt joints; ridging, scuffing on kitchen cabinet or vanity surfaces; variations of wood grain or staining of kitchen cabinets or vanities; shading variations of the exterior siding staining (on the face surface or grooves), and on facias from staining; doors and windows sticking because of weather; adjustment of bi-fold doors; chips, scratches, marks, breaks, or other blemishes in windows, sliding doors, screens, electric fixtures and globes, woodwork and doors; dented appliances; broken screens; and minor chips (nicks) to cultured marble floors and countertops;

(d) defects in any work or materials ordered directly by Purchaser from Seller's subcontractors or suppliers or other outside suppliers or subcontractors and for incidental or consequential damages resulting from such work or materials;

(e) damage caused by the failure by the Purchaser or anyone other than the Seller, its employees, agents or subcontractors, to comply with the warranty requirements of manufacturers or suppliers of appliances, fixtures or items of equipment;

(f) damage caused by the misuse, abuse, or interference by Purchaser or anyone other than Seller or its employees, agents and subcontractors with the Seller's original construction or installations;

(g) additional damage caused by the failure of the Purchaser to give notice to the Seller of any defects or damage in a timely manner as provided in this warranty;

(h) damage caused by changes in grade made by anyone other than the Seller, its employees, agents or subcontractors and damage caused by changes in grade made by Seller's agents and subcontractors if such work was ordered directly by Purchaser;

(i) damage caused by changes, alterations or additions made to the Unit by anyone other than Seller or its employees, agents or subcontractors after the Effective Date of this warranty;

(j) damage caused by changes, alterations or additions made to the Unit by Seller's agents and subcontractors if such work was ordered directly by Purchaser after the Effective Date of this warranty;

(k) damage caused by dampness or condensation due to the failure of the Purchaser to maintain adequate ventilation;

(l) loss or damage caused by or resulting from accidents, riot and civil commotion fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, acts of God, lightning, windstorm, hail, flood, mudslide, earthquake, volcanic eruption, wind-driven water, soil movement and changes in the underground water table;

(m) loss or damage caused by seepage of water unless such loss or damage is the direct result of a construction defect;

(n) any damage which Purchaser has not taken timely action to minimize;

(o) normal wear and tear and normal deterioration;

(p) insect, vermin and/or rodent damage and infestation, or damage caused by other animals or pests;

(q) bodily injury, death, or damage to personal property;

(r) costs of shelter, transportation, food, moving, storage or other expenses related to relocation during repair or replacement;

(s) consequential, incidental, special and indirect damages;

(t) any claim not filed in a manner set forth in paragraph 7 of this warranty;

(u) damage which arises while the Unit is being used for nonresidential purposes;

(v) damage due to abnormal loading on floors which exceeds design loads as mandated by the applicable building code or building standards; and

(w) damage to the roof or any other exterior part of a Unit or building the Unit is located in as a result of icedams.

6. What Seller Will do in the Event of a Defect Covered by This Warranty. If a defect occurs in an item covered by this warranty, the Seller will repair, replace, or pay the Purchaser the reasonable cost of repairing or replacing the defective item(s), within sixty (60) days after the Seller's inspection or testing

discloses the problem, subject to weather conditions, acts of God, availability of materials, and other events beyond Seller's control. The choice among repair, replacement or payment is solely that of the Seller. In making any repairs or replacements, Seller shall have the right to select the method and materials to be used in performing such repairs or replacements.

Seller's liability under this warranty is limited in the aggregate to the amount listed on page 1 of the warranty.

Repair of damage to the load-bearing portions of the Unit will be limited to that which is necessary to restore their load-bearing function. Repair of other Major Structural Defects will be limited to repair of those defects which made the Unit unsafe, unsanitary or otherwise unlivable.

7. Step by Step Claims Procedures.

(a) Written notice of any warranty claim must be made on the attached "Notice of Warranty Claim Form" and must be received by the Seller no later than the tenth (10th) day after the expiration of the applicable warranty period. Such notice must be sent by Purchaser to Seller by certified or express mail, return receipt requested. If this form shall not properly be completed and received by the Seller by that deadline, the Seller will have no duty to respond to any complaint or demand contained in such form, and any or all claims may be rejected. **COMPLETION AND DELIVERY OF SUCH NOTICE OF WARRANTY CLAIM IN A TIMELY MANNER IS NECESSARY TO PROTECT THE RIGHTS OF THE PURCHASER UNDER THIS LIMITED WARRANTY.**

(b) No steps taken by the Seller, Purchaser or any other person to inspect, test or correct defects will extend any time period under this Warranty. No steps taken by the Seller in response to an improperly completed or untimely notice of a warranty claim will give rise to any liability of Seller to Purchaser in connection with such claim.

(c)In response to a Notice of Warranty Claim, or any other complaint or request of the Purchaser, the Seller and the Seller's agents will have the right to inspect and test the portion of the Unit to which the claim, complaint or request relates. The Purchaser and occupants of the Unit must provide reasonable access to the Seller and the Seller's agents during normal business hours, Monday through Friday, to complete inspection, testing and repair or replacement. Failure by Purchaser to provide such access shall invalidate this warranty with respect to the defect(s) set forth on the Notice of Warranty Claim.

(d) The Seller will complete inspection and testing within a reasonable time under the circumstances after receipt of a timely and properly completed Notice of Warranty Claim Form. Upon completion of inspection and testing, the Seller will determined whether to accept or reject the claim. If the Seller rejects the claim, the Seller will give written notice of that decision to the Purchaser at the address shown on the Notice of Claim Form. If the Seller accepts the claim, the Seller will take corrective action within a reasonable period of time under the circumstances. The Seller will use good faith efforts to process and handle claims in a timely manner, but all time periods for repair or replacements of defects necessary are subject to weather conditions, availability of materials, and other events beyond the Seller's control.

8. Legal Actions. (a) No claim under this warranty may be commenced or asserted against Seller in any lawsuit unless a properly completed Notice of Warranty Claim form has been received by the Seller in the time period set forth in paragraph 7 of this warranty.

(b) No lawsuit against the Seller under this warranty may be commenced more than thirty (30) days after the expiration date of the applicable warranty coverage, or thirty (30) days after Seller has given written notice of its rejection of Purchaser's claim with respect to such claim, or thirty (30) days after Builder has substantially completed corrective action for a defect with respect to such defect.

9. Miscellaneous Provisions. (a) To the extent any coverage under this warranty applies to

common elements of a condominium, such coverage shall be deemed given to the Board of Managers of the condominium.

(b) This warranty may not be amended in any way without Seller's prior written consent in each instance.

(c)If any provision of this warranty will not be enforced by an appropriate court, the determination will not affect the enforceability of the remaining provisions.

(d) Use of one gender in this warranty includes the other gender, and use of the plural includes the singular, as may be appropriate.

(e) This warranty shall be governed in accordance with the laws of the State of New York.

NOTICE OF WARRANTY CLAIM FORM

Dear Purchaser:

To ask the Seller to correct a defect in your Home that you think is covered by the Seller's Limited Warranty, you must complete this form and deliver it to the Seller. This is necessary to protect your rights to warranty performance under the Limited Warranty.

The information you will need to fill out the form will be on page 1 of the Limited Warranty. However, if you do not know the answers to any questions, write "Don't know." Please do not leave any items blank.

Your Name: _____

Mailing Address: _____

_____

_____

Phone: _____

-

_____

___

Home No.: _____

-

_____

___

Effective Date of the Warranty: _____

Describe the defect(s) which you think are covered by the Limited Warranty. Be sure to include when each defect first occurred or when you first noticed it. Use additional sheets, as necessary, to fully describe the problem:

_____

_____

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_____

_____ _____

(signature) (date)

_____ _____

(signature) (date)

This completed and signed form must be sent to Seller at its address listed on the first page of the Warranty by certified or express mail, return receipt requested.

FORM FOR THE RELEASE OF ESCROW FUNDS

Date

Victor Gartenstein, P.C.
3711 Shore Parkway
Brooklyn, New York 11235

Re: 355 KINGS HIGHWAY CONDOMINIUM
Purchaser:
Unit #:

Dear Sirs:

You have been holding in a trust account my/our Down payment for the above referenced unit in the amount of $_____ . I / we acknowledge that closing has taken place this date. Accordingly, Victor Gartenstein, P.C. is authorized to release the funds being held in said amount to whomever the sponsor so designates. In addition, Victor Gartenstein, P.C., as Escrow Agent on said account, is hereby released from any and all liability or further obligation to us with respect to said Down payment.

Very truly yours,

_____
Purchaser

_____
Sponsor's representative

SCHEDULE D-3
WAIVER OF NOTICE OF CLOSING

, being duly sworn, does hereby depose and state:

1. I am the Purchaser of Unit at 355 KINGS HIGHWAY CONDOMINIUM

2. Pursuant to a Purchase Agreement dated , 200__, I am entitled to either thirty (30) or fifteen (15) days' written notice of the closing for my Unit, depending upon whether or not the Offering Plan has been declared effective.

3. I hereby waive the applicable notice provision contained in the Purchase Agreement and agree to close on , 200___ .

_____
Purchaser

Sworn to before me this
day of 200__ .

_____
Notary Public

UNIT OWNER'S POWER OF ATTORNEY

EXHIBIT C TO THE DECLARATION OF THE
355 KINGS HIGHWAY CONDOMINIUM
355 KINGS HIGHWAY
BROOKLYN, NEW YORK

All terms used in this Unit Owner's Power of Attorney that are used (a) in the Declaration establishing a plan for condominium ownership of the 355 KINGS HIGHWAY CONDOMINIUM (the "Condominium") under Article 9-B of the Real Property Law of the State of New York, dated _____, 20 , and recorded in the Kings County office of the Register of _____ the City of New York on _____, in Reel _____, Page _____ (hereinafter referred to as "Declaration"), or (b) in the By-Laws of the Condominium (hereinafter referred to as the "By-Laws") attached to, and recorded together with , the Declaration, shall have the same meaning in this Unit Owner's Power of Attorney as in the Declaration or the By-Laws.

The undersigned 355 Realty Associates LLC, the sponsor of the Condominium Unit (hereinafter referred to as the "Undersigned's Unit") being described as the _____ floor Unit and also designated as Tax Lots _____ Block 6653 of the Borough of Kings on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans (does) (do) hereby irrevocably nominate, constitute and appoint the persons who may from time to time constitute the Condominium Board, true and lawful, attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Condominium Board or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners in accordance with the Unit Owners' respective Common Interests, subject to the provisions of the By-Laws then in effect, (1)(a) to acquire or lease any Unit together with its Appurtenant Interests, from any Unit Owner desiring to sell, convey, transfer, assign, or lease the same, (b) to acquire any Unit, together with its Appurtenant Interests, whose owner elects to surrender the same pursuant to the terms of paragraph (c)of Section 6.2 of the By-Laws, (c) to subject to a foreclosure or other similar sale, on such terms and with respect to any transfer pursuant to the terms of sub-division (a) or (c) of this paragraph at such price or at such rental ad the case may be, as said attorneys-in-fact shall deem proper, and thereafter to convey, sell, lease mortgage, or otherwise deal with (but not vote the interest appurtenant to any such Unit so acquired by them, or to sublease any Unit so leased by them, on such terms as said attorney-in-fact may determine, granting to said attorneys-in-fact the power to do all things in said premises that the undersigned could do if the undersigned were personally present and (2) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution, or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium or (b) any consent, covenant, restriction, easement or declaration, or any amendment

thereto, affecting the Condominium or the Common Elements, that the Condominium Board deems necessary or appropriate.

The acts of a majority of such persons constituting the Condominium Board shall constitute the acts of said attorney's-in-fact.

The undersigned (does) (do) hereby irrevocably nominate, constitute and appoint 355 Realty Associates LLC., (hereinafter referred to as "Sponsor") as attorney-in fact for the undersigned, coupled with an interest, with power of substitution, to amend from time to time said Declaration, By-Laws and the Rules and Regulations of the said Condominium, or any of said documents, when such amendment (1) shall be required to reflect any changes in unsold Units and/or the reapportionments of the Common Interests of the affected unsold Units resulting therefrom made by Sponsor or its designee in accordance with Article 11 of the Declaration or (2) shall be required by (a) an Institutional Lender, (b) any governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company selected by the Sponsor to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of subdivision (1) or (2) of this paragraph shall not (I) change the Common Interests of the Undersigned's Unit, (ii) require a material, physical modification to the Undersigned's Unit, or to the Common Elements (iii) adversely affect the priority or validity of the lien of any purchase money the Undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this paragraph shall remain in full force and effect until such time as the Sponsor or its designees shall cease to own any of the Units in the Condominium.

IN WITNESS WHEREOF, the undersigned (has) (have) executed this Unit Owner's Power of Attorney as of the _____ day of _____,

_____

_____

(SEAL)

State of New York)
County of Kings)ss.:

On the day of in the year 200___ before me, the undersigned, a Notary Public in and for said state, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

DEED

THIS INDENTURE made the day of , between 355 Realty Associates LLC, a New York Limited Liability Company having a place of business at 2390 McDonald Avenue, Brooklyn, New York 11235, party of the first part, and , residing at party of the second part.

WITNESSETH:

The party of the first part, in consideration of Ten Dollars ($10.00), lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second party, the heirs or successors and assigns of the party of the second part forever,

ALL that certain piece or parcel or real property, with the improvements therein contained, situate and being a part of a condominium in the Borough of Brooklyn, County of Kings, City and State of New York, known and designated as Unit No. , located at 355 Kings Highway, Brooklyn, New York, together with percent undivided interest in the common elements of the condominium hereinafter described as the same as defined in the Declaration of Condominium hereinafter referred to.

The real property above described is a Unit shown on the plans of a condominium prepared and certified by Felix Tambasco, Registered Architects, and filed in the office of the Register of the City of New York, Kings County on the day of , as Map No. as defined in the Declaration of Condominium entitled 355 KINGS HIGHWAY CONDOMINIUM made by 355 Realty Associates LLC, under Article 9-B of the New York Real Property Law dated , in Reel at Page covering the property therein described.

The land area of the property is described as follows: ALL that certain lot, piece or parcel of land situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

See Schedule "A" Annexed Hereto

TOGETHER with the benefits, rights, privileges, easements and subject to the burden's, covenants, restrictions, by-laws, regulations and easements all as set forth in the Condominium Documents filed and recorded as aforesaid.

AND SUBJECT to the following Declarations and Agreements and Easements recorded in the Office of the Register of the City of New York, Kings County:

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for purpose of paying the cost of the improvement before using any part of the total of the same for any other purpose.

The use for which the Unit is intended is that of a one-family residence, subject to the applicable governmental regulations and the restrictions contained in the Declaration.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

Attest: 355 Realty Associates LLC

_____ By _____

_____

, PURCHASER

STATE OF NEW YORK)
.SS:
COUNTY OF KINGS)

On the day of in the year 200_ before me, the undersigned, a Notary Public in and for said state, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or person upon behalf of which the individual(s) acted, executed the instrument.

_____

_____
Notary Public

355 REALTY ASSOCIATES LLC

TO

SECTION:

BLOCK:

LOTS:

COUNTY: KINGS

RECORD & RETURN TO:

TITLE NO.:

355 Kings Highway

LOCATION AND USE OF ASSETS

The Condominium is located in Block 6653, LOT 33, Kings County, Brooklyn, New York. The building lies within an R-6 Residential Zone which as per Section 22-12 permits Use Group 2 residential use as a matter of right.

STATUS OF CONSTRUCTION

The building plans have been approved by The Department of Buildings under application #301504316. The building will comply with Section 27–277 of the New York City Building Code for Type ID Construction. This type of construction includes those buildings in which the exterior Bearing walls and other major Structural elements are generally of Two Hour Fire Resistance Rating. The building will consist of 28 residential units and a community facility unit on the first floor with a total area of 10,327 Sq. Ft. which will be offered for sale with 19 car parking area at the cellar floor level. A Certificate of Occupancy will be issued upon completion of the building and sidewalk.

SITE

The land premises is situated on the north east corner of Kings Highway and West 4th street, and runs then in a northerly direction 112.2', thence in a easterly direction 100'-0", then in a southerly direction 146.67', thence in a westerly direction 105.78' to the point of the beginning. The area enclosed is 12,943 square feet or .30 acres. The square footage of the building is 65,289 square feet. The street is owned and maintained by the City of New York. The street pavement is composed of asphalt, and the sidewalk and curbs will be new concrete. The sidewalk slopes away from the building thus providing positive drainage without ponding. Storm water from roofs and walks will go into a detention tank which will discharge into the city sewer. Sanitary sewer will discharge into combined sewer which is connected to city sewer system. Street lighting is provided by the City of New York by street lamps. Lighting will be provided at entrance doors. There is one curb cut leading to parking area at first floor. The driveway pavement as well as entry walkways to building from sidewalk area will be concrete.

UTILITIES

Water is furnished from the City of New York Water mains and water charges will be the obligation of the condominium owners in common. Water services will be metered and provided with backflow prevention devices. Natural gas service is provided by Keyspan Energy Natural Gas service is metered to each apartment for cooking purposes.

Electric service is provided by the Consolidated Edison Company of New York and is individually metered to each apartment unit. A separate electric meter obligated to the condominium owners in common, services public areas, parking area, elevator, utility rooms, and mechanical equipment. Telephone service is provided to each apartment. Cable television is available on a subscription basis.

SUBSOIL CONDITIONS

Soil Borings have been taken and indicate that the use of spread footing bearing capacity of 2 tons soil. The borings indicate that there are no known water streams present at this location. There is no danger of flooding or erosion.

LANDSCAPING AND ENCLOSURES

The building and parking area will essentially cover most of the lot, and as a result a small landscaped area will be provided at the rear of the building. This area will be seeded with grass seed.

OCCUPANCY

The community facility use will be limited to those uses listed Use Groups 3 and 4 of the N.Y.C. Zoning Resolution

The total number of units in this condominium is thirty two (28) units which breaks down as follows:

2nd floor	8 Dwelling units
3rd floor	7 Dwelling units
4th floor	6 Dwelling units
5th floor	7 Dwelling units
6th floor	0 Dwelling units
TOTAL:	28 DWELLING UNITS

The total number of residential rooms can be calculated by using the following Zoning Resolution formula:

-LIVING ROOM / DINING ROOM	= 1.5
-KITCHENETTE	= 1
-BEDROOM	= 1

The total numb r of residential rooms in this condominium is 89.
The total number of Zoning rooms = 131

UNIT	TYPE	# OF RESIDENTIAL RMS	# OF ZONING ROOMS
2nd floor	(2) one bedroom units	4 total	7
	(4) two bedroom units	12	18
	(1) two bedroom duplex	3	4.5
	(1) three bedroom unit	4	5.5
3rd floor	(1) one bedroom unit	2	3.5
	(4) two bedroom units	12	18
	(1) three bedroom unit	4	5.5
	(1) three bedroom duplex	4	5.5
4th floor	(1) one bedroom unit	2	3.5
	(3) two bedroom units	9	13.5
	(1) two bedroom duplex	3	4.5
	(1) three bedroom units	4	5.5
5th floor	(1) three bedroom unit	4	5.5
	(4) three bedroom duplex	16	22
	(1) two bedroom unit	3	4.5
	(1) two bedroom duplex	3	4.5
	TOTAL- 89 ROOMS		**131 ZONING ROOMS**

UNIT BREAKDOWN

Second floor:
One bedroom unit - consisting of living/dining room, kitchenette, (1) bathroom and (1) bedroom.
Two bedroom unit - consisting of living/dining room, kitchenette, (2) baths and (2) bedrooms.
Two bedroom duplex unit - consisting of living/dining room, kitchenette, (2 ½) baths and (2) bedrooms.
Three bedroom unit - consisting of living/dining room, kitchenette, (2) Baths and three bedrooms

Third & Fourth floors:
One bedroom unit - Consisting of living/dining room, kitchenette, bathroom and bedroom.
Two bedroom unit - Consisting of living/dining room, kitchenette, (2) bathrooms and (2) bedrooms.
Two bedroom duplex unit - Consisting of living/dining room, kitchenette, (2) bathrooms and (2) bedrooms.
Three bedroom unit - Consisting of living/dining room, kitchenette, (2) bathrooms and (2) Bedrooms.

Fifth floor:
Two bedroom unit - Consisting of living/dining room, kitchenette, (2) bathrooms and (2) bedrooms.
Two bedroom duplex unit - Consisting of living/dining room, kitchenette, (2) bathrooms and (2) bedrooms

Three bedroom unit - Consisting of living/dining room, kitchenette, (2) bathrooms and (3) bedrooms.
Three bedroom duplex unit - Consisting of living/dining room, kitchenette, (2.5) bathrooms and (3) bedrooms

Note: All apartments have washer dryer closets.

SQUARE FOOTAGE OF UNITS AND LIMITED COMMON ELEMENTS

Floor	Unit	Description	Area
Cellar			
	PS1	Parking Space	153
	PS2	Parking Space	153
	PS3	Parking Space	153
	PS4	Parking Space	153
	PS5	Parking Space	153
	PS6	Parking Space	153
	PS7	Parking Space	153
	PS8	Parking Space	153
	PS9	Parking Space	153
	PS10	Parking Space	153
	PS11	Parking Space	153
	PS12	Parking Space	153
	PS13	Parking Space	153
	PS14	Parking Space	153
	PS15	Parking Space	153
	PS16	Parking Space	153
	PS17	Parking Space	153
	PS18	Parking Space	153
	PS19	Parking Space	153

Floor	Unit	# BR	Area	Roof Terrace
Second				
	A	2BR	1,145	39
	B	2BR	998	55
	C	1BR	682	
	D	3BR	1,185	55
	E	2BR(duplex)	1,107	
	F	2BR	1,094	
	G	2BR	1,094	75
	H	1BR	756	70
Third				
	A	2BR	1,145	39
	B	2BR	998	55
	C	3BR(duplex)	1,374	
	D	3BR	1,185	55
	E	2BR(duplex)	1,227	
	F	2BR	1,094	
	G	2BR	1,094	75
	H	1BR	756	70

Fourth				
	A	2BR	1,136	39
	B	2BR	998	64
	D	3BR	1,179	55
	F	3BR(duplex)	1,684	619
	G	2BR	1,099	75
	H	1BR	757	70
Fifth				
	A	2BR	1,136	39
	B	3BR(duplex)	1,306	264
	C	2BR(duplex)	1,056	360
	D	3BR	1,180	56
	E	3BR(duplex)	1,629	780
	G	3BR(duplex)	1,712	715

BUILDING SIZE

The building consists of cellar floor & 6 stories of habitable spaces. The total number of residential units is 28 consisting of 4 one bedrooms, 15 two bedrooms and 9 three bedroom apartments. The room count is based on the City of New York Zoning Resolution.

The total height of the building from grade to Sixth floor roof is 63'-8". The floor to ceiling height in apartments is 9'-0".

STRUCTURAL SYSTEMS

The cellar floor consist of concrete slab supported on grade. All upper floors consist of concrete slab on metal deck and steel beams and girder with steel columns. All separations and assemblies are of non-combustible materials as required by the New York City Building Code. Foundations consist of concrete foundation walls and Footings Exterior walls are both steel studs with an exterior finishing system. All exterior walls are insulated with 3 ½ " batt insulation, having a minimum "R" factor of 11. The roof will be insulated with roof insulation having an average "R" factor of 11. Local Law 10 of the City of New York will apply to this building.

ASBESTOS REQUIREMENTS

This is new construction and no asbestos containing materials will be used.

WINDOWS AND SLIDING DOORS

Windows are Pella Wood Clad, with finish as called for on plans. All windows are double glazed. Window hardware is standard manufacturer's hardware. Specified windows have .04 CFM/lin. ft. of crack infiltration. Standard Manufacturers warranty of 20 years glass defects and 5 years hardware defects. All terrace and balcony doors shall be shall be Marvin french doors with finishes to match windows. Lintels are steel and sills are brick.

PLUMBING AND DRAINAGE

Water is provided by the New York City Water Supply System. Water is supplied for domestic and sprinklers with meters obligated to the owner's common charges. The sewage system carries both waste and sanitary sewage from each apartment unit as well as storm water. Sanitary storm water and waste stacks are made of cast iron and/or galvanized iron. Domestic hot and cold water piping is copper. House sewer connects to city sewer in street. The roof storm drainage systems carry runoff from low and high roofs. Runoff from all roofs is carried to drywells located in the rear yard.

SPRINKLERS

Building will be fully sprinklered per Local Law 10/99 with separate sprinkler metered water service from city street main. All sprinkler piping shall be either copper tubing or black iron piping. The sprinkler heads shall be N.Y.C. approved pendant heads.

HEATING

Heating system for each apartment is a hot water system which is supplied by a gas fired boiler, located in the cellar. The boilers are manufactured by Slant Fin (S-90) and the domestic hot water heater is a 40 gallon htr. manufactured by A.O Smith MO# f56h40. The heating system is a hydronic direct return type with copper fin tube base board heating elements. Heating distribution system consists of copper baseboard heating elements thermostatically controlled. Each apartment will have an individual thermostat which will control the temperature within the apartment. This installation will be inspected and signed off by the Department of Buildings prior to issuance of a Certificate of Occupancy.

GAS SUPPLY

Natural gas for cooking, boiler and domestic hot water is supplied by Con Edison. Natural gas is metered through individual meters. Piping distribution will be black iron.

HANDICAP PROVISIONS

All apartments will be handicapped adaptable as per Local Law 58/87 of New York City. In addition their will be one handicap parking space provided in the parking lot. In the event that there is no handicap unit owner, the space will be offered to others.

VENTILATION

All interior bathrooms and kitchenettes are mechanically ventilated by individual in-line exhaust fans that will provide 50cfm exhaust for bathrooms and 120 cfm exhaust for kitchenettes. Fans are connected to galvanized metal vent ducts enclosed in shafts. Fusible link fire dampers are provided at all exhaust openings in apartments. Public halls are mechanically exhausted.

RECREATIONAL FACILITIES

There will be a 1,043 Sq. Ft. recreation room on the fifth floor which has access to a roof terrace.

ELEVATOR

Building is to be provided with a hydrolic type passenger elevator meeting handicap requirements. Elevator shall have capacity of 3000 lbs,(12 person capacity) and shall travel at 125 feet per minute. The elevator shall be manufactured by Tayseen-Krupp Elevator. with interior wall finishes of plastic laminate, floor finishes of ceramic and stainless sr. ceiling with down lights.

COMPACTOR & TRASH CHUTE

Building is provided with an approved type compactor. The compactor is located in compactor room at first floor, serviced by a compactor chute with access from trash rooms at all floors. Chute is enclosed in two hour rated construction with approved type hopper doors at each floor.

LAUNDRY

Each apartment shall have a stacking washer and electric dryer hook up.

ELECTRIC SYSTEM

Service to the building is from one service consisting of disconnect switch, 4 sets 500 MCM 3 phase system providing a total of 1600 amps for the building. Service to individual units is 60 amp, 4 wire120 / 208 volts with panel boards in each apartment. A house meter, obligated to all condominium owners in common will service public spaces power light including elevator and compactor. All meters are to be located in the cellar. Each apartment will be provided with separate circuits for air conditioning, and approximately 12 circuits will be provided for lighting, convenience outlets, power outlets, etc. Each apartment shall receive shall receive the following lighting: -living and dining rooms six incandescent high hats - bedrooms two incandescent high hats - kitchen one surface mounted incandescent fixture - bathrooms one surface mounted incandescent fixture. The electrical system will be adequate for all intended uses including air conditioning units.

PARAPETS

Building is to be provided with 2'-0" minimum height parapet wall constructed. Parapet walls to have aluminum coping.

EXTERIOR AND APARTMENT ENTRANCES

There is one pair of entry doors leading to vestibule. Both doors are of aluminum construction with insulating glass panels and are set in glazed steel side-lites and transoms as shown on drawings. All steel doors and frames are painted. All entrances to apartments at 1st through 6th floors are metal fireproof self-closing doors which lead to public halls.

ROOF AND ROOF STRUCTURES

The roof is to be covered with single ply modified bituminous roof over 2" thk. Polystryene rigid insulation or equal. Roof to be constructed of reinforced concrete slab on metal deck over steel beams, and shall be 1 hr rated conforming to 1C construction classification as per N.Y.C. Building Code. All roof penetrations to be flashed and be water-tight. Roof is enclosed on all sides with 2'-0" high parapet walls and with railings. Storm water will drain to interior cast iron leaders which will carry water to drywells. Roof is served by public stairs which lead to roof and are provided with windows for ventilation. As specified in the construction documents roof terrace shall have a concrete wearing slabs.

METAL WORK AT ROOF LEVELS

Metal work at the roof level consists of vents, flue, etc. All metal work is weather protected and flashed at the roof penetration.

BALCONIES

Balconies shall have concrete floors and aluminum railings as selected by the sponsor.

YARDS AND COURTS AND DRIVEWAYS

The building occupies the entire lot. There are no yards or courts.

INTERIOR PUBLIC STAIRS

Two (2) stairs will service the building to conform to New York City Building Code requirements. One stair will be located at center of building adjacent to the elevator and the other located at the southerly end of the public hall. These stairs will service all floors and will be enclosed with two hour rated walls and have fire-proof self-closing doors serving each floor. Stairs are metal pan filled concrete fill painted. Stairs shall be provided with non-slip nosings and metal handrails. All interior access stairs are to be of wood with wood railings.

INTERIOR DOORS AND FRAMES

Doors leading from stairs to apartment units are hollow self closing 1 hour fire-rated steel doors set in metal frames. All apartment unit interior doors are either wood or particle board, all set in wood frames. All wood doors are to be painted. All wood frames for all doors are to be painted. All doors to public and utility spaces shall be steel where fire ratings are required, or wood, all set in metal frames and all painted.

REFUSE DISPOSALS

Refuse will be handled by compacting all refuse in compactor located in Compactor Room at basement floor and then removed by the New York City Department of Sanitation. Trash chute serving all floors will lead to compactor. All recyclable material will be kept in trash rooms, collected and carted away by NYC Department Sanitation.

TELEVISION RECEPTION FACILITIES

Television outlets will be provided in each apartment in living room and master bedroom. Cable TV on subscription basis will be available.

PUBLIC AREA LIGHTING

The lobby, stairs, halls, outdoor lighting and public spaces will be illuminated by energy efficient flourescent fixtures.

PARKING AREAS

The site accommodates 19 parking spaces in the cellar. This area is accessed via a entrance on West 4th st.

GUARANTEES AND WARRANTIES

Roof and roof materials is guaranteed by the Roofing Contractor for one year. No Manufacturer's warrantees are being offered.

UNIT INFORMATION

Room	Floor	Wall/Ceiling	Bathfix	Kitchenfix
Bath	Ceramic Tile	G.W.B. Painted	Vitreous China or 4'-0" Tile Wainscot	Lavatories: Enamel cast iron Water Closet Toilets: Vitreous China tank and bowl
Kitchen	Ceramic Tile	G.W.B. Painted		Stainless Steel sink
Bedroom	Lam. Wd.	G.W.B. Painted		
Living room	Lam. Wd.	G.W.B. Painted		
Dining room	Lam. Wd.	G.W.B. Painted		
Entry Halls	Lam. Wd.	G.W.B. Painted		

All of the following items will be new and provided by the sponsor - Bath fixtures consist of: Tub - Crane Armor Plus 2-206, Toilet - Crane Galaxy Elite 3-662, Pedestal Sinks - Kohler Memoirs K2238-8, Shower - Moen TL183, Bath Faucet - Huntington Brass HB 8726C and Medicine Chest - Robern CDC2026. Kitchen Fixtures consist of Sink - Dayton Elite 8" stainless steel, Kitchen Faucet - Huntington Brass HB 8516, Dish washer - Magic Chef DU45OUB, Gas Range - Magic Chef CGR374OADH, Refrigerator - Magic Chef CTB1925DRW . Kitchens consist of Mica base and wall cabinets. The sponsor reserves the right to substitute equal fixtures and appliances.
All fixtures shall be water saving devices as required by Local Law.

FINISH SCHEDULE OR SPACES OTHER THAN UNITS

Room	Floors	Walls	Ceiling
Vest. & Lobby	Vinyl tile or Possible upgrades	G.W.B. Painted	G.W.B. Painted
Public hall & Exit Corridor	Vinyl tile	G.W.B. Painted	G.W.B. Painted
Parking Area	Concrete	Conc. Bl. Unpainted	G.W.B. Painted
Utility Rooms	Concrete	G.W.B. Painted	G.W.B. Painted
Trash Rooms	Vinyl Tile	G.W.B. Painted	G.W.B. Painted

UNIT DIMENSIONS

Each unit shall consist of the area enclosed horizontally by the unexposed sides of the dry walls of the exterior walls of the building and by the unexposed sides of the dry walls or the exposed face of the concrete of those walls and partitions which separate the unit from the corridors, stairs, mechanical equipment spaces and other units, and enclosed vertically by the underside of the unit's finished flooring and the exposed painted face of the concrete ceiling or the unexposed side of the unit's drywall ceiling where applicable. The Doors and windows which open from the unit shall be deemed part of the unit. No unit owner shall be deemed to own the supporting columns, pipes, wires, conduits or other public lines running through the unit which are utilized for or serve more than one unit.

GENERAL INFORMATION

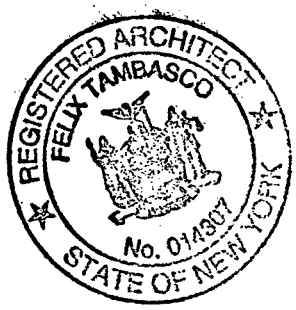
Smoke detectors shall be provided in all apartment units. All plans and applications were approved under application No. by the City of New York Department of Buildings. The entire building will be sprinklered to conform to local law 10/99 of the City of New York.

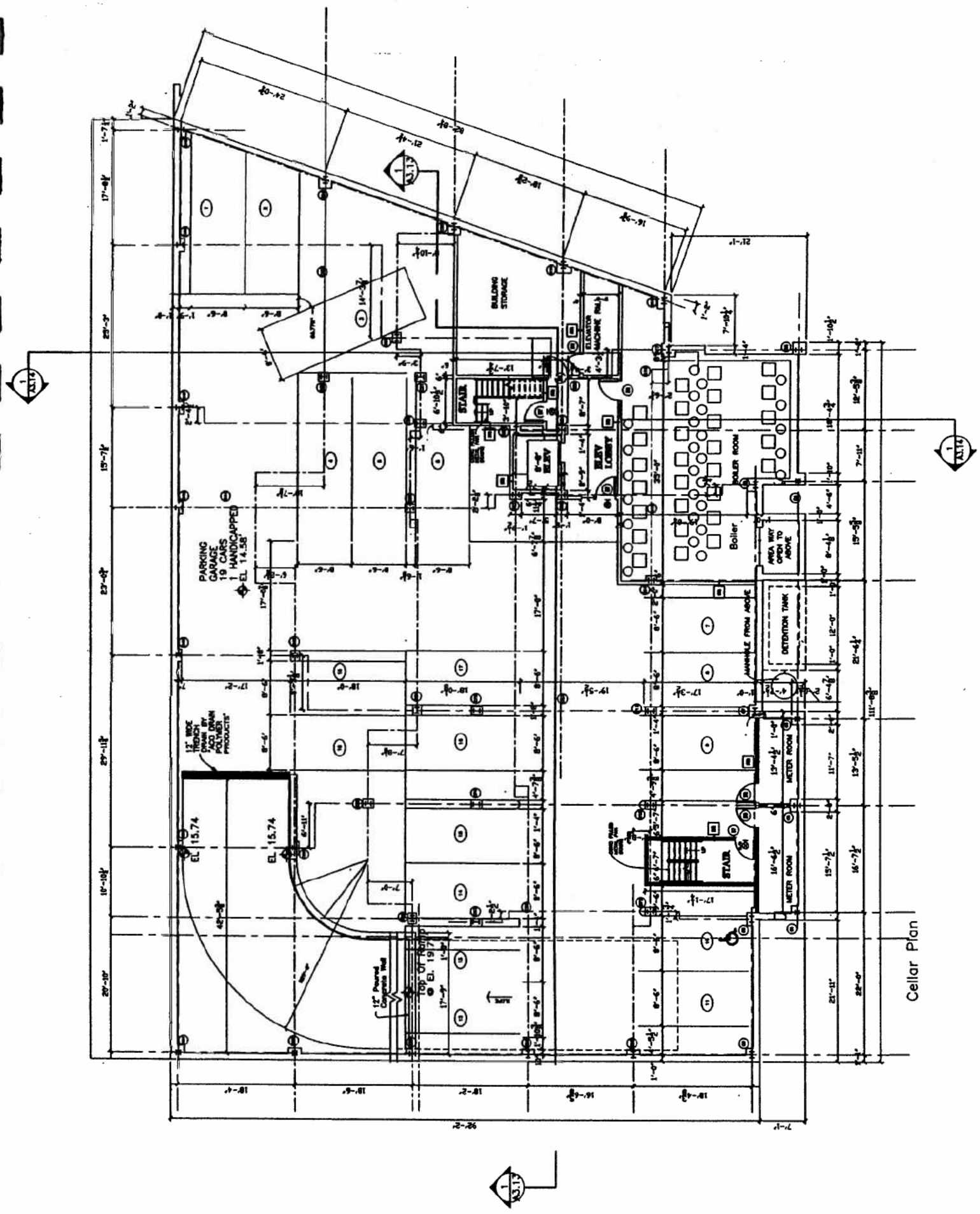
The Construction of the building will begin in 2003. A Building Permit will be obtained from the Department of Buildings. The construction of the building is expected to be completed in 2004. Dates can vary depending upon Construction schedules.

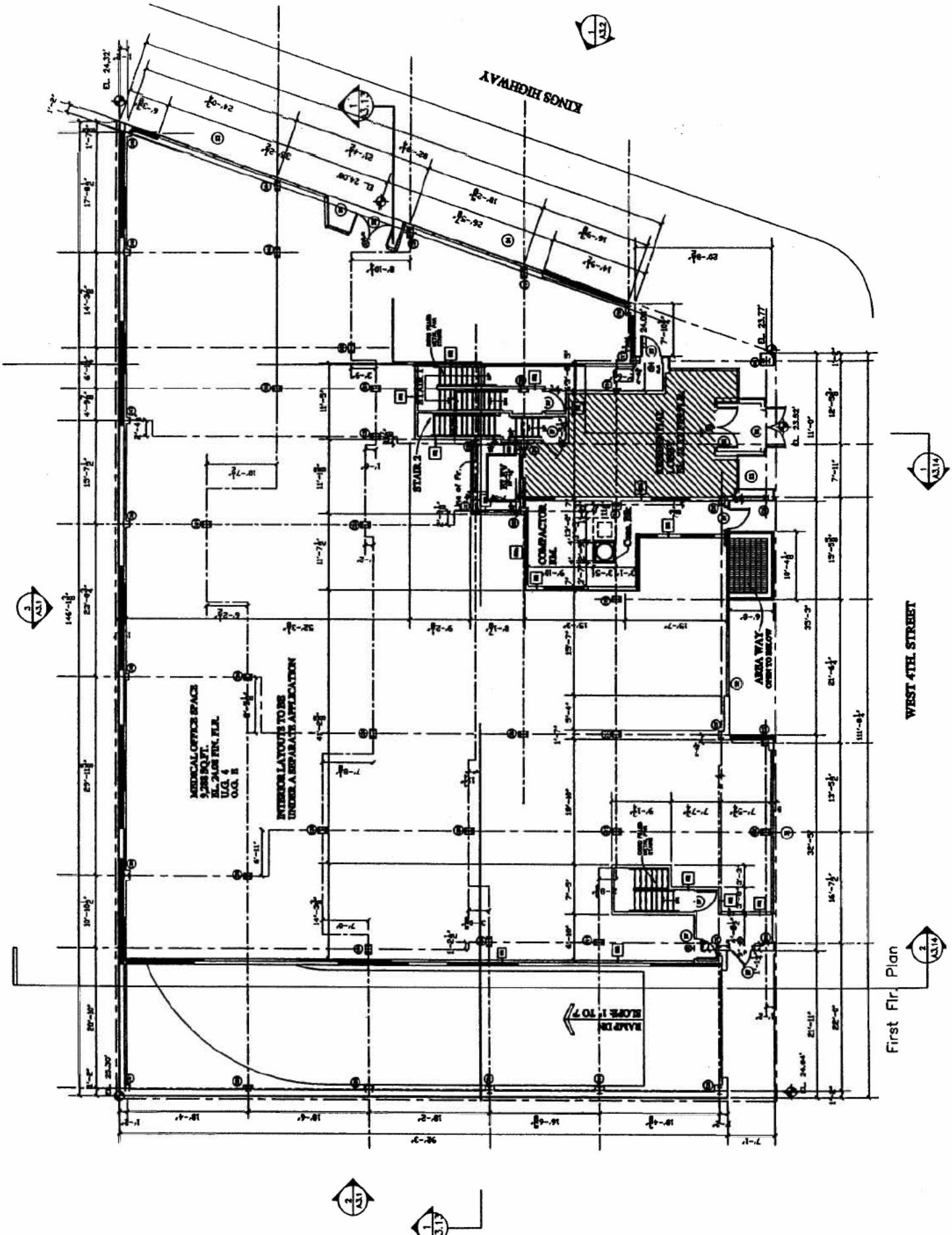
The building and site will be constructed in accordance with the New York City Building Code, the Multiple Dwelling Code, the New York City Zoning Resolution and all other applicable authority and in accordance with plans and applications on file with the Department of Buildings of the City of New York. With reference to the preparation of plans, the sponsor has retained the services of a Architect who prepared same. The sponsor represents to the best of its knowledge that the plans accurately describe the building units, common elements and completion of construction. This building complies with the New York City Local Law 58 (Handicapped Access Law). As of the date of the first closing, the sponsor represents that it will have a least a temporary Certificate of Occupancy for the building contained therein.

Submitted By:

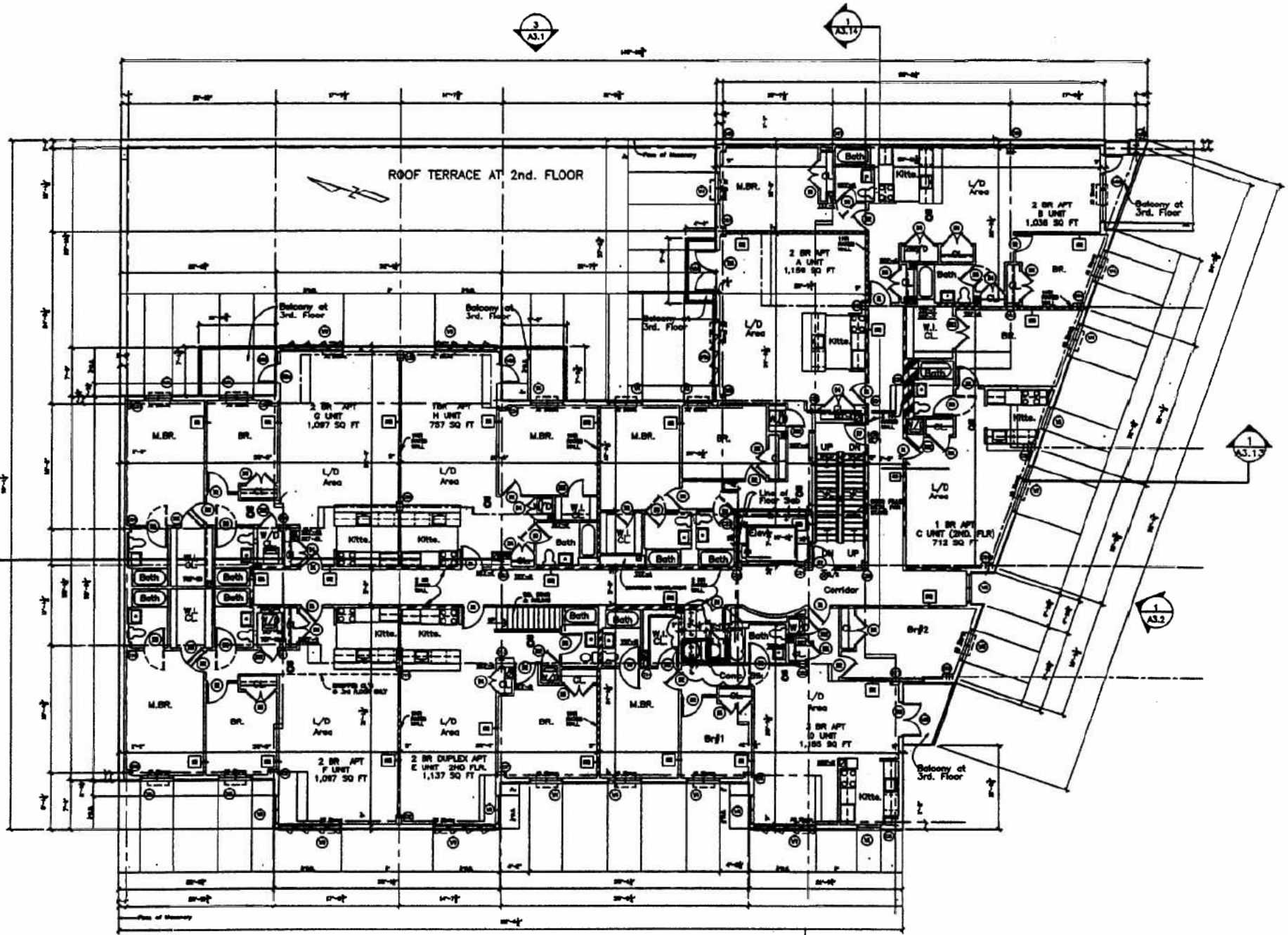
FELIX TAMBASCO, A.I.A.
Date: October 18, 2004



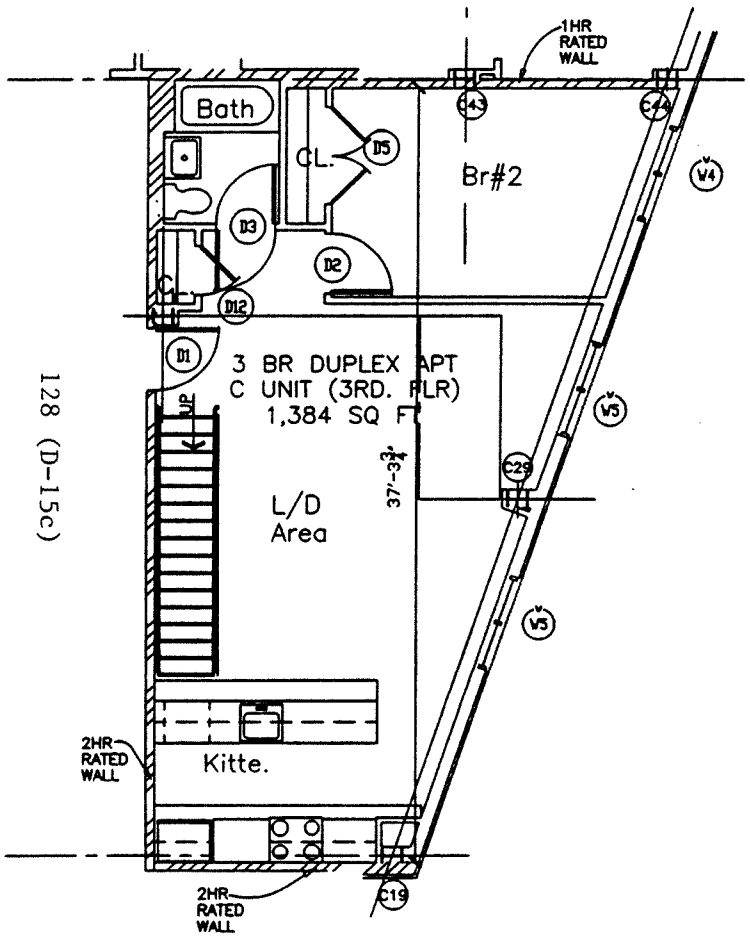

PARKING GARAGE 19 CARS 1 HANDICAPPED EL 14.58'
EL 15.74
EL 15.74
STAIR
ELEV
ELEV LOBBY
BUILDING STORAGE
ELEVATOR MACHINE RM.
BOILER ROOM
Boiler
AREA WAY OPEN TO ABOVE
DETENTION TANK
MANHOLE FROM ABOVE
METER ROOM
METER ROOM
STAIR
12" WIDE TRENCH DRAIN BY ACO DRAIN POLYMER PRODUCTS
12" Poured Concrete Wall
Top Of Ramp
EL. 19.17'
Cellar Plan

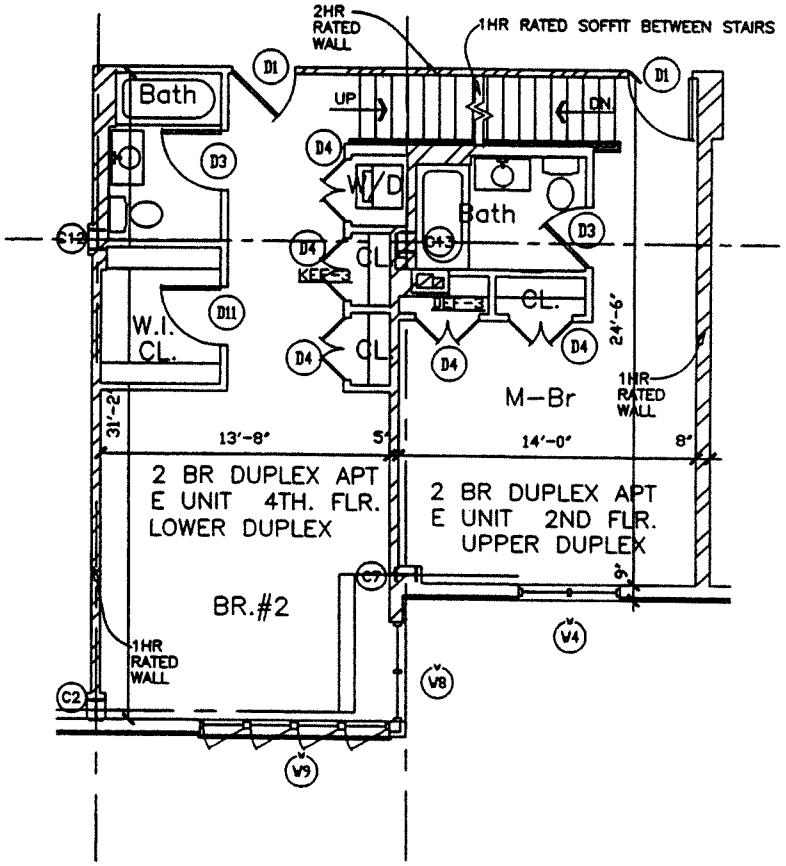

KINGS HIGHWAY
WEST 4TH. STREET
STAIR 2
MEDICAL OFFICE SPACE
5,288 SQ.FT.
EL. 24.66 FIN. FLR.
U.G. 4
O.G. 8
INTERIOR LAYOUT TO BE
UNDER A SEPARATE APPLICATION
AREA WAY
OPEN TO BELOW
RAMP DN
SLOPE 1" TO 7'
First Fl

Plan

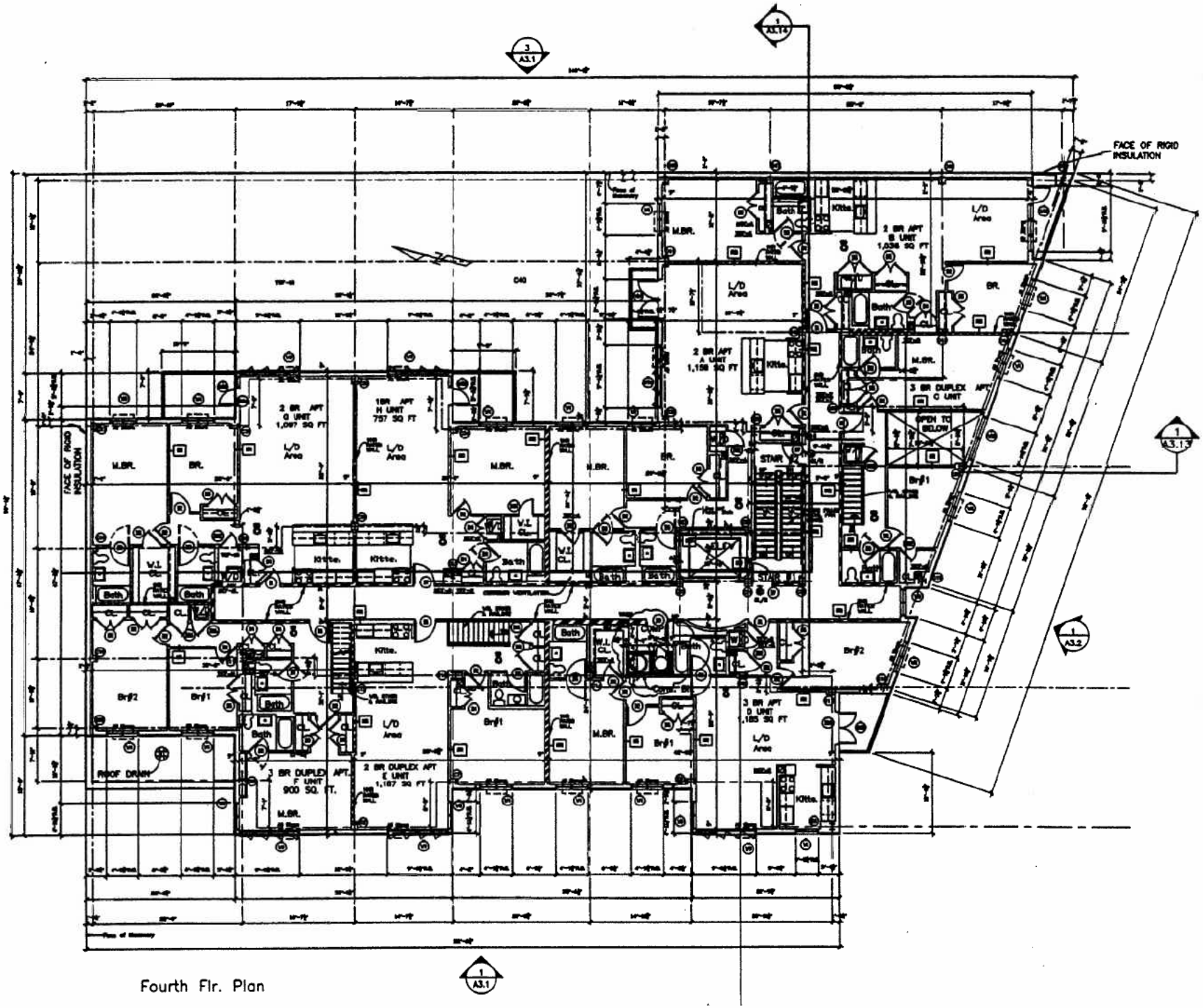


Second & Third Flr. Plan

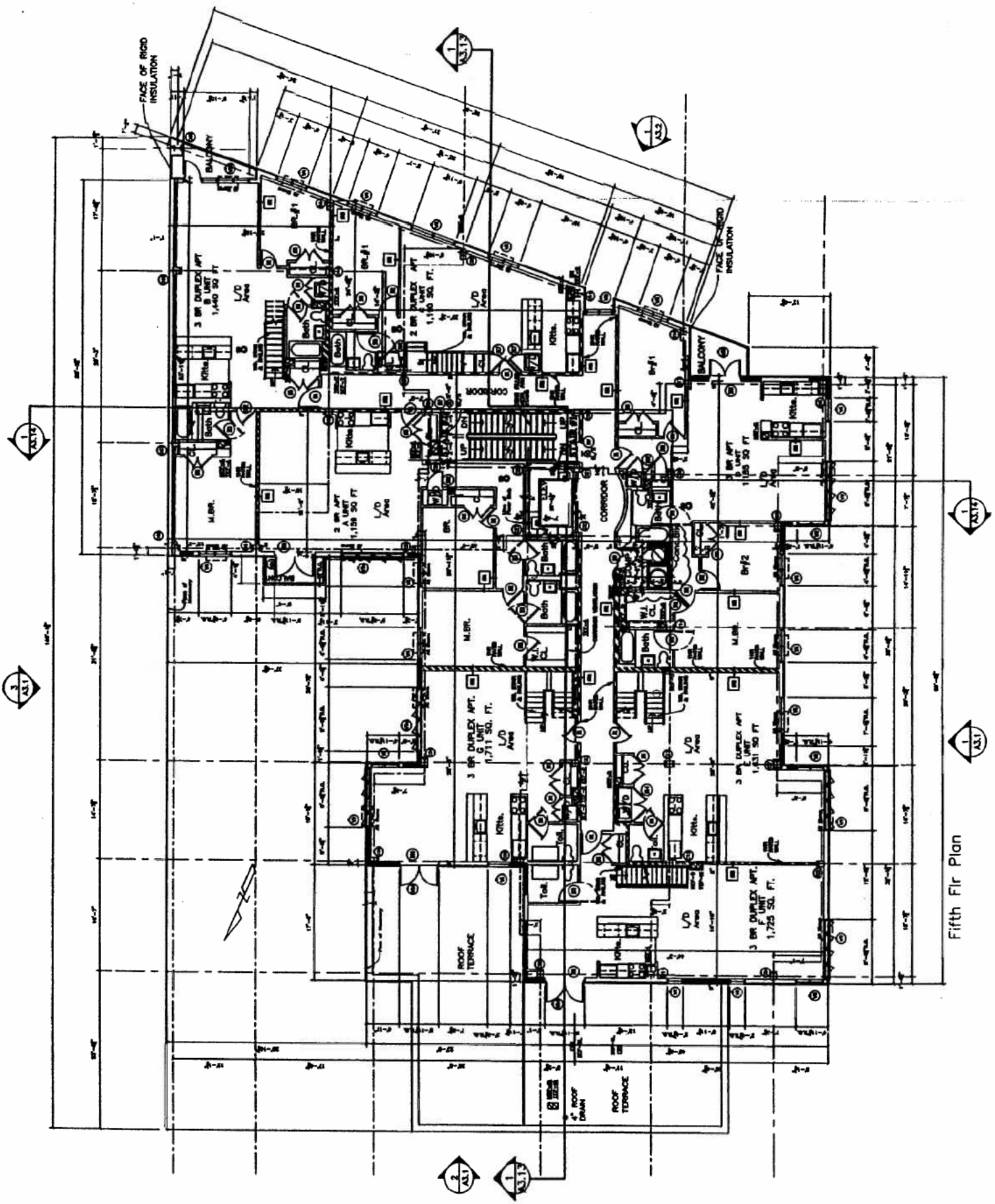


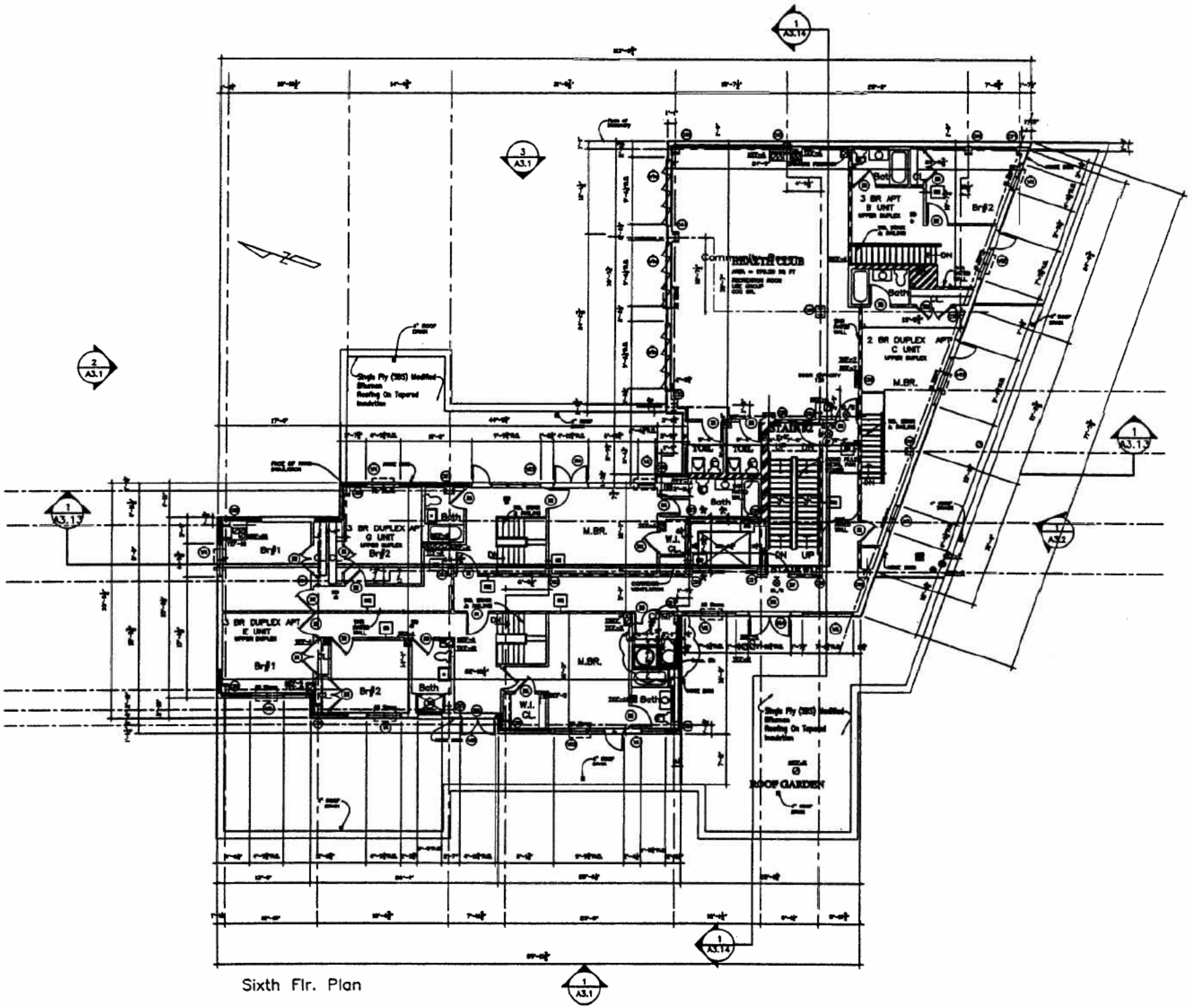


Partial Third Flr. Plan

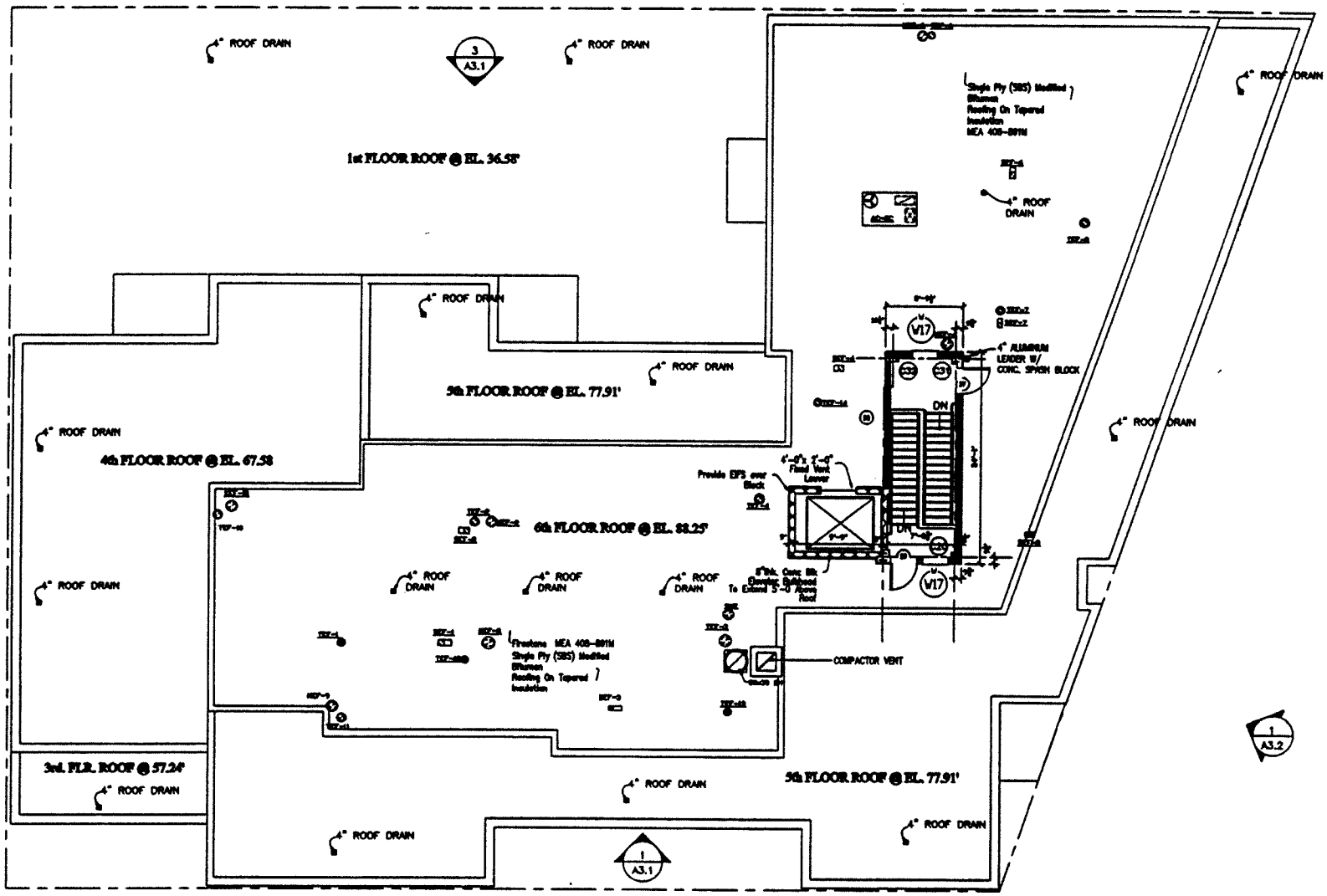


Fourth Flr. Plan

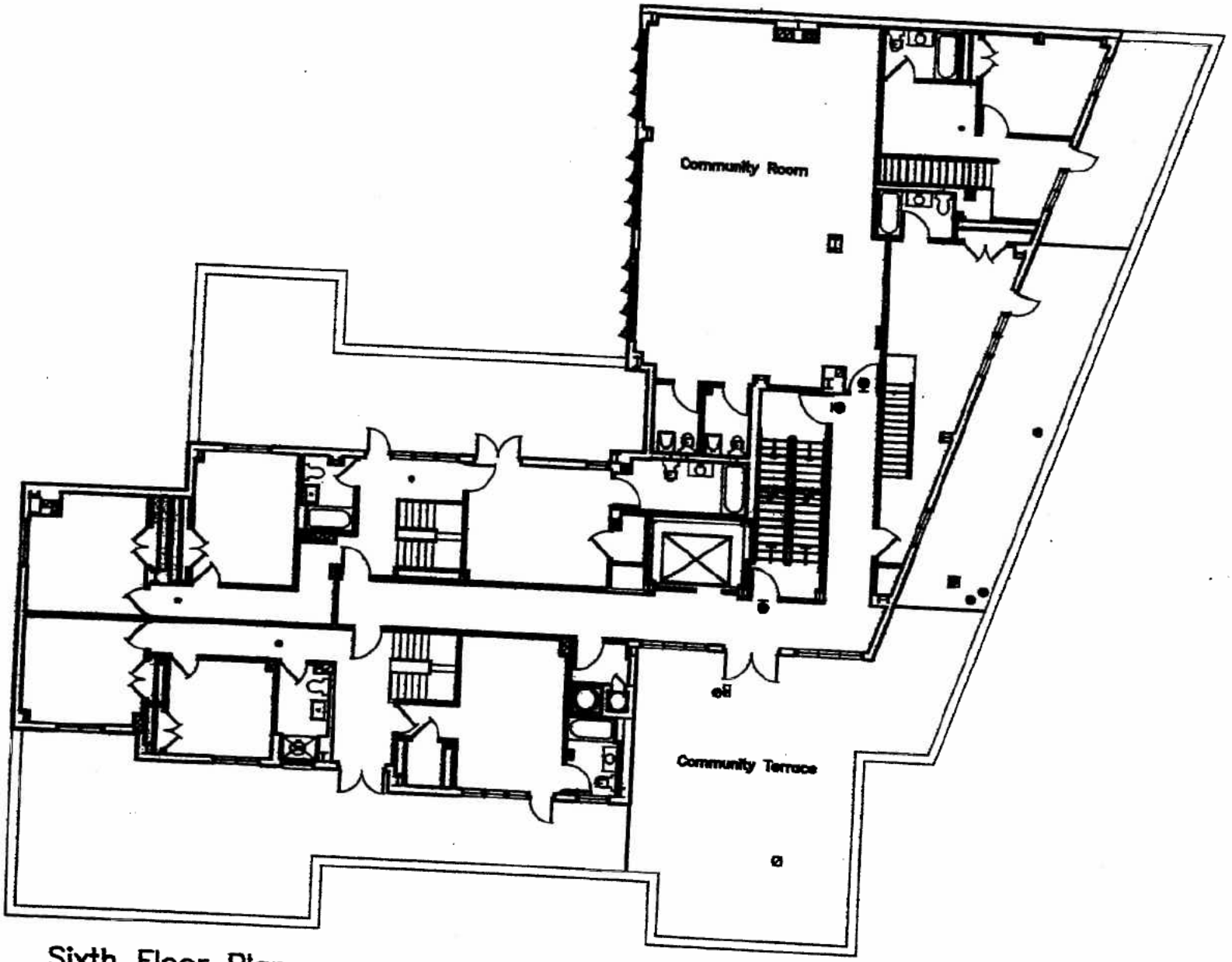

FACE OF RIGID INSULATION
BALCONY
3 BR DUPLEX APT B UNIT 1,440 SQ FT
2 BR DUPLEX APT D UNIT 1,110 SQ. FT.
CORRIDOR
2 BR APT A UNIT 1,159 SQ FT
M.BR.
BR.
3 BR APT 1,105 SQ FT
3 BR DUPLEX APT. G UNIT 1,711 SQ. FT.
3 BR DUPLEX APT E UNIT 1,631 SQ FT
3 BR DUPLEX APT. F UNIT 1,725 SQ. FT.
ROOF TERRACE
5" ROOF DRAIN
Fifth Flr Plan



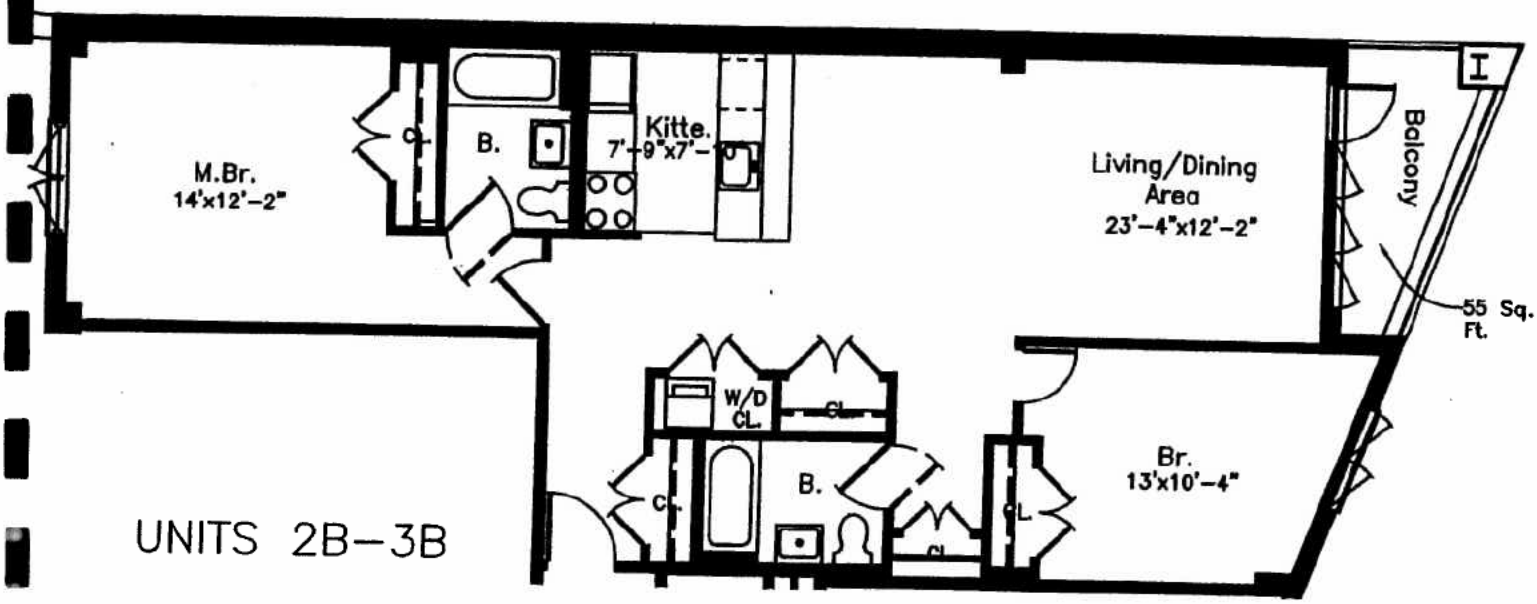
Sixth Flr. Plan


4" ROOF DRAIN
3
A3.1
1st FLOOR ROOF @ EL. 36.58'
5th FLOOR ROOF @ EL. 77.91'
4th FLOOR ROOF @ EL. 67.58
6th FLOOR ROOF @ EL. 88.25'
3rd. FLR. ROOF @ 57.24'
Single Ply (SBS) Modified Bitumen Roofing On Tapered Insulation MEA 408-89IM
4" ROOF DRAIN
V17
4" ALUMINUM LEADER W/ CONC. SPLASH BLOCK
DN
Provide EFS over Block
4'-0", 5'-0" Fixed Vent Louver
8" Std. Conc Blk. Chimney Stairwell To Extend 5'-0" Above Roof
COMPACTOR VENT
Firestone MEA 408-89IM Single Ply (SBS) Modified Bitumen Roofing On Tapered Insulation
2
A3.1
1
A3.1
1
A3.2

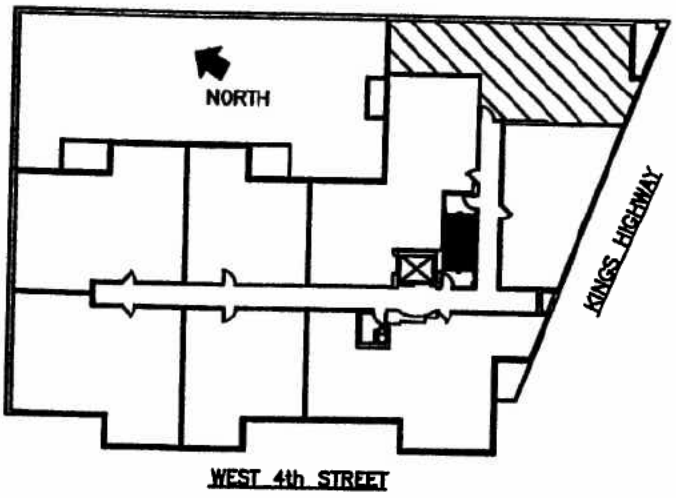
Roof Plan



Sixth Floor Plan

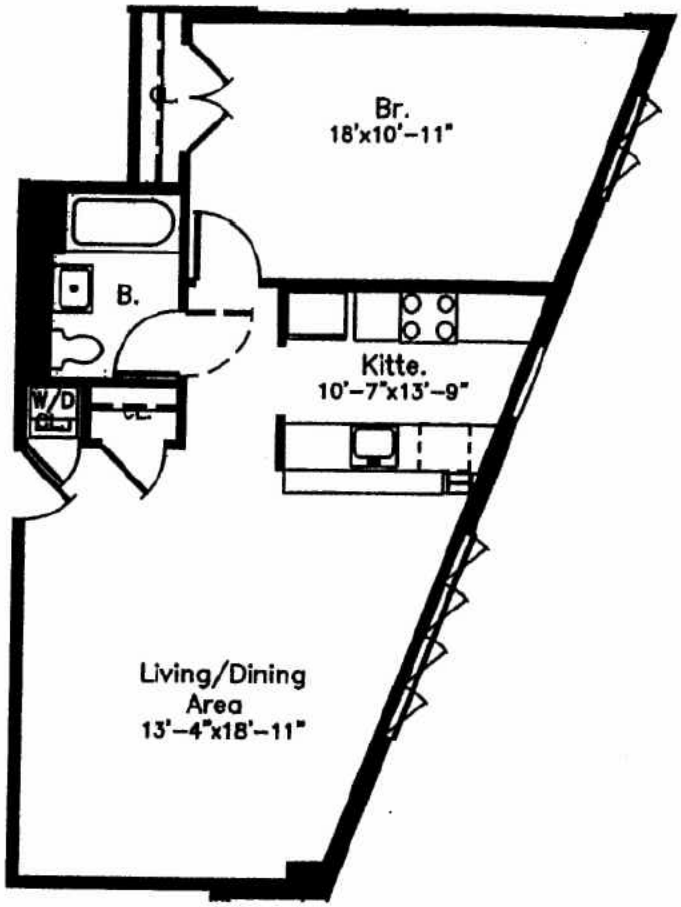


UNITS 2B–3B

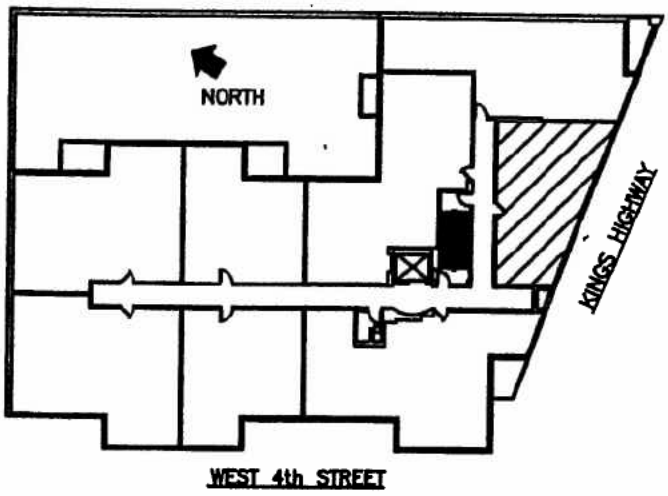


355 KINGS HIGHWAY

dimensions are approximate.
s and dimensions will vary from floor to floor.
ase see your sales representative for specific details.

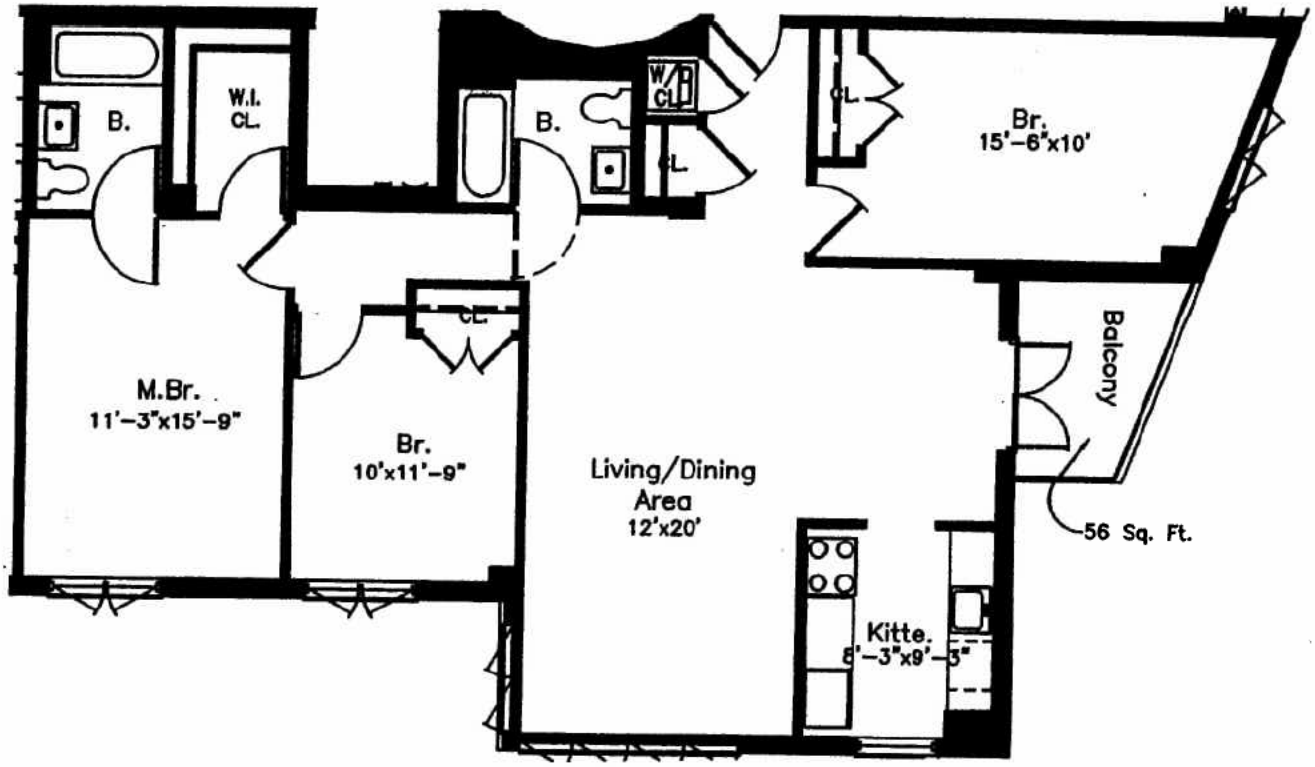


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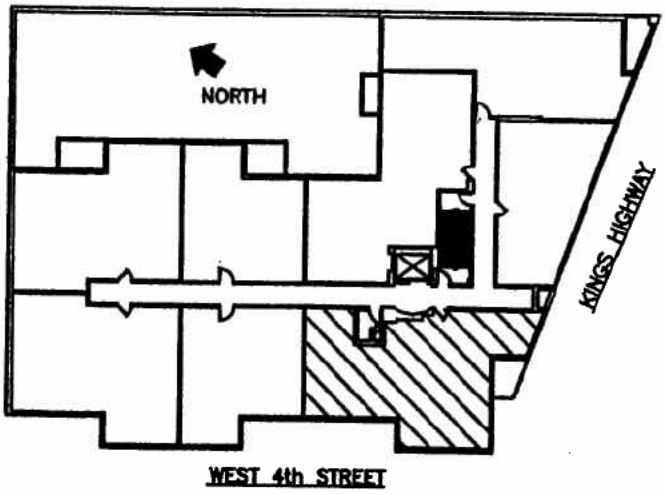


355 KINGS HIGHWAY

All dimensions are approximate.
Plans and dimensions will vary from floor to floor.
Please see your sales representative for specific details.

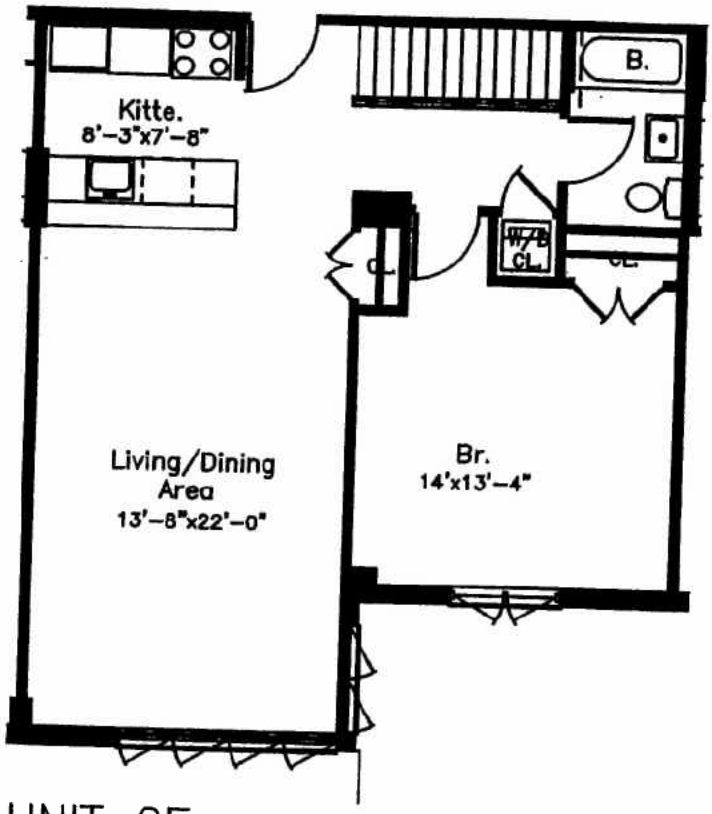


UNITS 2D–3D

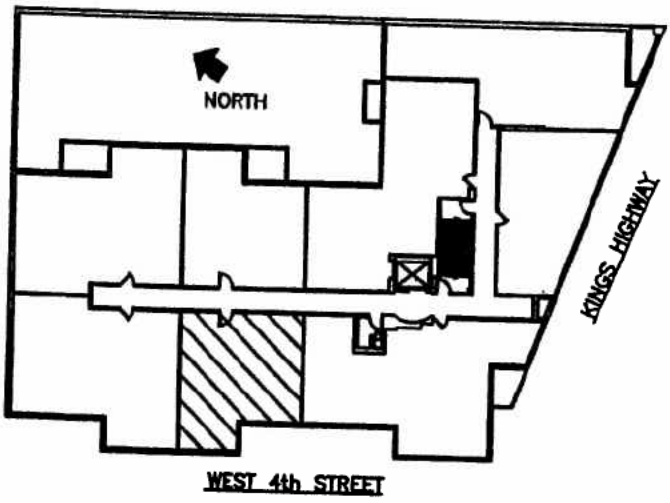


355 KINGS HIGHWAY

All dimensions are approximate.
Plans and dimensions will vary from floor to floor.
Please see your sales representative for specific details.

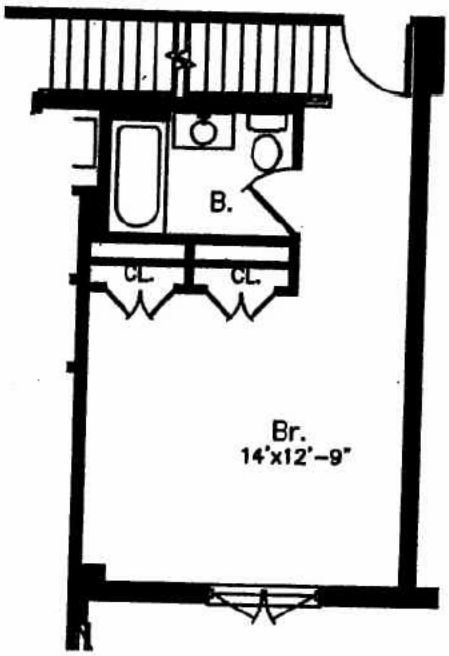


UNIT 2E

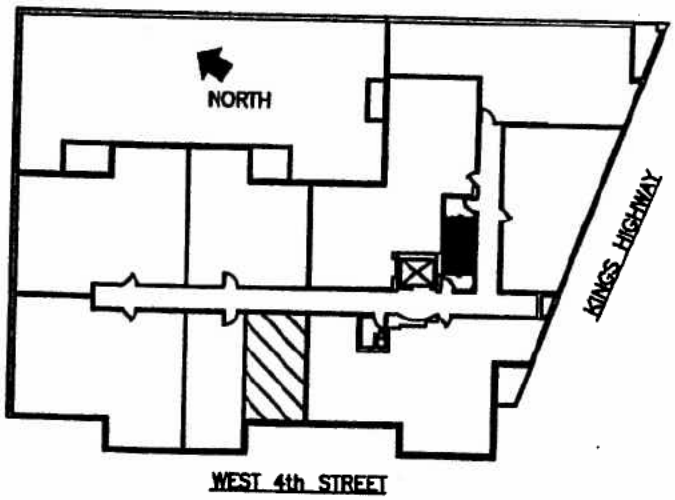


355 KINGS HIGHWAY

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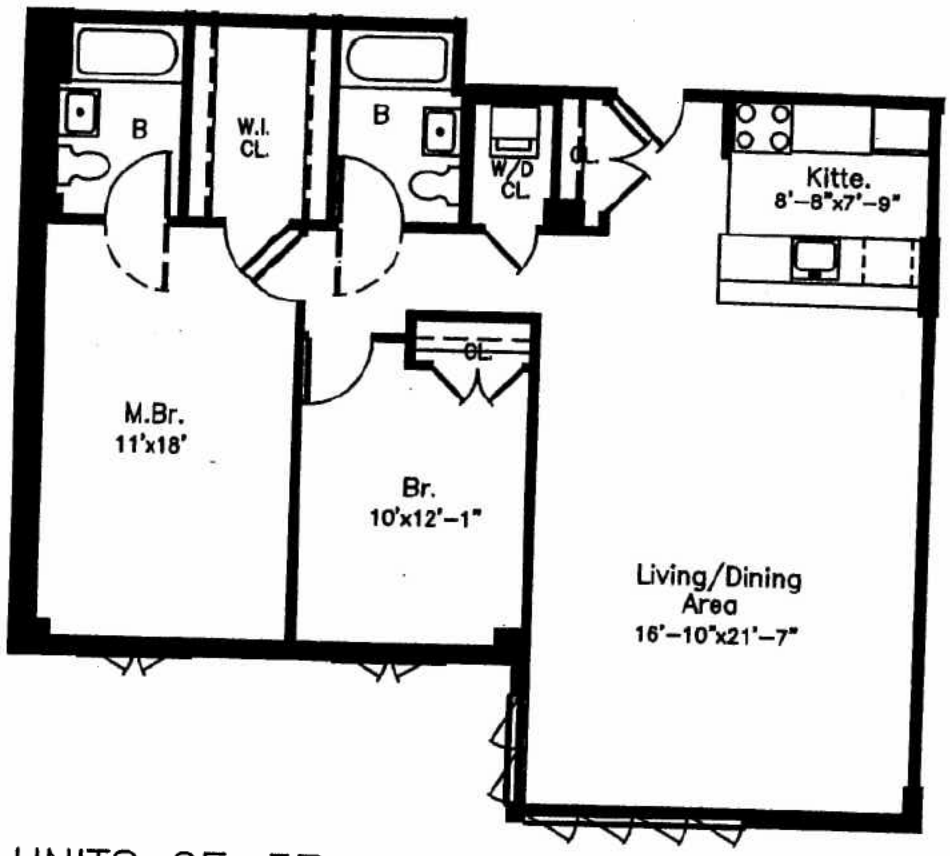


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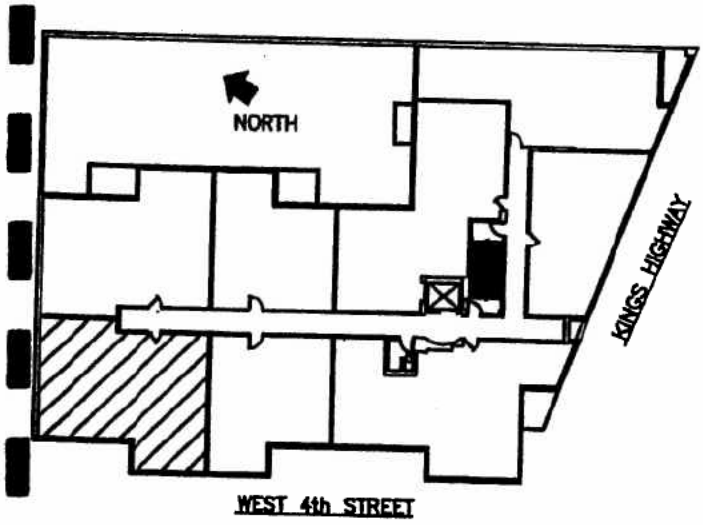


355 KINGS HIGHWAY

All dimensions are approximate.
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Please see your sales representative for specific details.

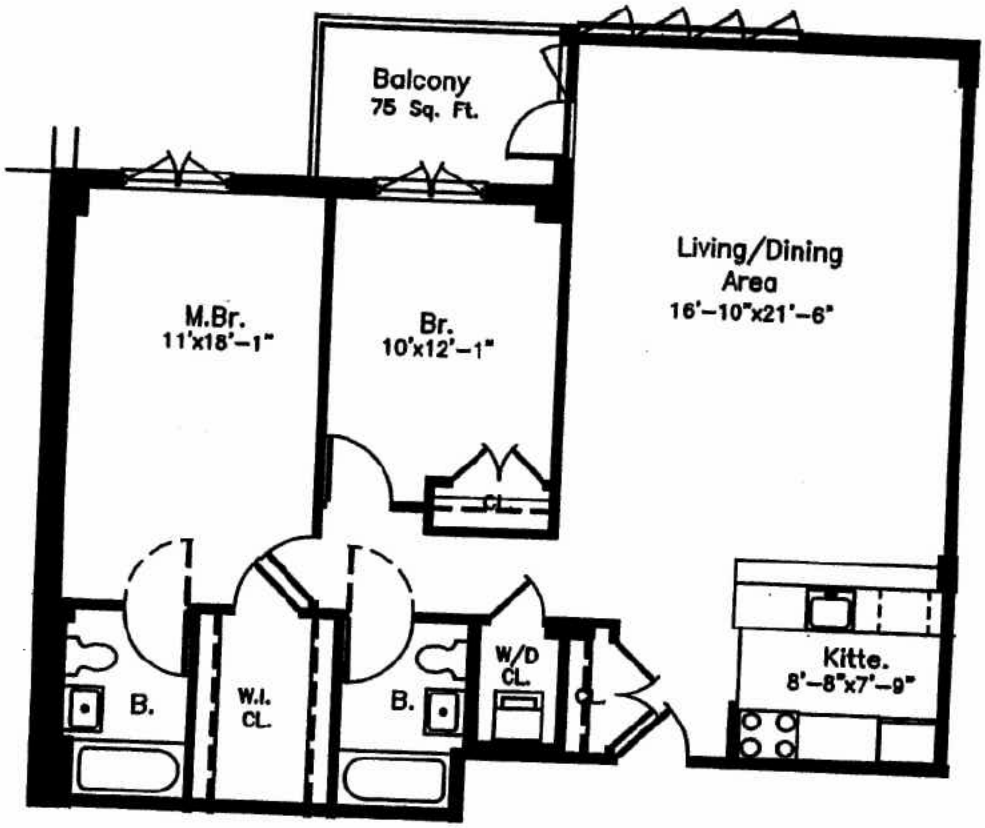


UNITS 2F-3F

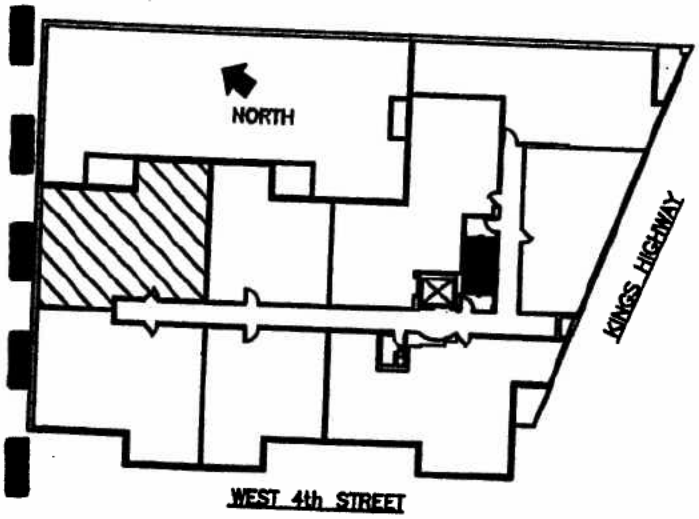


355 KINGS HIGHWAY

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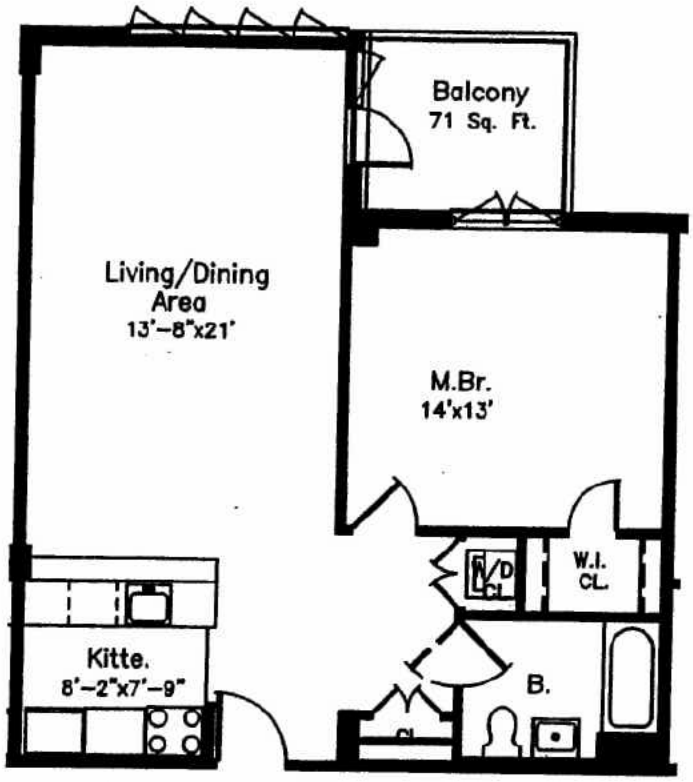


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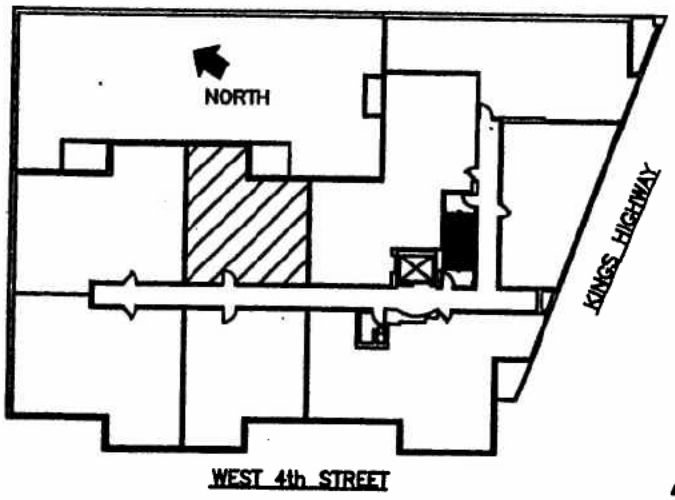


355 KINGS HIGHWAY

Dimensions are approximate.
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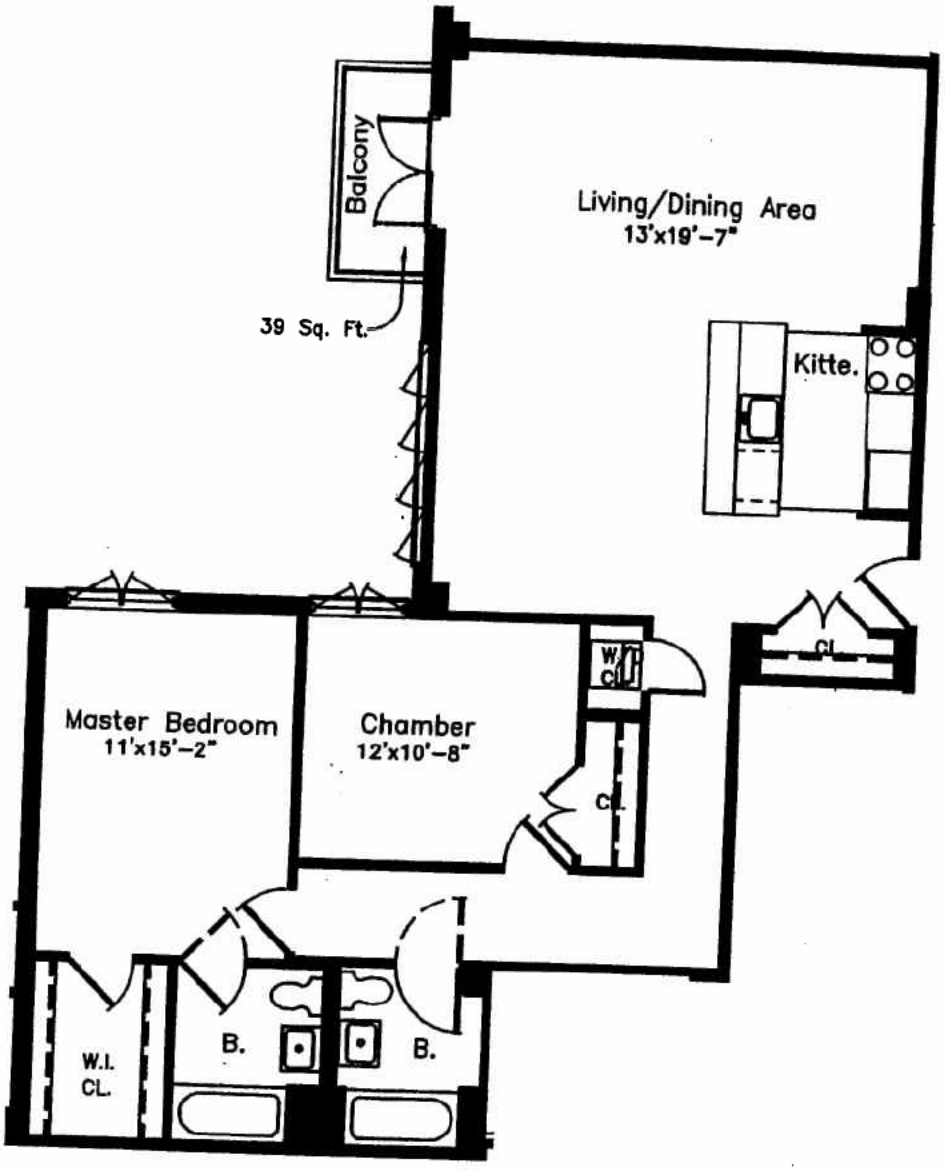


UNITS 2H–3H

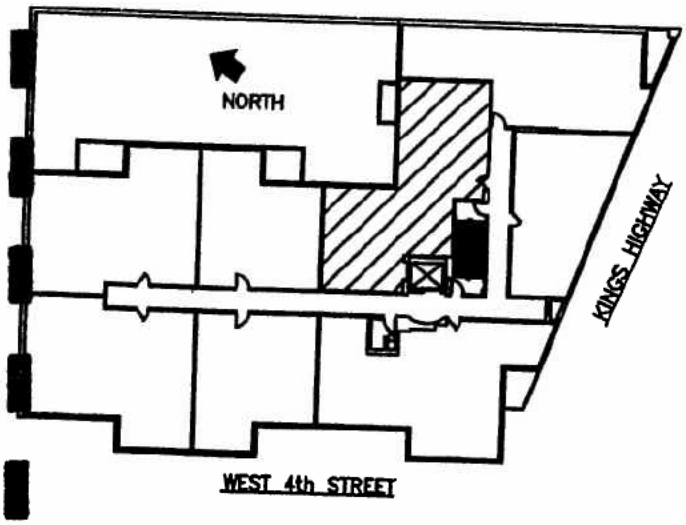


355 KINGS HIGHWAY

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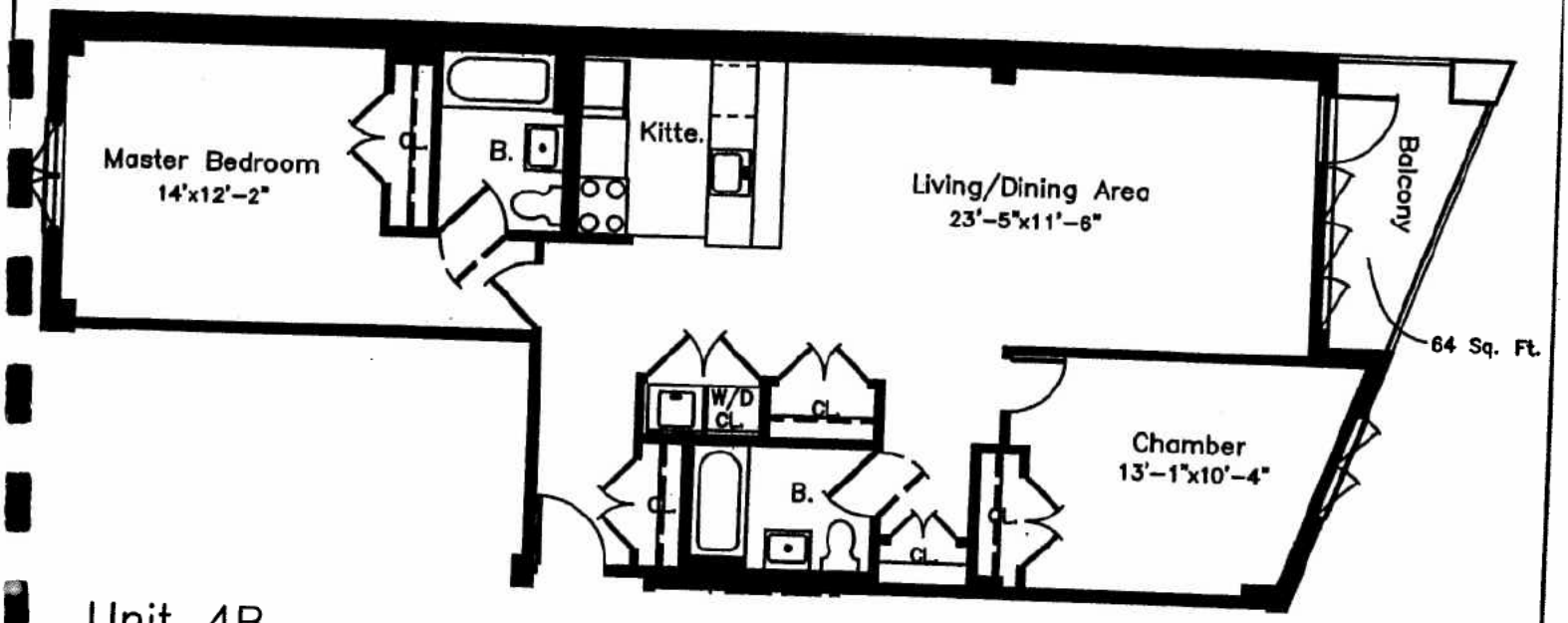


Unit 4A

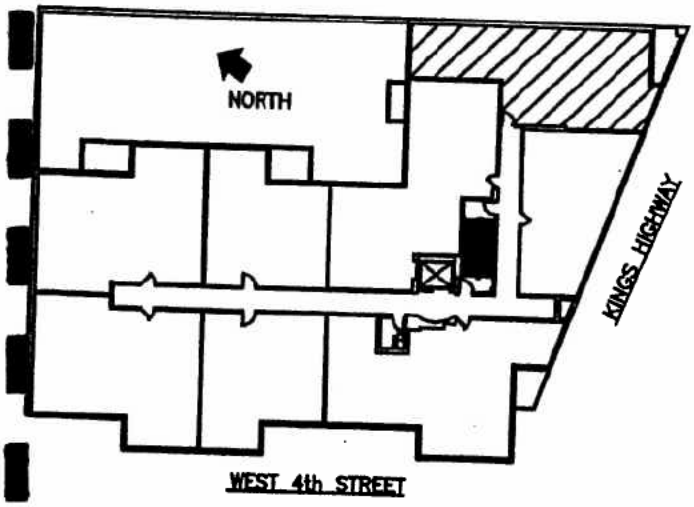


355 KINGS HIGHWAY

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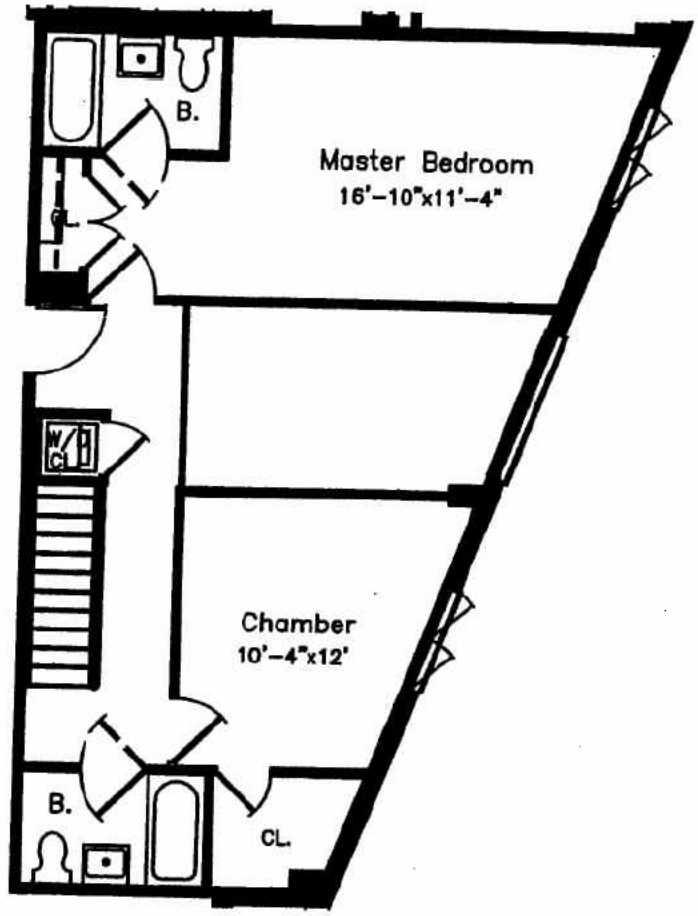


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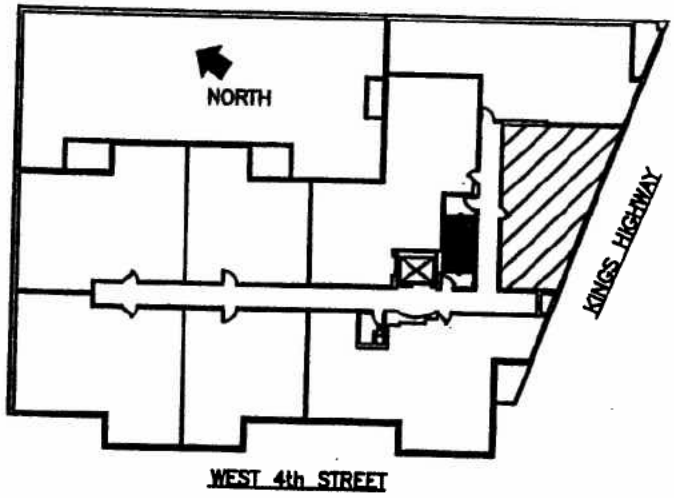


355 KINGS HIGHWAY

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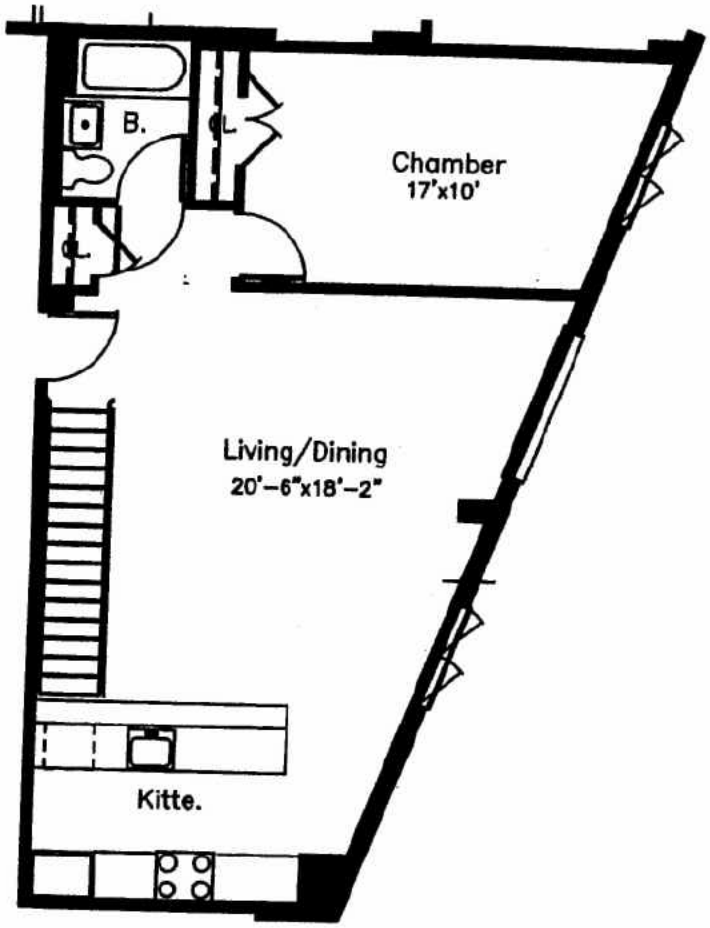


Unit 4C

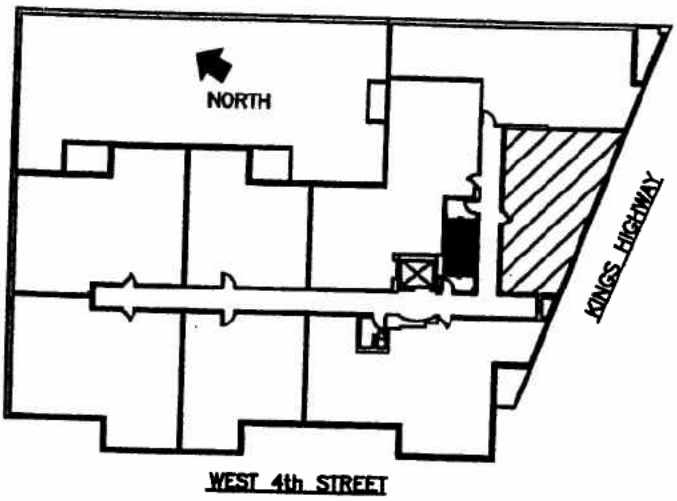


355 KINGS HIGHWAY

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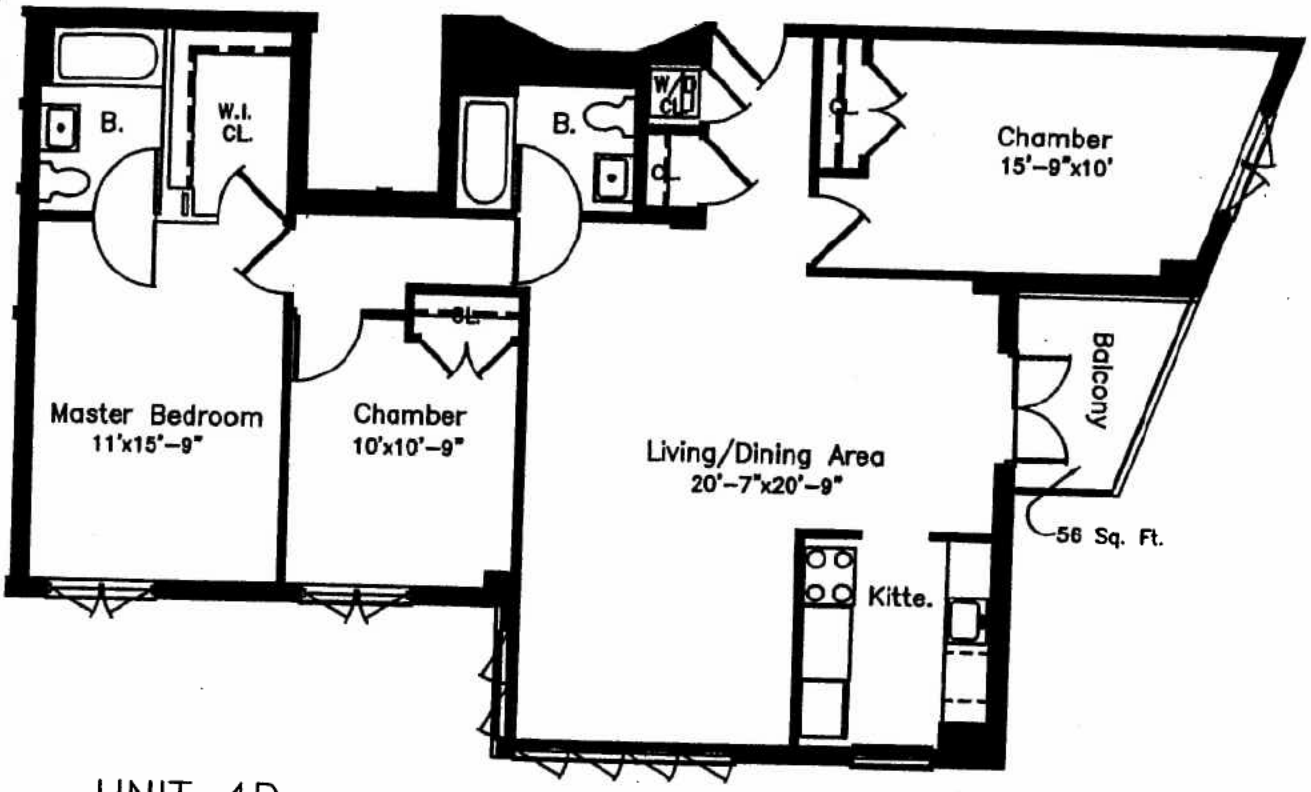


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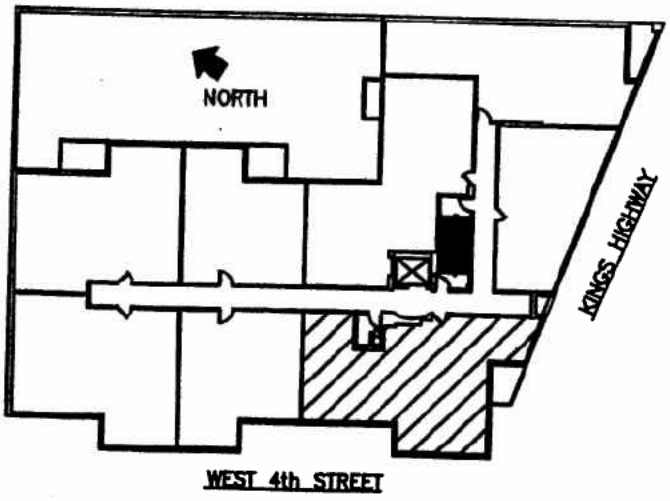


355 KINGS HIGHWAY

1 dimensions are approximate.
ns and dimensions will vary from floor to floor.
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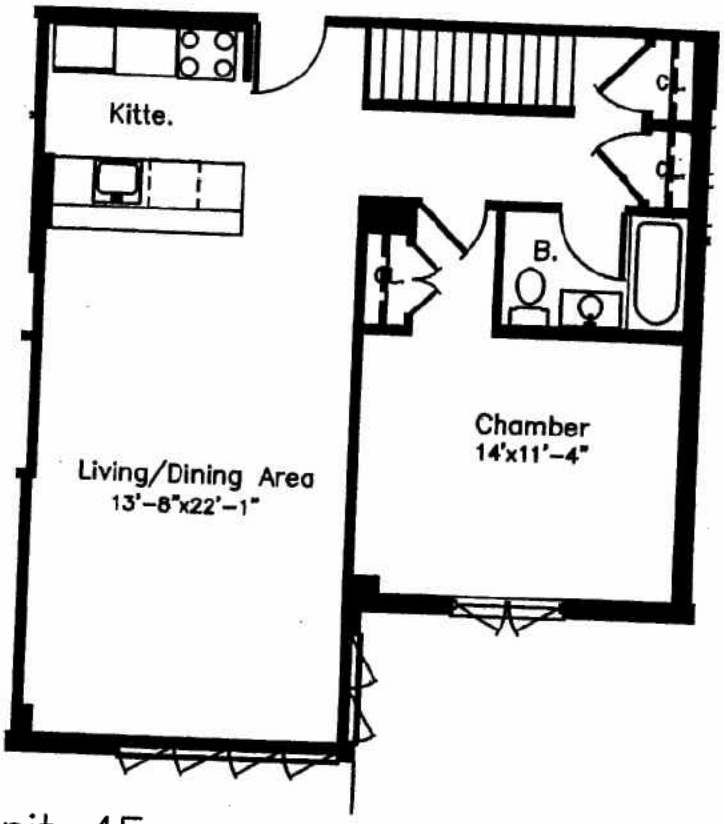


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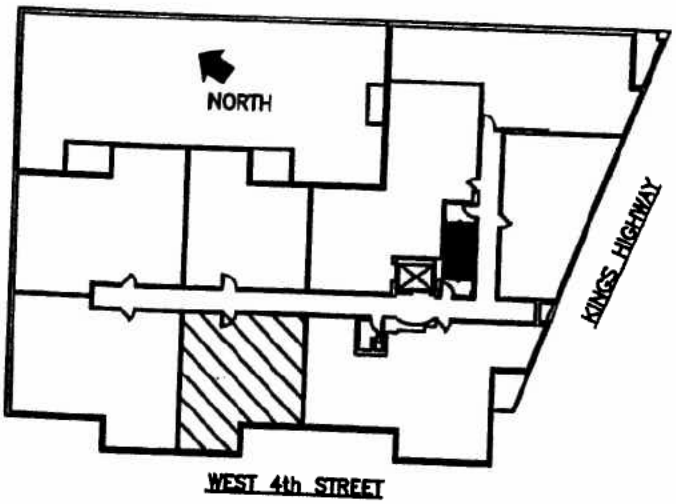


355 KINGS HIGHWAY

dimensions are approximate.
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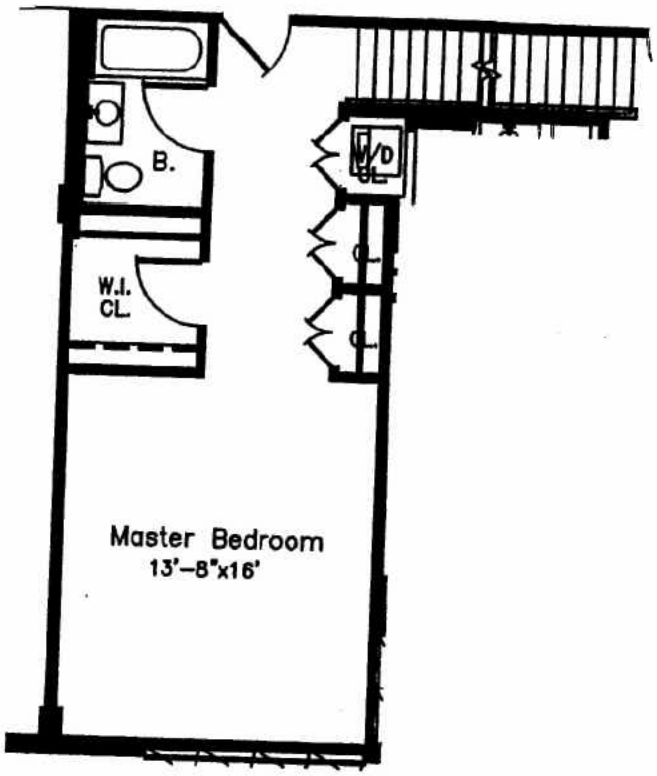


Unit 4E

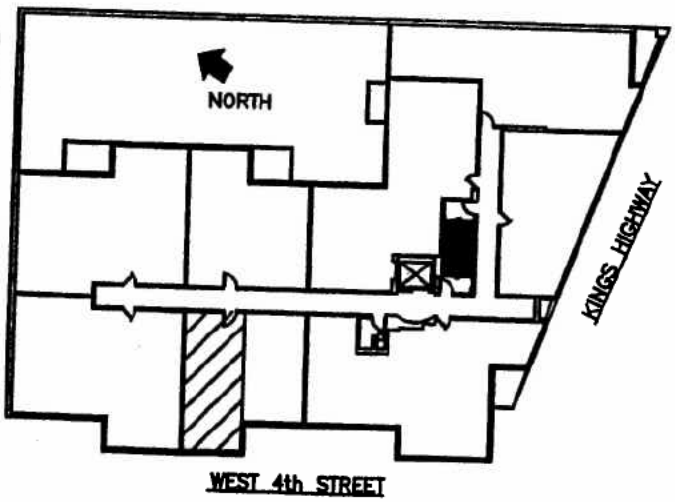


355 KINGS HIGHWAY

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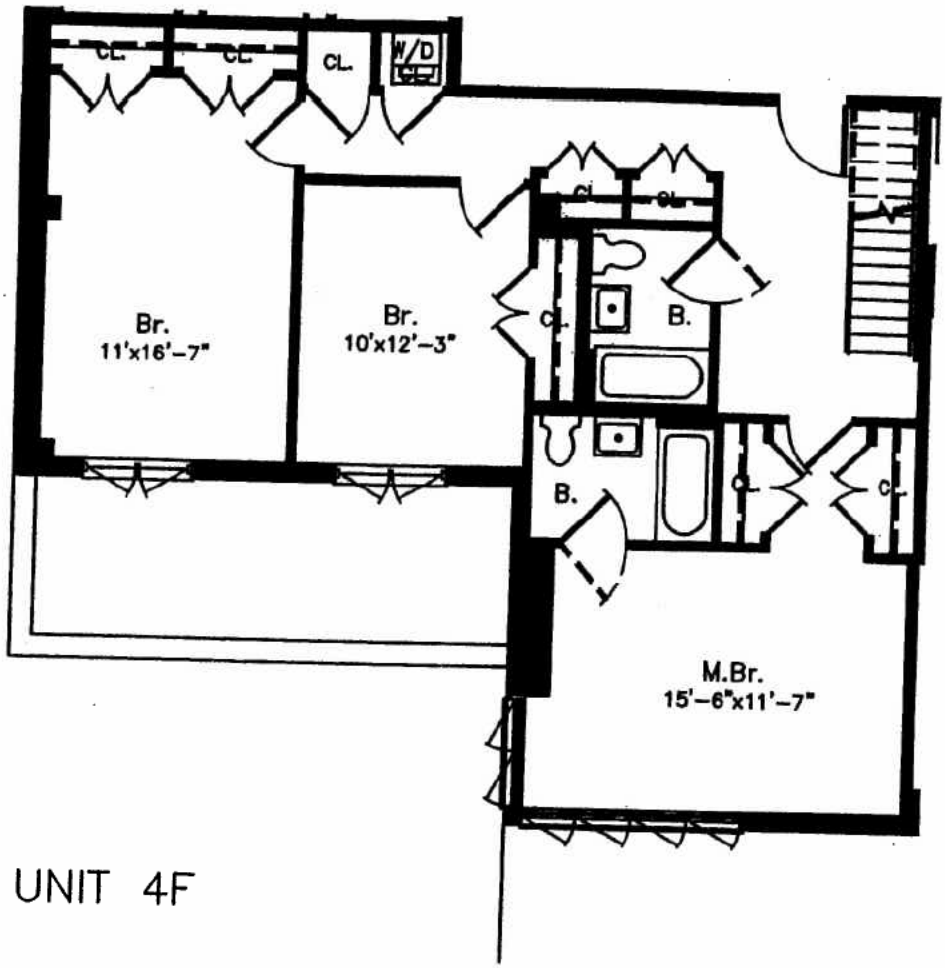


Unit 4E

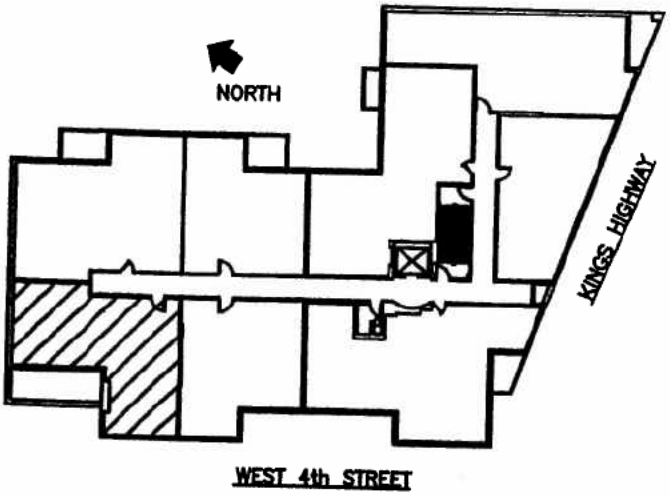


355 KINGS HIGHWAY

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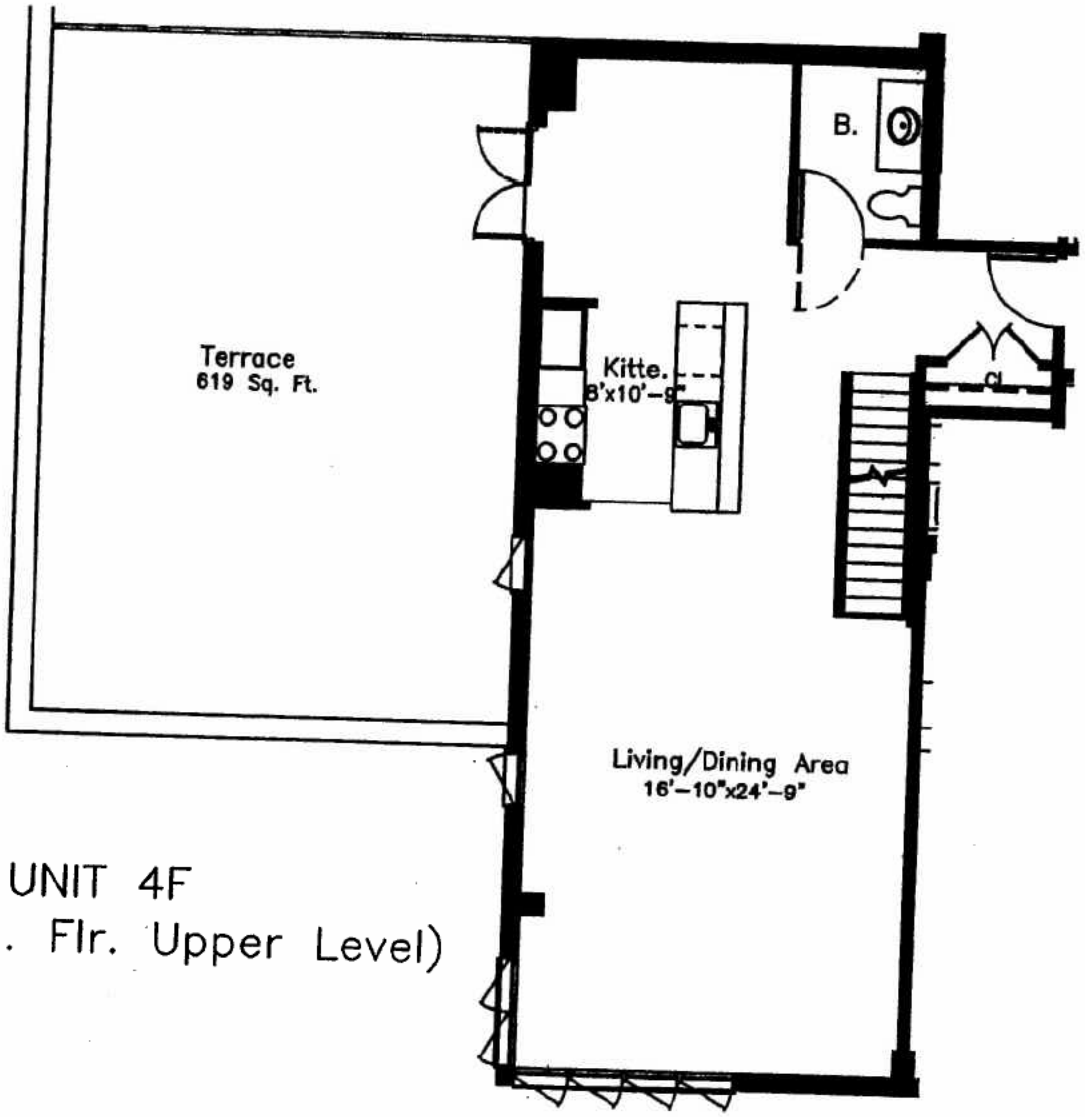


UNIT 4F

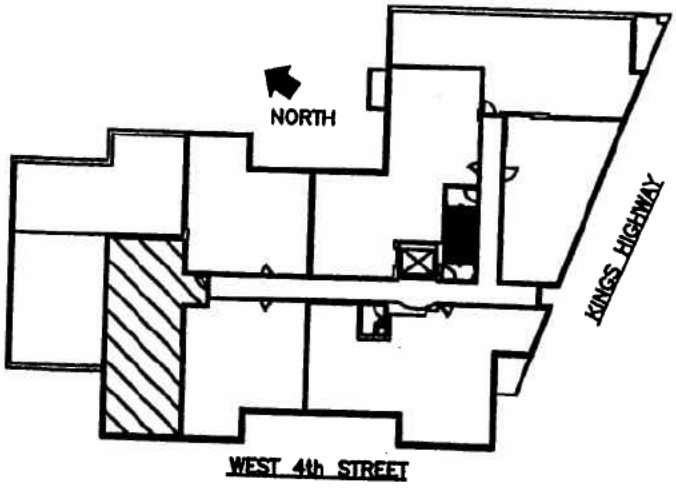


355 KINGS HIGHWAY

All dimensions are approximate.
Plans and dimensions will vary from floor to floor.
Please see your sales representative for specific details.



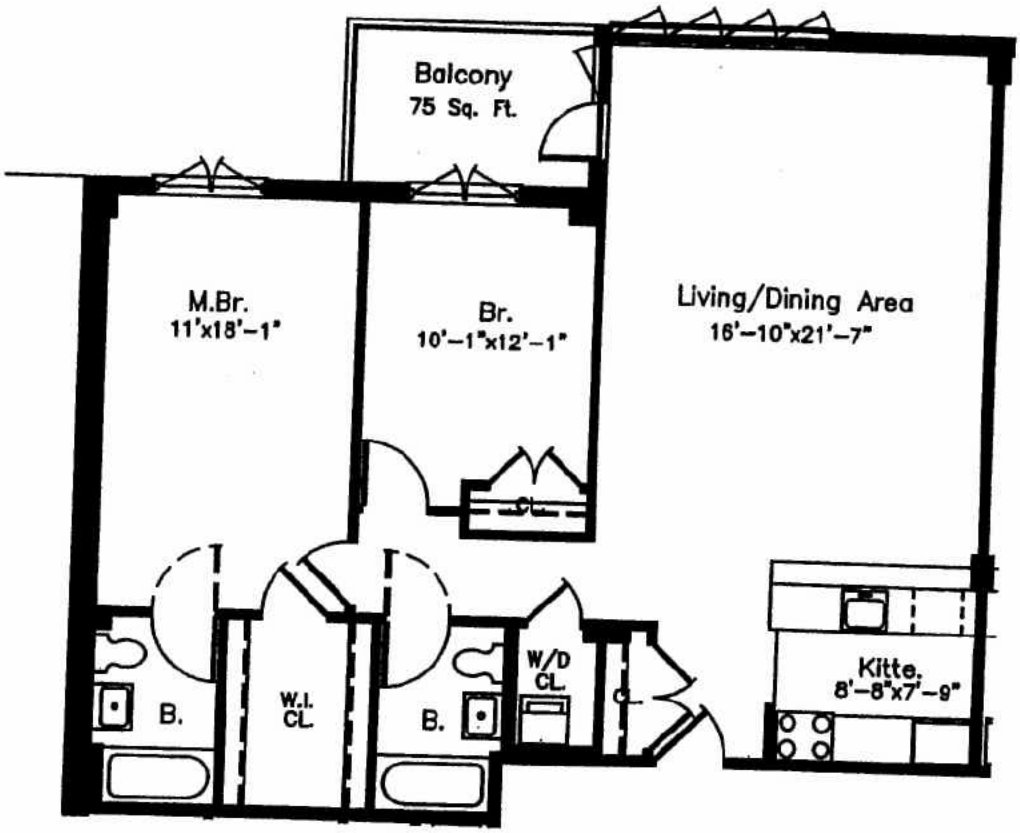
UNIT 4F
(5th. Flr. Upper Level)



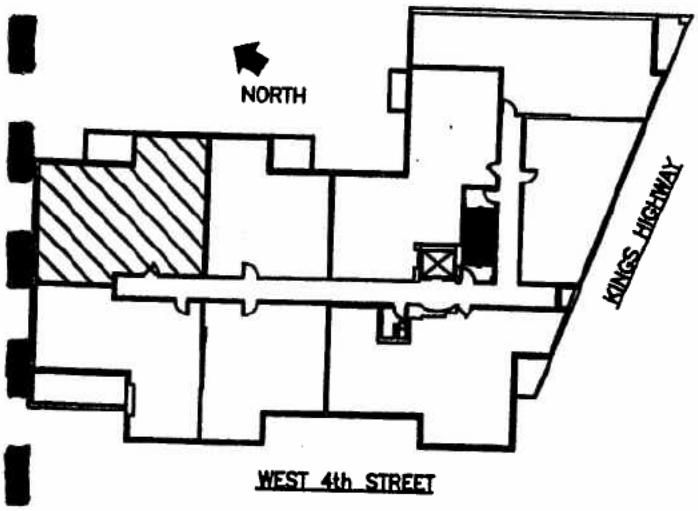
355 KINGS HIGHWAY

dimensions are approximate.
s and dimensions will vary from floor to floor.
ase see your sales representative for specific details.

133M(D-33)

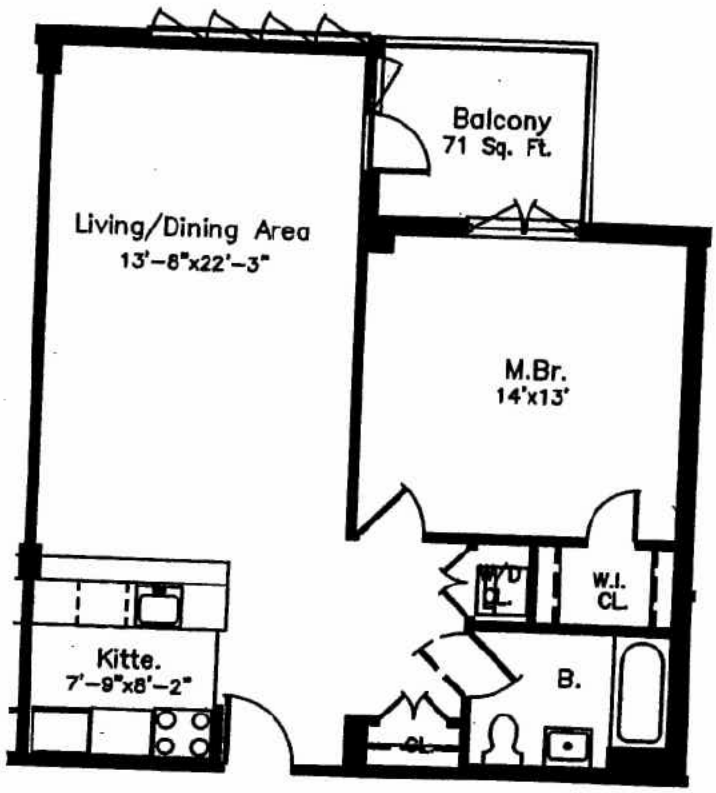


UNIT 4G

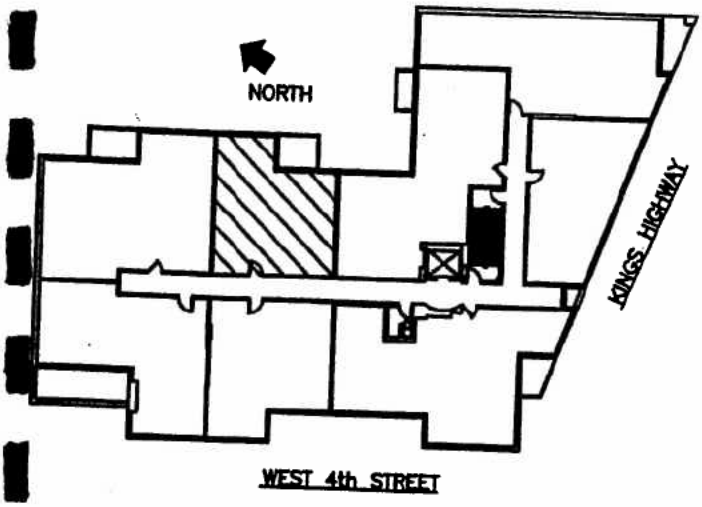


355 KINGS HIGHWAY

ll dimensions are approximate.
s and dimensions will vary from floor to floor.
se see your sales representative for specific details.

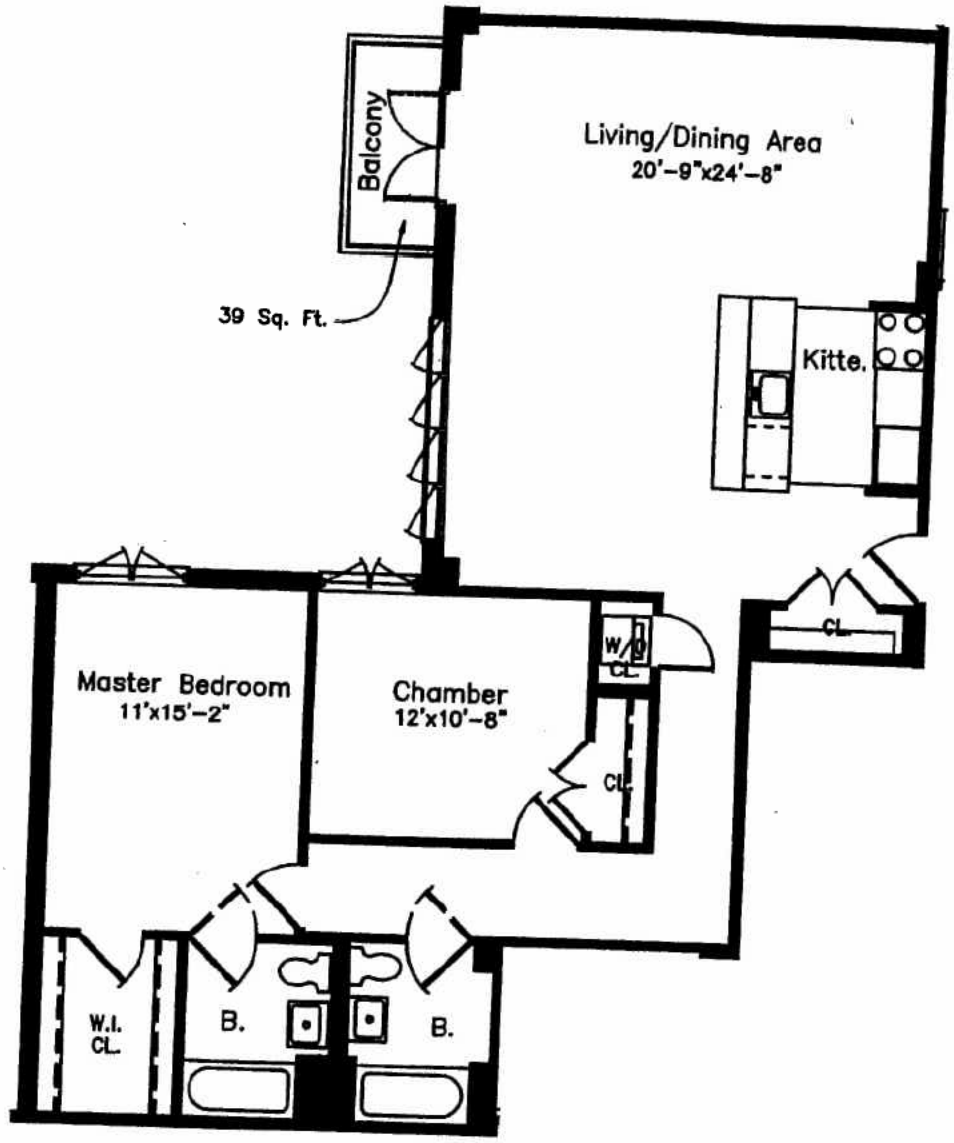


UNIT 4H

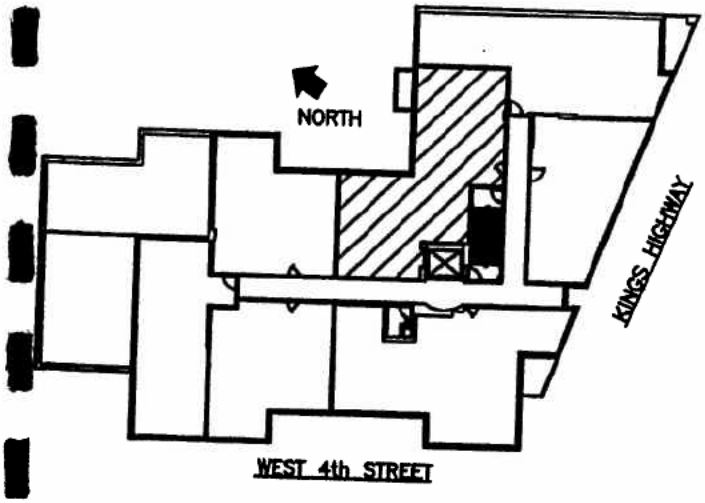


355 KINGS HIGHWAY

dimensions are approximate.
and dimensions will vary from floor to floor.
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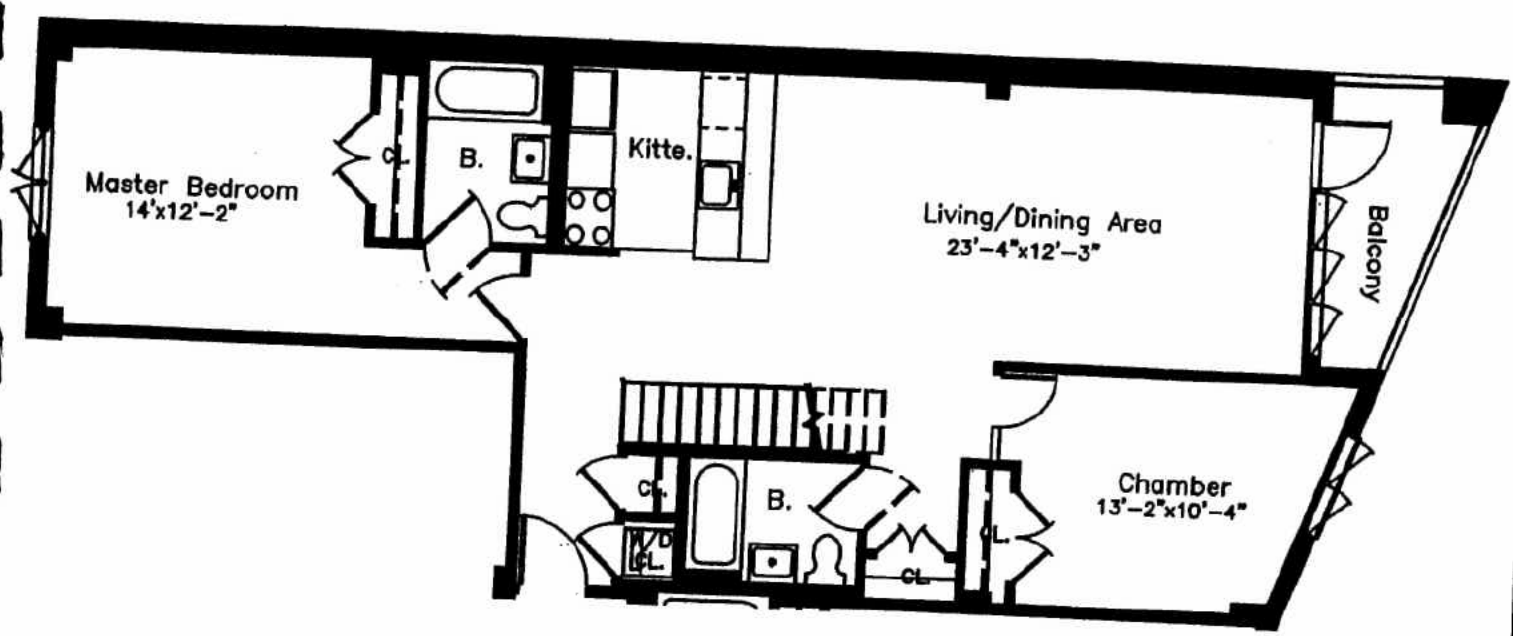
Unit 5A



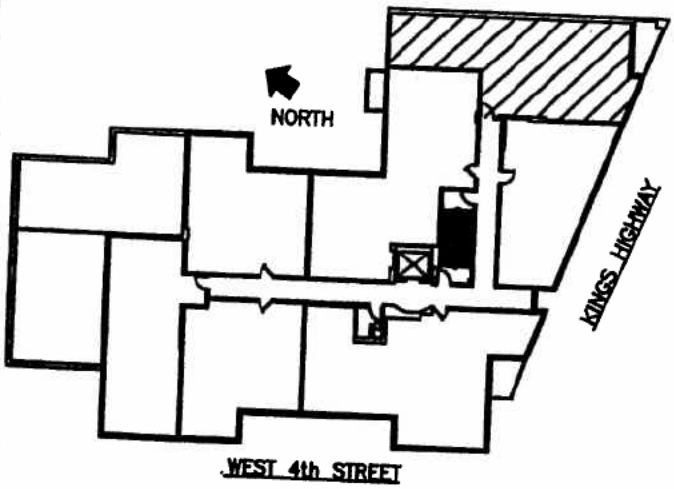
355 KINGS HIGHWAY

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se see your sales representative for specific details.

133P(D-36)

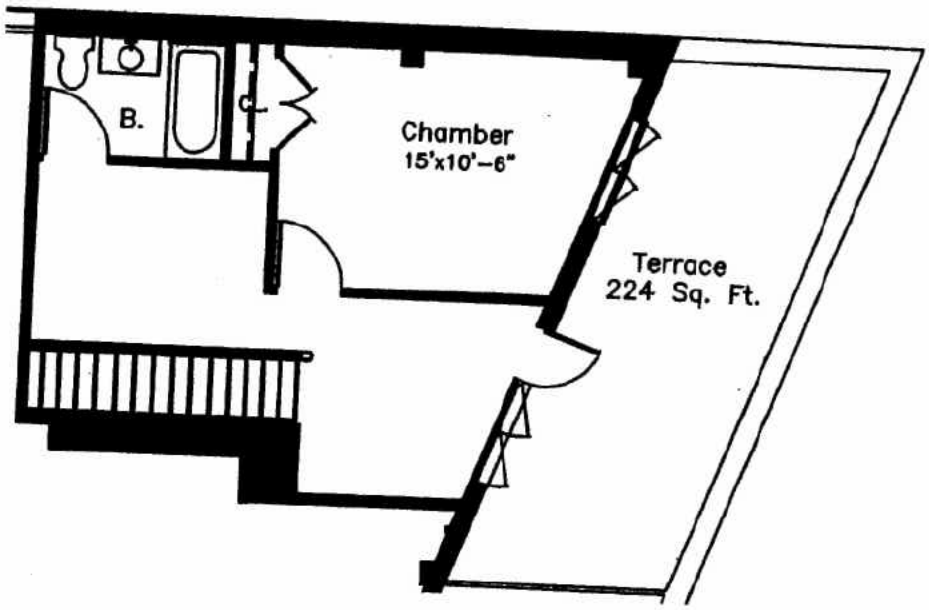


Unit 5B

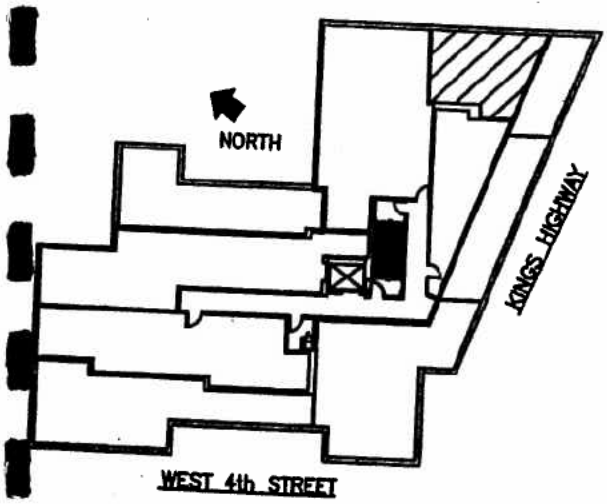


355 KINGS HIGHWAY

Dimensions are approximate.
and dimensions will vary from floor to floor.
see your sales representative for specific details.

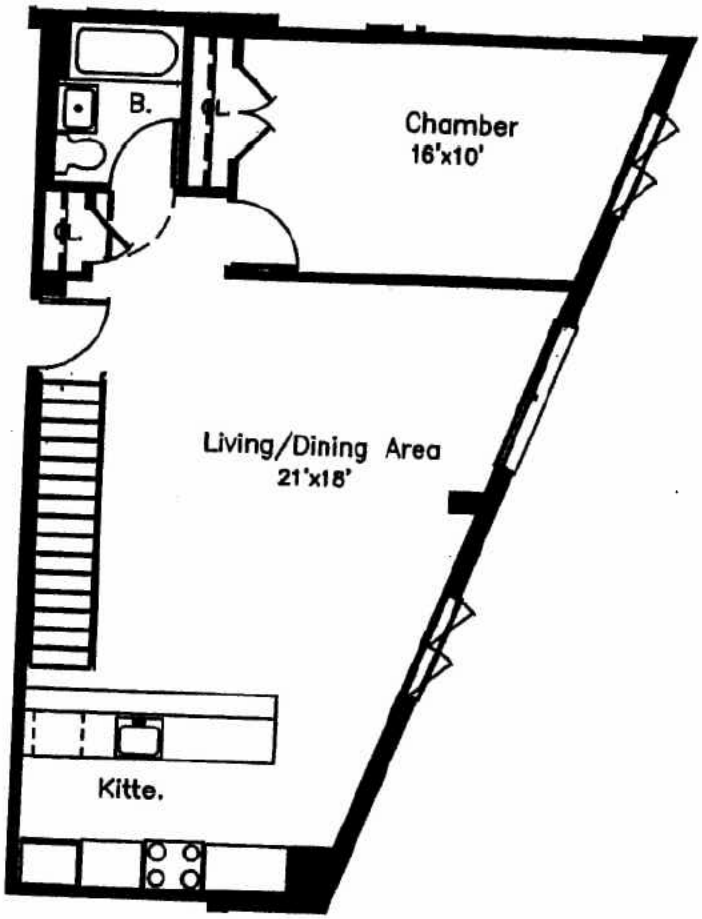


Unit 5B
(6th. Flr. Upper Level)

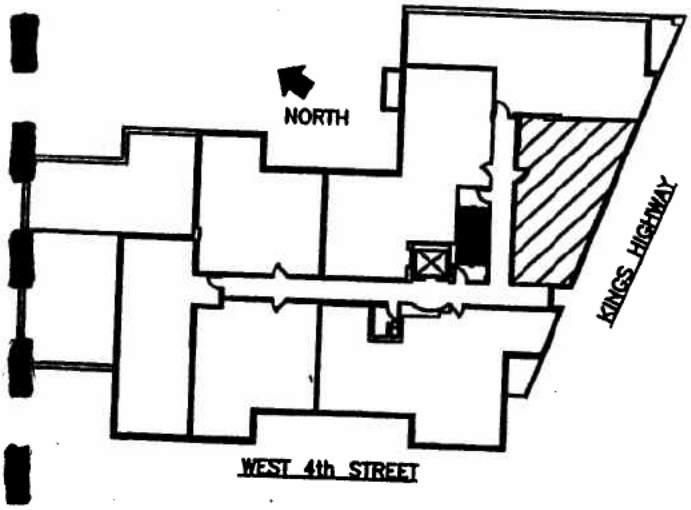


355 KINGS HIGHWAY

dimensions are approximate.
and dimensions will vary from floor to floor.
see your sales representative for specific details.

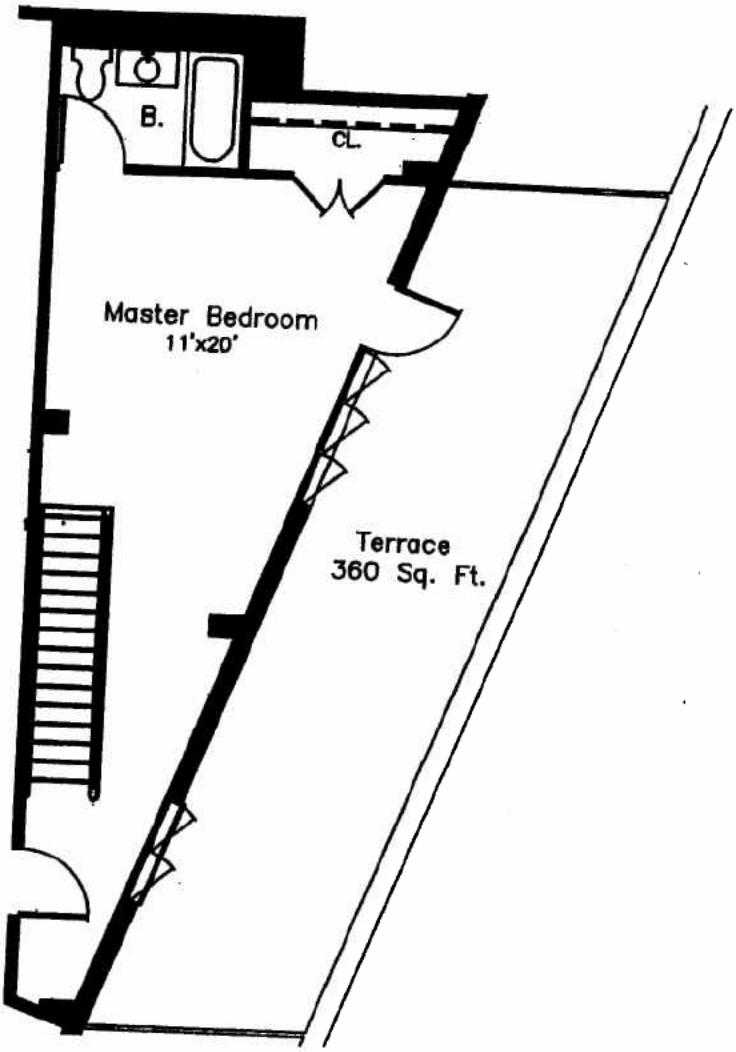


Unit 5C
(4th Flr. Lower Level)

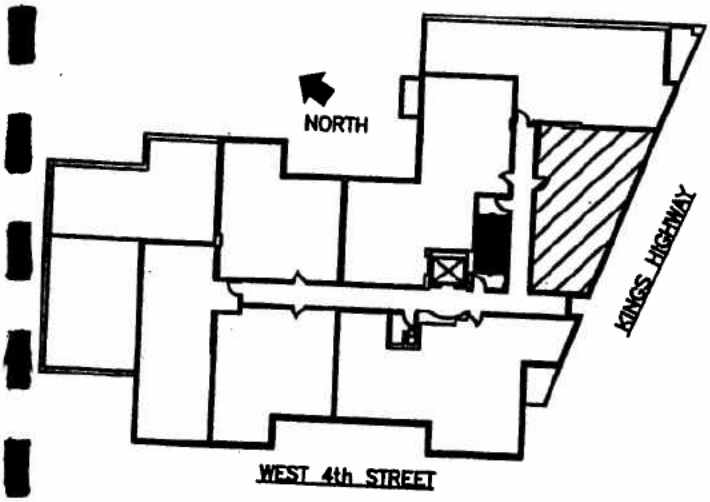


355 KINGS HIGHWAY

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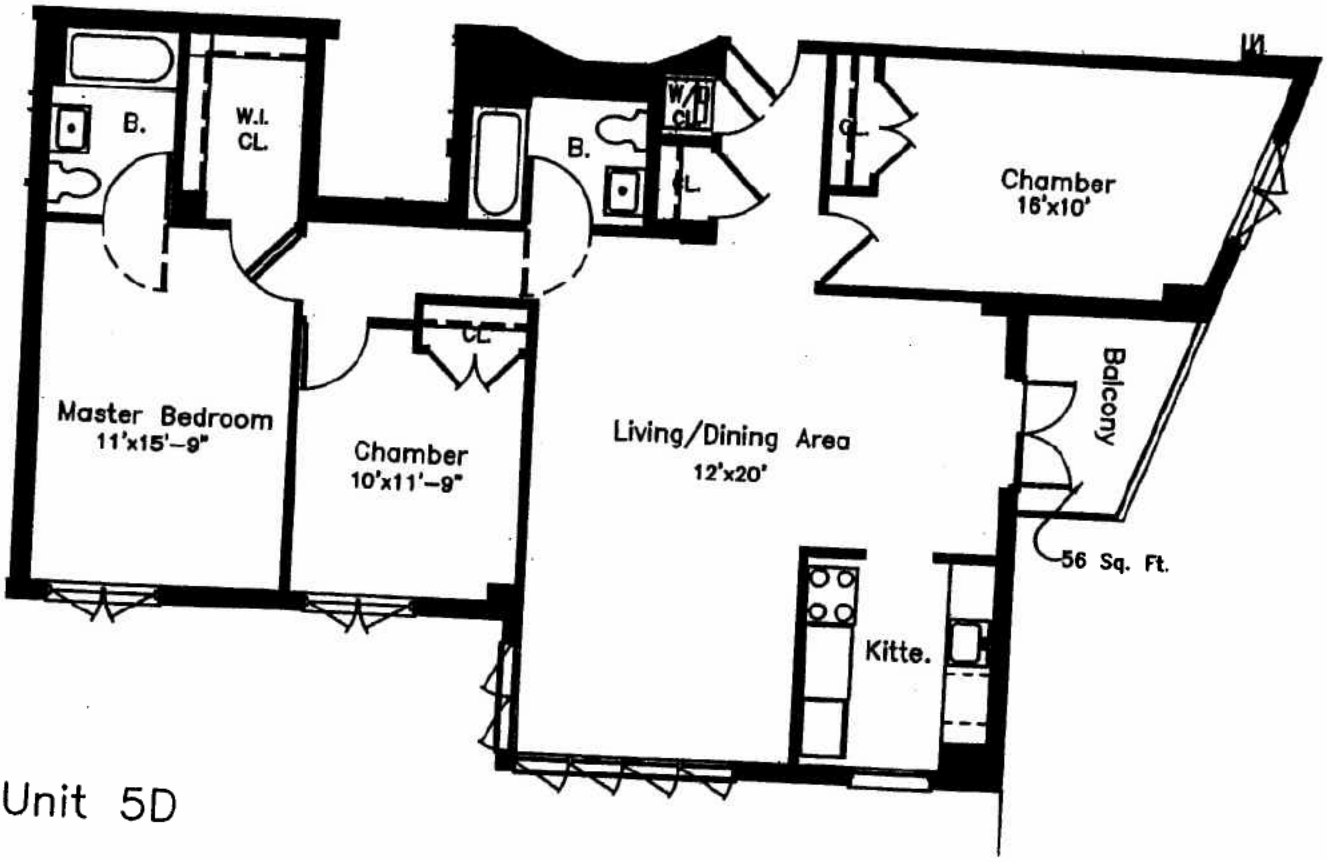
Unit 5C
(6th. Flr. Upper Level)



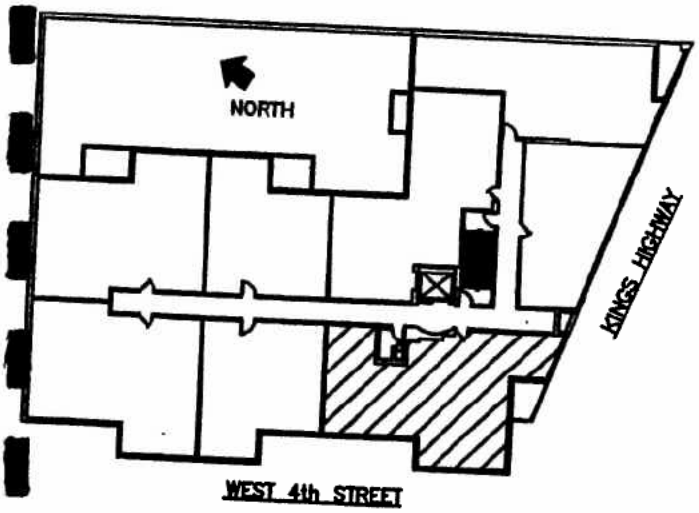
355 KINGS HIGHWAY

dimensions are approximate.
and dimensions will vary from floor to floor.
see your sales representative for specific details.

133T(D-40)

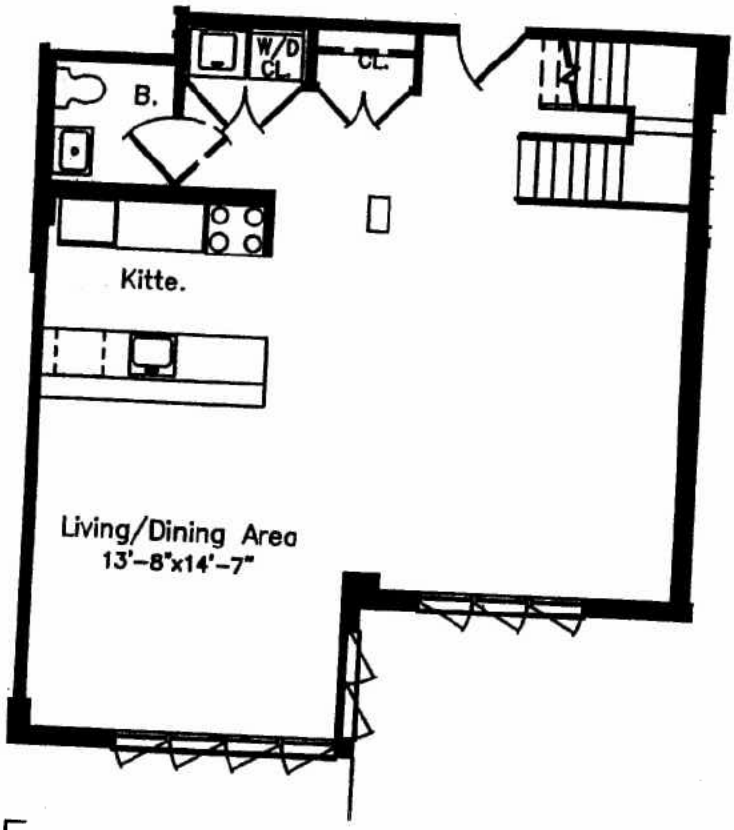


Unit 5D

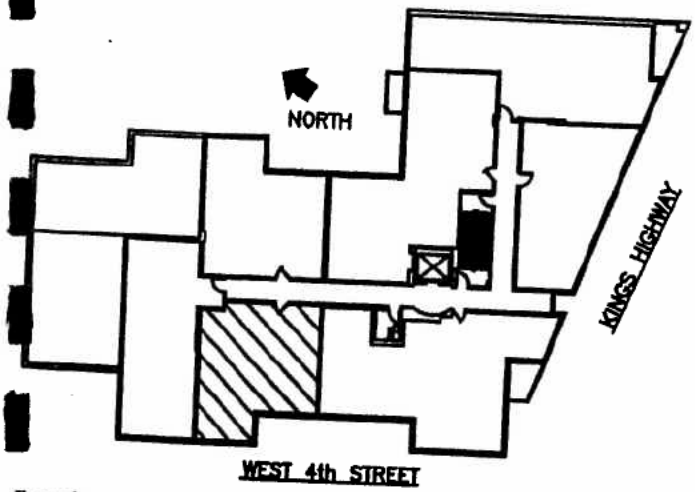


355 KINGS HIGHWAY

Dimensions are approximate.
Individual dimensions will vary from floor to floor.
Please see your sales representative for specific details.

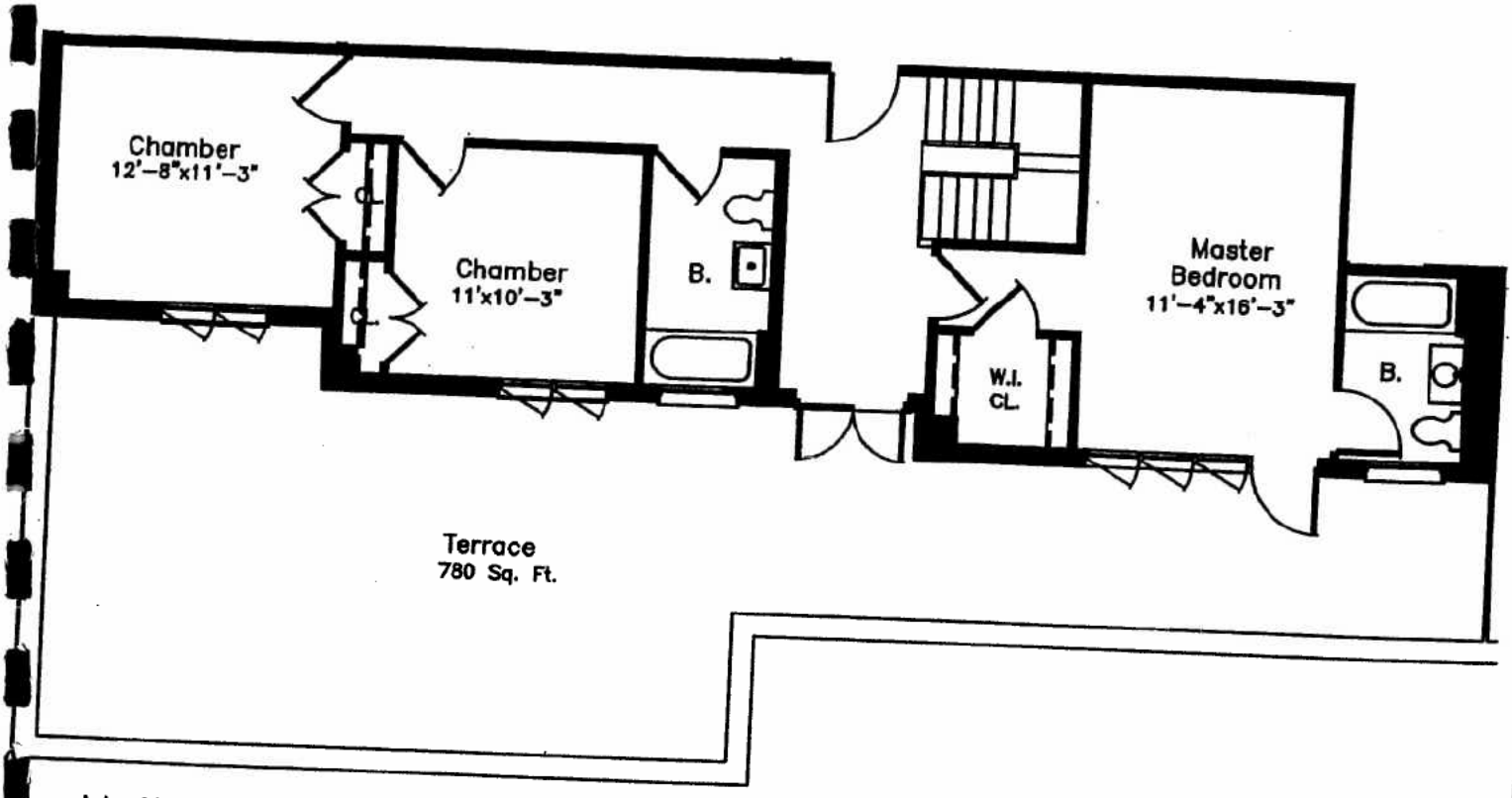


Unit 5E

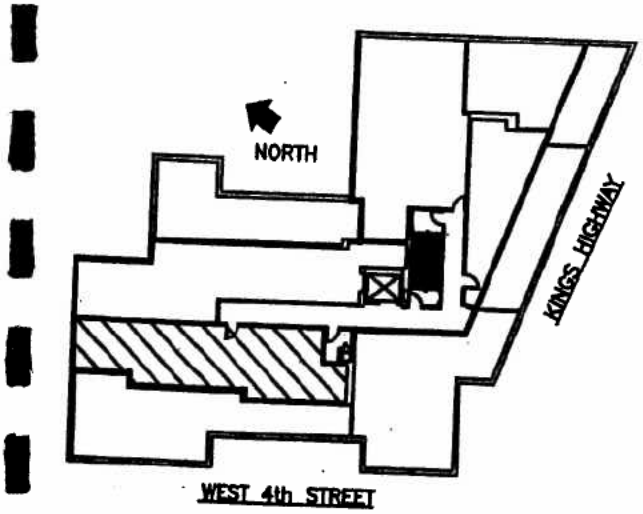


355 KINGS HIGHWAY

Dimensions are approximate.
Actual dimensions will vary from floor to floor.
Please see your sales representative for specific details.

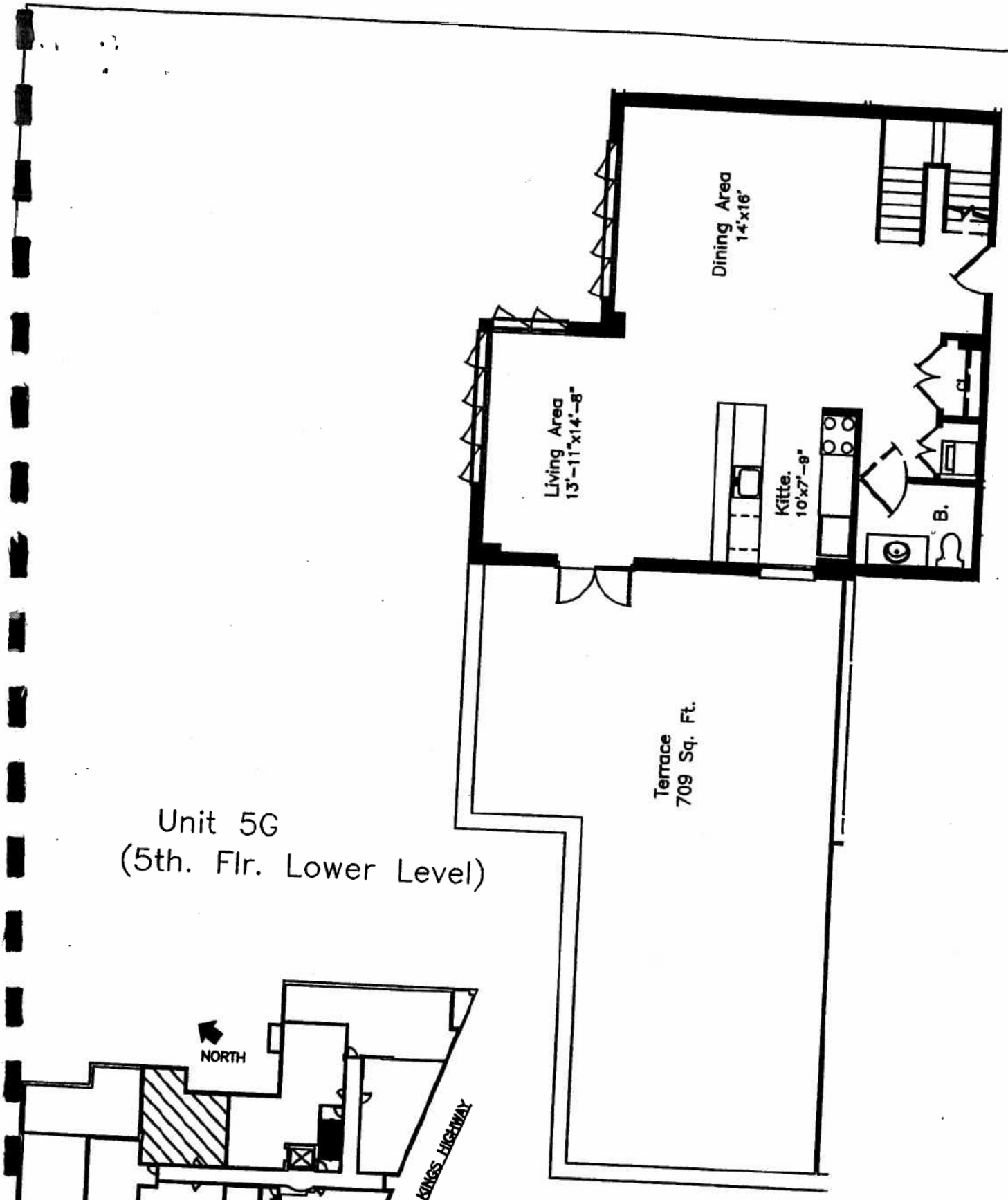


Unit 5E
(6th Flr. Upper Level)



355 KINGS HIGHWAY

dimensions are approximate.
and dimensions will vary from floor to floor.
see your sales representative for specific details.

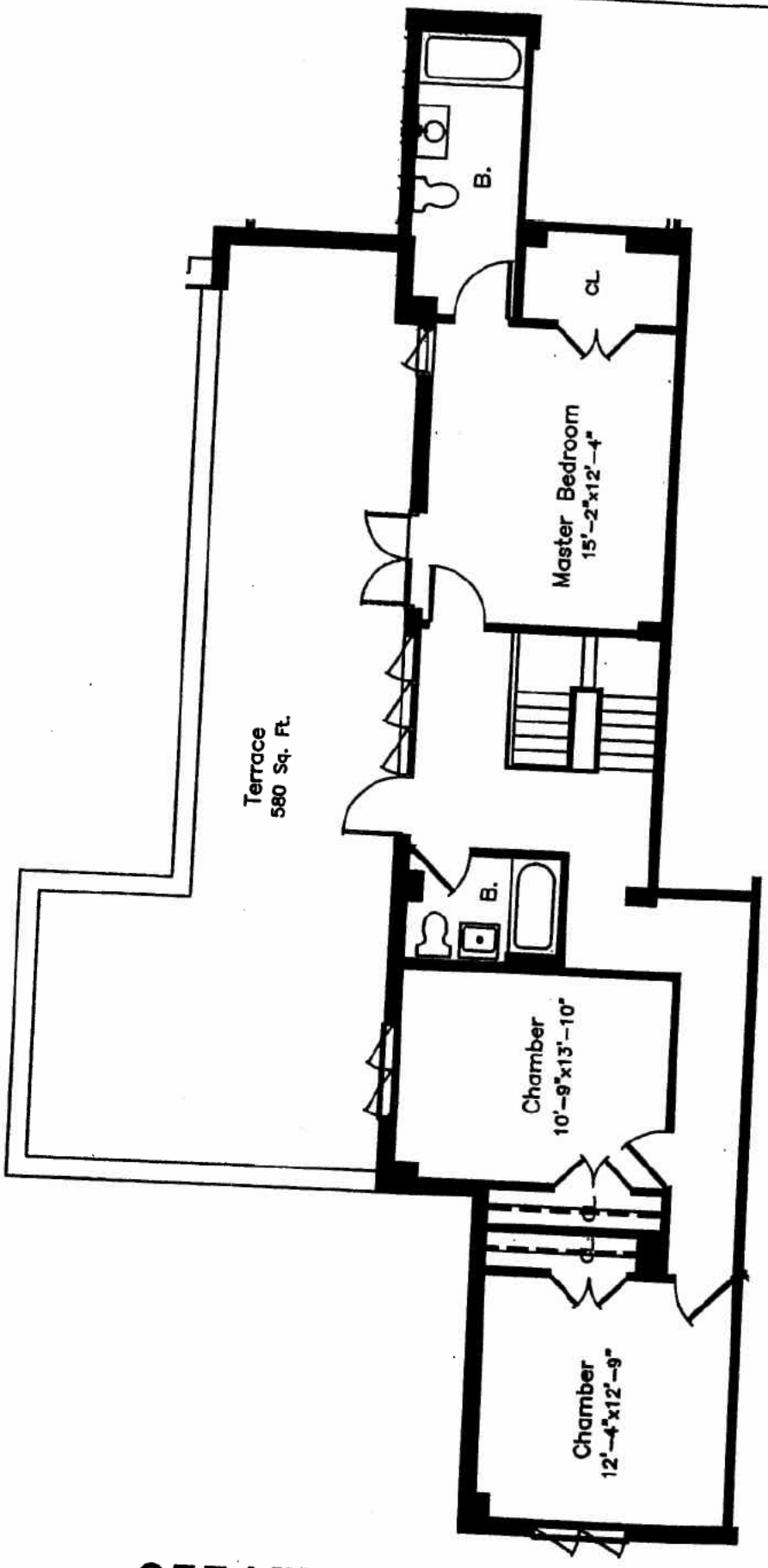


Unit 5G
(5th. Flr. Lower Level)

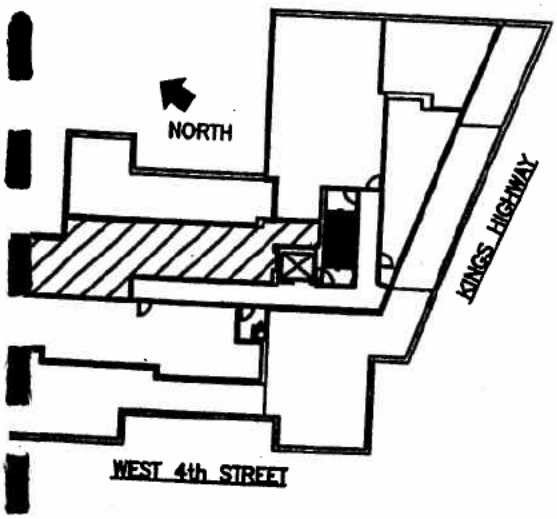
355 KINGS HIGHWAY

dimensions are approximate.
and dimensions will vary from floor to floor.
see your sales representative for specific details.

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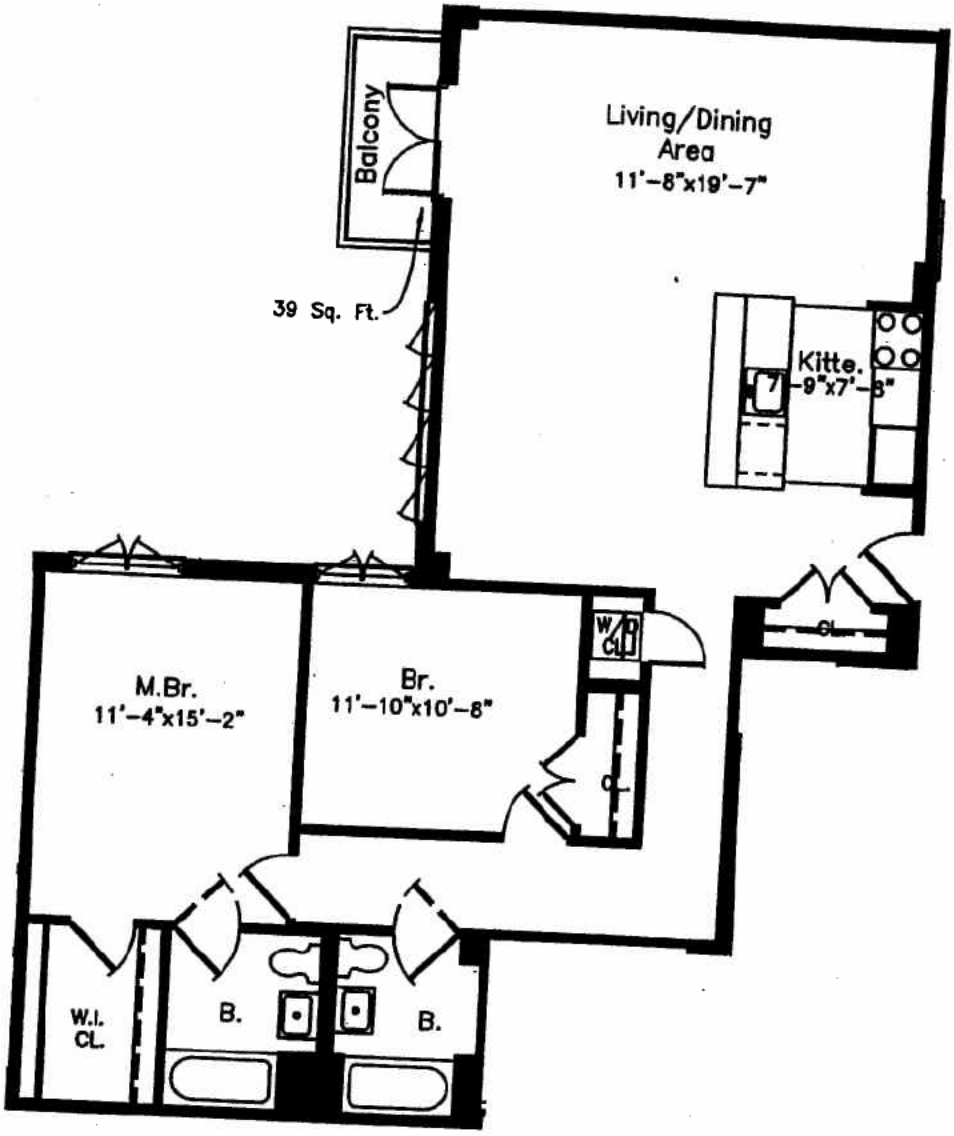


Unit 5G
(6th. Flr. Upper Level)

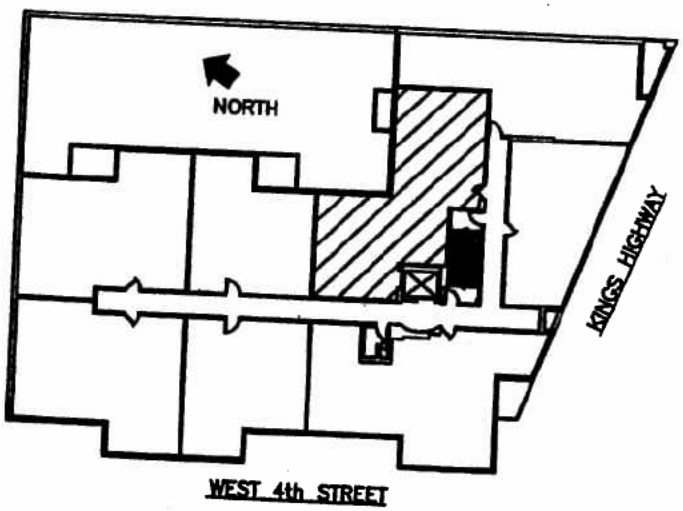


355 KINGS HIGHWAY

dimensions are approximate.
ead dimensions will vary from floor to floor.
see your sales representative for specific details.



UNITS 2A–3A



355 KINGS HIGHWAY

dimensions are approximate.
and dimensions will vary from floor to floor.
see your sales representative for specific details.

133Z(D-46)

HOUSING MERCHANT IMPLIED WARRANTY LAW
ARTICLE 36-B

WARRANTIES ON SALE OF NEW HOMES

Section 777. Definitions.
777-a Housing Merchant Implied Warranty
778-b. Exclusion or Modification of Warranties

Section 777. Definitions. As used in this article, the following terms shall have the following meanings:

1. "Builder" means any person, corporation, partnership or other entity contracting with an owner for the construction or sale of a new home.

2. "Building Code" means the uniform fire prevention and building code promulgated under section three hundred seventy-seven of the executive law, local building code standards approved by the uniform fire prevention and building code council under section three hundred seventy-nine of the executive law, and the building code of the city of New York, as defined in title twenty-seven of the administrative code of the city of New York.

3. "Constructed in a skillful manner" means that workmanship and materials meet or exceed the specific standards of the applicable building code. When the applicable building code does not provide a relevant specific standard, such term means that workmanship and materials meet or exceed the standards of locally accepted building practices.

4. "Material defect" means actual physical damage to the following load-bearing portions of the home caused by failure of such load-bearing portions which affects their load-bearing functions to the extent that the home becomes unsafe, unsanitary or otherwise unlivable: foundation systems and footings, beams, girders, lintels, columns, walls and partitions, floor systems and roof framing systems.

5. "New home" or "home" means any single family house or for-sale unit in a multiunit residential structure of five stories or less in which title to the individual units is transferred to owners under a condominium or cooperative regime. Such terms do not include dwellings constructed solely for lease, mobile homes as defined in section seven hundred twenty-one of this chapter, or any house or unit which the builder has resided in or leased continuously for three years or more following the date of completion of construction, as evidenced by the certificate of occupancy.

6. "Owner" means the first person to whom the home is sold and, during the unexpired portion of the warranty period, each successor in title to the home and any mortgagee in possession. Owner does not include the builder of the home or any firm under common control of the builder.

7. "Plumbing, electrical, heating, cooling, and ventilation systems" shall mean:

a. in the case of plumbing systems: gas supply lines and fittings; water supply, waste and vent pipes and their fittings; water supply waste and vent pipes and their fittings; septic tanks and their drain fields; water, gas and sewer service piping, and their extensions to the tie-in of a public utility connection or on-site well and sewage disposal system;

b. in the case of electrical systems: all wiring, electrical boxes, switches, outlets and connections up to the public utility connection; and

SCHEDULE H

c. in the case of heating, cooling and ventilation systems; all duct work, steam, water and refrigerant lines, registers, convectors, radiation elements and dampers.

8. "Warranty date" means the date of the passing of title to the first owner for occupancy by

such owner or such owner's family as a residence, or the date of first occupancy of the home as a residence, whichever first occurs.

Section 777-a. Housing Merchant Implied Warranty.

1. Notwithstanding the provisions of section two hundred fifty-one of the real property law, a housing merchant implied warranty is implied in the contract or agreement for the sale of a new home and shall survive the passing of title. a housing merchant implied warranty shall mean that:

a. one year from and after the warranty date the home will be free from defects due to a failure to have been constructed in a skillful manner;

b. two years from and after the warranty date the plumbing, electrical, heating, cooling and ventilation systems of the home will be free from defects due to a failure by the builder to have installed such systems in a skillful manner; and

c. six years from and after the warranty date the home will be free from material defects.

2. Unless the contract or agreement by its terms clearly evidences a different intention of the seller, a housing merchant implied warranty does not extend to:

a. any defect that does not constitute (i) defective workmanship by the builder or by an agent, employee or subcontractor of the builder, (ii) defective materials supplied by the builder or by an agent, employee or subcontractor of the builder, or (iii) defective design provided by a design professional retained exclusively by the builder; or

b. any patent defect which an examination ought in the circumstances to have revealed, when the buyer before taking title or accepting construction as complete has examined the home as fully as the buyer desired, or has refused to examine the home.

3. In the case of goods sold incidentally with or included in the sale of the new home, such as stoves, refrigerators, freezers, room air conditioners, dishwashers, clothes washers and dryers, a housing merchant implied warranty shall mean that such goods shall be free from defects due to failure by the builder or any agent, employee or subcontractor of the builder to have installed such systems in a skillful manner. Merchantability, fitness and all other implied warranties with respect to goods shall be governed by part three of article two of the uniform commercial code and other applicable statutes.

4. a. Written notice of a warranty claim for breach of a housing merchant implied warranty must be received by the builder prior to the commencement of any action under paragraph b of this subdivision and no later than thirty days after the expiration of the applicable warranty period, as described in subdivision one of this section. The Owner and occupant of the home shall afford the builder reasonable opportunity to inspect, test and repair the portion of the home to which the warranty claim relates.

b. An action for damages or other relief caused by the breach of a housing merchant implied warranty may be commenced prior to the expiration of one year after the applicable warranty period, as described in subdivision one of this section, or within four years after the warranty date, whichever is later. In addition to the foregoing, if the builder makes repairs in response to a warranty claim under paragraph a of this subdivision, an action with respect to such claim may be commenced within one year after the last date on which such repairs are performed. The measure of damages shall be the reasonable cost of repair or replacement and property damage to the home proximately caused by the breach of warranty, not to exceed the replacement cost of the home exclusive of the value of the land, unless the court finds that, under the circumstances, the diminution in value of the home caused by the defect is a more equitable measure of damages.

c. In addition to any other period for the commencement of an action permitted by law, an action for contribution or indemnification may be commenced at any time prior to the expiration of one year after the entry of judgment in an action for damages under paragraph b of this subdivision.

5. Except as otherwise provided in Section 777-b of this article, any provision of a contract or agreement for the sale of a new home which excludes or modifies a housing merchant implied warranty shall be void as contrary to public policy.

6. Except as otherwise provided in Section 777-b of this article, other implied warranties may arise from the terms of the contract or agreement or from course of dealing or usage of trade.

777-b. Exclusion or Modification of Warranties.

1. Except in the case of a housing merchant implied warranty, the builder or seller of a new home may exclude or modify all warranties by any clear and conspicuous terms contained in the written contract or agreement of sale which call the buyer's attention to the exclusion or modification of warranties and make the exclusion or modification plain.

2. Except in the case of a housing merchant implied warranty, the builder or seller of a new home may exclude or modify warranties with respect to particular defects by any clear and conspicuous terms contained in the written contract or agreement of sale which identify such defects, call the buyer's attention to the exclusion or modification of warranties and make the exclusion or modification plain.

3. A housing merchant implied warranty may be excluded or modified by the builder or seller of a new home only if the buyer is offered a limited warranty in accordance with the provisions of this subdivision.

a. a copy of the express terms of the limited warranty shall be provided in writing to the buyer for examination prior to the time of the buyer's execution of the contract or agreement to purchase the home.

b. a copy of the express terms of the limited warranty shall be included in, or annexed to and incorporated in, the contract or agreement.

c. The language of the contract or agreement for sale of the home must conspicuously mention the housing merchant implied warranty and provide that the limited warranty excludes or modifies the implied warranty. Language to exclude all implied warranties is sufficient if it states, for example, that "There are no warranties which extend beyond the face hereof"

d. The limited warranty shall meet or exceed the standards provided in subdivisions four and five of this section.

4. A limited warranty sufficient to exclude or modify a housing merchant implied warranty must be written in plain English and must clearly disclose:

a. that the warranty is a limited warranty which limits implied warranties on the sale of the home; the words "limited warranty" must be clearly and conspicuously captioned at the beginning of the warranty document;

b. the identification of the names and addresses of all warrantors;

c. the identification of the party or parties to whom the warranty is extended and whether it is extended to subsequent owners; the limited warranty must be extended to the first owner of the home- and survive the passing of title but may exclude any or all subsequent owners;

d. a statement of the products or parts covered by the limited warranty;

e. the clear and conspicuous identification of any parts or portions of the home or premises that

are excepted or excluded from warranty coverage, and the standards that will be used to determine whether a defect has occurred; provided, however, that:

i. any exception, exclusion or standard which does not meet or exceed a relevant specific standard of the applicable building code, or in the absence of such relevant specific standard a locally accepted building practice, shall be void as contrary to public policy and shall be deemed to establish the applicable building code standard or locally accepted building practice as the warranty standard; and

ii. any exception, exclusion or standard that fails to ensure that the home is habitable, by permitting conditions to exist which render the home unsafe, shall be void as contrary to public policy.

f. what the builder and any other warrantor will do when a defect covered by the warranty does arise, and the time within which the builder and any other warrantor will act;

g. the term of the warranty coverage and when the term begins, provided, however, that such term shall be equal to or exceed the warranty periods of a housing merchant implied warranty, as defined in subdivision one of section seven hundred seventy seven-a of this article;

h. step-by-step claims procedures required to be undertaken by the owner, if any, including directions for notification of the builder and any other warrantor; an owner shall not be required to submit to binding arbitration or to pay any fee or charge for participation in non-binding arbitration or any mediation process;

i. any limitation on or exclusion of consequential or incidental damages, and any limitations on the builder's and other warrantor's total liability, conspicuously expressed on the first page of the warranty. Notwithstanding the foregoing, a limited warranty shall not be construed to permit any limitation on or exclusion of property damage to the home proximately caused by a breach of the limited warranty, where the court finds that such limitation or exclusion would cause the limited warranty to fail of its essential purpose, except that such property damage may be limited by an express limitation on the builder's or other warrantor's total liability in accordance with the provisions of this paragraph.

5. a. This article shall not be construed to authorize or validate any covenant, promise, agreement or understanding which is void and unenforceable under Section 5-322.1 of the General Obligations Law.

b. This article shall preempt any local law inconsistent with the provisions of this article. This article shall not preempt any builder subject to its provisions from complying with any local law with respect to the regulation of home builders except as expressly provided herein.

c. Nothing in this article shall be construed to repeal, invalidate, supersede or restrict any right, liability or remedy provided by any other statute of the state, except where such construction would, as a matter of law, be unreasonable.

DECLARATION

Establishing a Plan for Condominium Ownership of The

355 KINGS HIGHWAY CONDOMINIUM at the premises known

as 355 KINGS HIGHWAY, BROOKLYN, N.Y.

Pursuant to Article 9-B of the Real Property Law of

the State of New York.

SPONSOR:
355 Realty Associates LLC
2390 McDonald Avenue, Brooklyn, New York

Date of Declaration: , 200__

Prepared by:
VICTOR GARTENSTEIN, P.C.
3711 Shore Parkway
Brooklyn, New York 11235

The land affected by the within instrument lies
In Block 6653, Lot 33
on the Tax Map of the County of Kings,
City and State of New York

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Signature
Acknowledgement

DECLARATION OF CONDOMINIUM
FOR 355 KINGS HIGHWAY CONDOMINIUM
THE PREMISES KNOWN AS 355 KINGS HIGHWAY
BROOKLYN, NEW YORK
(Pursuant to Article 9-B of the Real
Property Law of the State of New York)

355 Realty Associates LLC, 2390 McDonald Avenue, Brooklyn, New York (hereinafter referred to as "Sponsor"), does hereby declare as follows:

PART 1

Article 1

Definitions

All capitalized terms used in this Declaration that are not otherwise defined in the Articles hereof shall have the meanings set forth in Exhibit C, annexed hereto, unless the context in which the same are used shall otherwise require. All capitalized terms used in this Declaration that are defined in any of the Articles hereof shall have the meanings ascribed to them in such Articles, unless the context in which the same are used shall otherwise require. Each of said capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

Article 2

Submission of the Property

Sponsor hereby submits the Property to the provisions of the Condominium Act and, pursuant thereto, does hereby establish a regime for condominium ownership of the property as more particularly set forth herein and in the By-Laws.

Article 3

The Land

The Land, which is located in the Borough of Brooklyn, and County of Kings, City and State of New York, and is more particularly described in Exhibit A annexed hereto, is owned by the Sponsor in fee simple absolute and has an area of approximately 12,943 square feet.

Article 4

The Building

The Condominium shall each consist of 28 Units. There shall be o0ne building on the Land. The Building shall consist of three stories plus a cellar. The building is classified under the New York City Building Department Code as class II B rated construction with J2 occupancy. The principal materials of which it is constructed is bricks, cinder blocks, with wood beams and studs.

Article 5

The Units

(a) Exhibit B annexed hereto sets forth the following data with respect to each Unit necessary for the proper identification thereof: (i) its unit designation number and location; (ii) its tax lot number; (iii) its approximate area; (iv) the number of rooms contained therein; (v) the portions of the Common Elements to which such Unit has immediate access; and (vi) the Common Interest appurtenant to such Unit.

(b) Each unit shall consist of the area enclosed horizontally by the exposed faces of the exterior walls of the buildings and shall be the center line when a partition divides the unit from corridors or other units, and vertically by the upper face of the sub-floor of the unit up to the unexposed face of the dry wall forming the upper ceiling of the unit. Door and windows which open from a unit and interior walls of a unit shall be deemed to be part of the unit.

(c) The Units include the following areas in or bounding each such Unit; (i) the front entrance door and any other entrance doors to such Unit; (ii) the interior walls, partitions and floor coverings and plaster board ceilings affixed, attached, or appurtenant to such Unit; (iii) all windows (including, without limitation, their panes, casements and frames) located within or opening from, such Unit; (iv) any and all equipment, fixtures and appliances (including, without limitation, heating and cooling equipment, plumbing facilities, sinks, bathtubs, water closets, ranges, dishwashers and any other appliances) affixed, attached or appurtenant to such Unit; and (v) all other Unit facilities affixed, attached, or appurtenant to such Unit and benefitting only that Unit.

(d) Notwithstanding anything contained in this Article 5 to the contrary, each Unit Owner shall have the right, exercisable at any time and from time to time, to install, at such Unit Owner's sole cost and expense, such decorations, fixtures and coverings (including, without limitation, painting, finishing, wall papering, carpeting, pictures, mirrors, shelving and lighting fixtures) on the surfaces of the walls, ceilings and floors that face the interior of such Unit Owner's Unit, as shall be appropriate and desirable to such Unit Owner, provided that no such installation shall impair the structural integrity of such Unit or of the Building in which such Unit

is located nor of any adjacent Unit. Similarly, each unit owner shall be entitled to make structural changes in the unit insofar as such change comply with applicable law, and do not affect other units adversely.

Article 6

The Common Elements

(a) The Common Elements are comprised of (i) the General Common Elements, which are described in paragraph (b) of this Article 6 and (ii) the Limited Common Elements, which are described in paragraph (c) of this Article 6.

(b) The General Common Elements consist of the Land and those rooms, areas, corridors and other portions of the Building (other than the Units), as well as those Unit Facilities therein, either currently or hereafter existing for the common use of the Units or of the Unit Owners or necessary for, or convenient to, the existence maintenance, management, operation, or safety of the Property. Without intention to limit the generality of the foregoing in any respect, the General Common Elements include:

(i) the Land;

(ii) all foundations, columns, beams, supports, girders, exterior walls, interior walls, partitions, floors, roofs, and ceilings in, on, or under the Buildings, to the extent that the same are not expressly included as a part of a Unit pursuant to the terms of Article 5 hereof or as part of a Limited Common Element pursuant to the terms of paragraph (c) of this Article 6;

(iii) all public halls, foyers, walkways, storage areas, mail boxes, stairs, stairways, mechanical equipment spaces, yard areas, and entrances to, and exits from, the Building, except those designated as Limited Common Elements.

(iv) all central and appurtenant installations and Unit Facilities for services such as power, light, telephone, intercom, gas, sewer, plumbing, drainage, hot and cold water distribution, garbage disposal, and electrical systems to the extent that the same are not expressly included as a part of a Unit pursuant to the terms of Article 5 hereof, or designated as a limited common element.

(v) the boiler room located in the cellar of the building.

(vi) all other parts of the Property, and all apparatus and installations now existing or hereafter constructed in the Building or on the Property, either existing for the common use of the Units or the Unit Owners or necessary for, or convenient to, the existence, maintenance, or safety of the Property.

(c) The Limited Common Elements consist of all portions of the Land and the Building (other

than the Units) that are for the use of one Unit to the exclusion of all other Units. The Limited Common Elements include without limitation: i) any entrances, exits or passageways which are for the exclusive use of a particular unit; ii) any ductwork, pipes or electrical work which serves only one particular unit; iii) any handicap ramps and balconies; iv) the storage areas in the ~~sub-~~ cellar of the building; v) any passageway or staicase specifically designed for one unit.

(d) The Common Elements shall remain undivided, and no Unit Owner or any other Person shall bring, or shall have the right to bring, any action for partition or division thereof, except as is expressly permitted pursuant to the terms of Article 14 hereof and Section 5.5 of the By-Laws.

Article 7
Determination of Common Interests

The Common Interest of each Unit has been determined, pursuant to Section 339-i (1) (i) of the Condominium Act, in the approximate proportion that the floor area of each unit bears to the aggregate floor area of all the units.

Article 8

Use

(a) Except as set forth in the next sentence, each Unit may be used for any legal purpose. However,

(i) Sponsor shall have the right to use any one or more of its Unsold Units as model units and offices for selling, renting, management, operation, and promotion of the Unsold Units owned by it, subject only to compliance with the Law; and

(b) (i) Any of the Units (other than Unsold Units) owned or leased by an individual, corporation, partnership, fiduciary or any other entity may be occupied only by such individual, or by a designated officer, director, stockholder or employee of such partnership, or by such fiduciary (including a designated director, officer, stockholder or employee of a corporate fiduciary and a designated partner or employee of a partnership fiduciary), or by the beneficiary of such fiduciary, or by a principal or designated employee of such other entity, respectively, or by Family Members or guests of any of the foregoing. Nothing contained herein shall prohibit the exclusive occupancy of the Unit in question by such Family Members. However, guests are permitted to occupy a unit only when the owner of such Unit or such owner's designee or its or his Family Members are present. Under no circumstances may more than one family occupy a Unit at one time.

(ii) Within 30 days after a Person, other than a natural person, becomes the owner of a Unit, such non-individual owner shall notify the Condominium Board or Managing Agent if any has been appointed, in writing, of the name of the officer, director, stockholder, partner or employee designated by such owner to conduct the affairs of the Unit. The non-individual owner may change such designee from time to time by similar written notice to the Condominium Board or

Managing Agent if any has been appointed. All designees must be bona fide officers, directors, stockholders, partners or employees of such owner.

(iii) The foregoing restrictions in this paragraph (b) do not apply to Unsold Units; they may be leased to any Persons (whether individuals, corporations, partnerships, fiduciaries or other entities) and, in the case of Unsold Units, occupied by any Person authorized by such lessee and approved by the owner of such Unsold Units, who is not required to comply with the designation notice requirement set forth in the preceding paragraph (b)(ii).

Article 9

Easements for the Enjoyment of Common Elements

(a) Subject to the terms of the By-Laws and the Rules and Regulations, the Unit Owner (including Sponsor, as long as it owns any Unit), all other permitted tenants and occupants of the Buildings, the Managing Agent (if any has been appointed), the Condominium Board and all officers, partners, employees, agents, guests, invitees and licensees of the foregoing shall have in common with all of the others, an easement for ingress and egress through, as well as for the use and enjoyment of, all of the General Common Elements, and the General Common Elements shall be subject to such easement. Notwithstanding the foregoing, however, no person shall use or enjoy the General Common Elements except in accordance with the reasonable purpose for which they are intended and without encroaching upon the rights of other Permitted Persons to do so.

(b) Each unit owner whose unit has one or more appurtenant Limited Common Elements shall have an exclusive easement for the use thereof. Similarly each Unit owner shall have an easement over and through the limited common elements assigned to any other Unit for access to common areas.

(c) Notwithstanding anything to the contrary contained in paragraph (a) hereof, Sponsor and its successors, assignees, invitees, licensees, contractors, employees, agents and tenants shall have an easement in, over, under, through and upon the General Common Elements to use the same, without being subject to any fee or charge, for all purposes and activities in connection with the sale or renting of Unsold Units.

Article 10

Other Easements

(a) Subject to the terms of the By-Laws and to the Rules and Regulations, each Unit Owner shall have, in common with all other Unit Owners, an easement to use any of the Common Elements, and all pipes, wires, ducts, cables, conduits, public utility lines, and all other utility distribution systems, whether or not Common Elements, located in, over, under, through, adjacent to, or upon any other Unit or the Common Elements to the extent that such Common Elements and utility distribution system serves, or is necessary to the service of, such Unit

Owner's Unit and all of the Common Elements shall be subject to such easement. In addition, the Condominium Board shall have an easement and a right of access to each Unit and to the Common Elements to inspect the same, to remove violations therefrom and to install, operate, maintain, repair, alter, rebuild, restore and replace any of the Common Elements located in, over, under, through, adjacent to, or upon the same, and each Unit and the Common Elements shall be subject to such easement and right of access. The easements and the rights of access granted in this paragraph shall be exercised in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. Such entry shall be permitted on not less than one day's notice, except that no such notice shall be necessary in the event of repairs or replacements immediately necessary or required for the preservation or safety of the Building, for the safety of the occupants of the Building or other persons, or to avoid the suspension of any necessary service in the Building.

(b) Sponsor (for so long as it owns any Unit) reserves for itself and to the Condominium Board, on behalf of all Unit Owners, the right to grant such additional electric, gas, steam, cable television, telephone, water, storm drainage, sewer and other utility easements in, or to relocate any existing utility easements to, any portion of the Property as Sponsor or the Condominium Board, as the case may be, shall deem necessary or desirable for the proper operation and maintenance of the Building or any portion thereof or for the general health or welfare of the owners, tenants and occupants of the appropriate Units, provided, however, that the grant of such additional utility easements, or the relocation of existing utility easements, shall not unreasonably interfere with the use of the Units for their permitted purposes. Any utility company, as well as its officers, employees and agents, shall have a right of access to each Unit and to the Common Elements in furtherance of such easement. However, such right to access shall be exercised in such manner as will not unreasonably interfere with the use of the Units for their permitted purposes.

(c) Each Unit and the Common Elements shall have easements of subjacent support and necessity, and the same shall be subject to such easements in favor of all of the other Units and the Common Elements.

(d) If (i) any portion of the Common Elements now encroaches upon any Unit or upon any other portion of the Common Elements, (ii) any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or (iii) any such encroachment shall hereinafter occur as a result of (x) the settling of the Building, (y) any repair or alteration made to the Common Elements in accordance with the terms of this Declaration and the By-Laws by, or with the consent of, the Condominium Board, by Sponsor or Sponsor's designee, or (z) any repair or restoration made to the Building or any portion thereof, to any Unit, or to the Common Elements in accordance with the terms of this Declaration and the By-Laws after damage by fire or other casualty or after any taking by condemnation or eminent domain proceedings, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same for so long as the Building or the affected Unit or Common Elements shall stand.

(e) In addition to the specific easements set forth in this Article 10 and in Article 9 hereof, the

Property and every portion thereof shall be subject to all easements and rights of access prescribed in the Condominium Act.

Article 11

Changes in Unit

(a) Sponsor or its designee shall have the right, to the extent not prohibited by Law, without obtaining the consent or approval of the Condominium Board, or Mortgage Representative (if any), to subdivide any Unsold Unit into separate Units, provided and on condition that:

(i) Such subdivision into separate Units shall be appropriately reflected in (A) an Amendment to this Declaration recorded in the Register's Office and (B) an Amendment to the Floor Plans filed with the Register's Office, each such Amendment to set forth all information required by the Condominium Act;

(ii) The Common Interest of each newly established Unit shall be in equal percentages as of the date of the filing of this Declaration; however, (A) the Common Interests of all newly established Units shall equal the Common Interest of the original Unit being so subdivided, and (B) the Common Interests of all Units shall equal 100%;

(iii) Sponsor or its designee (as the case may be) shall comply with the Law;

(b) Subsequent to the subdivision of any Unsold Unit into separate Units in accordance with the preceding paragraph (a), Sponsor or its designee (as the case may be) shall have the right, to the extent not prohibited by Law, without obtaining the consent or approval of the Condominium Board, other Unit Owners or Mortgage Representatives (if any):

(i) To make alterations, additions and/or improvements (whether structural or nonstructural, interior or exterior, ordinary or extraordinary) in, to and upon Unsold Units, provided and on condition that:

(A) No physical modification shall be made to any other units and the Common Interests and interior dimensions of any other Units shall not be changed by reason thereof, unless the owner or purchaser (if a purchase agreement has been executed and the purchaser is not in default thereunder) of any such other affected Unit shall consent thereto;

(B) Sponsor or its designee (as the case may be) shall comply with the Law;

(C) Such alteration, addition or improvement shall not jeopardize the soundness or structural integrity of any part of the Building or the safety of any tenant or other persons at the Property;

(ii) To change the layout of, or number of rooms in, any Unsold Units, provided and on

condition that the Sponsor or its designee (as the case may be) shall comply with the Law; and

(iii) To change the size and/or number of Unsold Units by (w) further subdividing one or more Unsold Units into two or more Units, (x) combining two or more separate Unsold Units (including, without limitation, those resulting from such subdivision or otherwise) into one or more Units, (y) altering the boundary walls of any Unsold Unit, or (z) otherwise, provided and on condition that:

(A) The Common Interest of any Unit affected by such change in size or number shall be appropriately reapportioned in accordance with the factors, conditions and restrictions set forth in paragraph (a) of this Article 11;

(B) The Declaration and Floor Plans shall be appropriately amended to reflect the changes made to such affected Units and the reapportionment of the Common Interest for each, all in accordance with the Condominium Act;

(C) Sponsor or its designee (as the case may be) shall comply with the Law.

(c) In the event that one or more Unit is subdivided into two or more units in accordance with the foregoing provisions of this Article 11, all newly established Units as well as the Owners, tenants and occupants thereof, shall be subject to, bound by and shall comply with, the provisions of this Declaration, the By-Laws, and the rules and Regulations, as they may be amended from time to time.

(d) The provisions of this Article 11 may not be added to, amended, modified, or deleted without the prior written consent of Sponsor.

Article 12

Acquisitions of Units by the Condominium Board

If (i) any Unit Owner surrenders his Unit, together with its Appurtenant Interests, to the Condominium Board pursuant to the terms of the By-Laws or of Section 339-X of the Condominium Act or (ii) the Condominium Board, pursuant to the terms of the By-Laws or otherwise, either (x) acquires or leases a Unit, together with its Appurtenant Interests, or (y) purchases a Unit, together with its Appurtenant Interests, at a foreclosure or other similar sale, then, in any such event, title or the leasehold estate, as the case may be, in and to such Unit and such Appurtenant Interests shall be held by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests. Any lease or sublease of any Unit leased or subleased by the Condominium Board or its designees shall be held by the Condominium Board or such designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests.

Article 13
Power of Attorney to Sponsor and the Condominium Board

(a) Each Unit Owner, by acceptance of a deed or otherwise succeeding to title to a Unit, shall be deemed to have irrevocably nominated, constituted and appointed as such Unit Owner's attorney-in-fact, coupled with an interest and with power (i) Sponsor, to amend the Condominium Documents pursuant to the terms of Article 17 hereof and (ii) the Persons who shall from time to time constitute the Condominium Board, jointly, to:

(x) acquire or lease any Unit, together with its Appurtenant Interests, (1) whose owner desires to sell, convey, transfer, assign, lease, or surrender the same or (2) that becomes the subject of a foreclosure or other similar sale, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners;

(y) convey, sell, lease, mortgage, or otherwise deal with (but not to vote the Common Interest appurtenant to) any Unit so acquired or to sublease any Unit so leased; and

(z) execute, acknowledge and deliver (1) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any Law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium or (2) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Condominium or the Common Elements that the Condominium Board deems necessary or appropriate.

(b) In confirmation of the foregoing power of attorney, each Unit Owner, upon the request of either Sponsor or the Condominium Board, shall duly execute, acknowledge and deliver to the requesting party, for recording in the Register's Office, a Unit Owner's Power of Attorney in the form set forth as Exhibit D to this Declaration.

Article 14

Termination of Condominium

The Condominium shall continue until terminated by (i) casualty loss, condemnation, or eminent domain, as more particularly provided in the By-Laws or (ii) withdrawal of the Property from the provisions of the Condominium Act in accordance with the provisions of Section 339-t of the Condominium Act.

Article 15

Covenant of Further Assurances

(a) Any Person who is subject to the terms of this Declaration (whether such person is a Unit Owner, a lessee or a sublessee of a Unit Owner, an occupant of a Unit, a member of the

Condominium Board, an officer of the Condominium, or otherwise) shall, at the expense of Sponsor, the Condominium Board, any officer of the Condominium, or the Managing Agent, as the case may be, requesting the same, execute, acknowledge and deliver to Sponsor, the Condominium Board, any officer of the Condominium, or the Managing Agent, as the case may be, such instruments, in addition to those specifically provided for herein, and take such other action, as Sponsor, the Condominium Board, any officer of the Condominium, or the Managing Agent, as the case may be, may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

(b) Subject to paragraph (c) below, if any Unit Owner or any other Person who is subject to the terms of this Declaration fails or refuses to execute, acknowledge, or deliver any instrument, or fails or refuses, within ten days after request therefor, to take any action that such Unit Owner or Person is required to take pursuant to this Declaration, then the Condominium Board is hereby authorized as attorney-in-fact for such Unit Owner or other Person, which power shall be deemed to be coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner or other Person, and such document or action shall be binding on such Unit Owner or other Person.

(c) If any Unit Owner or the Condominium Board or any other Person who is subject to the terms of this Declaration fails or refuses to execute, acknowledge, or deliver any instrument, or fails or refuses, within 10 days after request therefor, to take any action that the Condominium Board, Unit Owner, or other Person is required to take pursuant to this Declaration at the request of Sponsor, then Sponsor is hereby authorized as attorney-in-fact for the Condominium Board, such Unit Owner, or other Person, which power shall be deemed to be coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Condominium Board, such Unit Owner, or other Person, and such document or action shall be binding on the Condominium Board, such Unit Owner,or other Person, as the case may be.

Article 16

Covenants to Run With the Land

(a) All provisions of this Declaration, the By-Laws and the Rules and Regulations, including, without limitation, the provisions of this Article 16, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions thereof shall be binding upon, and shall inure to the benefit of, the owner of all or any part thereof, or interest therein and his or her heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create, nor shall they be construed as creating any rights in, or for the benefit of, the general public. All present and future owners, tenants and occupants of Units shall be subject to, and shall comply with, the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the succeeding to title,

the entering into a lease, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having, at any time, any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, or lease.

(b) If any provision of this Declaration or of the By-Laws is invalid under, or would cause this Declaration and the By-Laws to be insufficient to submit the Property to the provisions of the Condominium Act, such provision shall be deemed deleted from this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act, but shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal, representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision that is necessary to cause this Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from this Declaration or the By-Laws, then such provision shall be deemed included as a part of this Declaration or the By-Laws, as the case may be, for the purposes of submitting the Property to the provisions of the Condominium Act.

(c) Subject to the terms of paragraph (b) of this Article 16, if this Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the provisions of this Declaration and the By-Laws shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land.

Article 17

Amendments to This Declaration

(a) Subject to the provisions contained herein or in the By-Laws with respect to amendments, modifications, additions or deletions affecting Sponsor or its designee, any provision of this Declaration may be amended, modified, added to, or deleted by the consent of all Unit Owners, taken in accordance with the provisions of the By-Laws. However, no amendment, modification, addition, or deletion pursuant to the preceding sentence shall be effective without the written consent of the Mortgage Representatives (if required by the terms of the applicable mortgage), if any, which consent shall not be unreasonably withheld or delayed. In addition, such amendment,

modification, addition, or deletion: (i) shall not be effective until recorded in the Register's Office and (ii) shall be executed by the Condominium Board as attorney-in-fact for the Unit Owners, which power shall be deemed to be coupled with an interest, and the Condominium Board is hereby authorized by the Unit Owners so to act as their attorney-in-fact. No amendment may be made which will in any way effect the rights of the Sponsor unless the Sponsor shall consent to such amendment.

(b) Sponsor or its designee shall have the right, at its sole cost and expense and without the vote or consent of any other Unit Owners, the Condominium Board, or the Mortgage Representatives (if any), to execute, acknowledge and record (or, at the Sponsor's or such designee's sole option, to require the Condominium Board or any other Unit owners to execute, acknowledge and record) in the Register's Office and elsewhere, if required by Law, one or more amendments to this Declaration (including, without limitation, to Exhibit B hereto), together with such documents, plans and maps as the Sponsor or such designee deems appropriate to effectuate the same insert (except that Sponsor may not increase the size of the building or the floor area of the Units):

(i) to reflect any changes in the Unsold Units, including any reapportionment of the Common Interest resulting therefrom made by the Sponsor in accordance with the terms of Article 11 hereof; or

(ii) to make any changes required by an Institutional Lender, any governmental agency having regulatory authority over the Condominium, or any title insurance company selected by Sponsor to insure title to any Units; provided, however, that any amendment made pursuant to the terms of subparagraph (i) or (ii) of this paragraph shall not (1) change the Common Interest of any Unit not then owned by Sponsor, (2) require a material, physical modification of any Unit not then owned by Sponsor or of the Common Elements, or (3) adversely affect the priority or validity of the lien of any mortgage held by an institutional lender unless the owner of the affected Unit (in the event described in subparagraph (1) or (2) of this paragraph) or the holder of such mortgage (in the event described in subparagraph (3) of this paragraph) shall consent thereto by joining in the execution of such amendment.

(c) Any amendment to this Declaration may be executed; (i) if on behalf of Sponsor pursuant to the terms of paragraph (b) hereof, by any officer of Sponsor or (ii) if on behalf of the Unit Owners or by the Condominium Board, by the President or Vice President and the Secretary or an Assistant Secretary of the Condominium. If the amendment requires the approval of a specified percentage of Unit Owners pursuant to the terms of this Declaration or the By-Laws, then there shall be attached to such amendment an original executed Secretary's Certification, certifying that the requisite number and percentage of Unit Owners approved the amendment at a duly constituted meeting or (when permitted in this Declaration or the By-Laws) in writing without a meeting, in which Certification shall be described the number and percentage of Unit Owners so consenting and, if voted upon at a meeting, the date and time of the meeting.

(d) Notwithstanding anything contained in the Condominium Documents to the contrary, but

subject to any limitation imposed by the Condominium Act, no Amendment to the Condominium Documents shall be adopted which would:

(i) (A) unreasonably interfere with the sale, lease or other disposition of an Unsold Unit;

(B) abridge, modify, suspend, eliminate or otherwise affect any right, power, easement, privilege or benefit to Sponsor or its designee or any Unit Owner or purchaser; or

(C) impose any discriminatory charge or fee against Sponsor or its designee, unless Sponsor or such designee shall consent thereto, by joining in the execution of such Amendment; or

(ii) change the permitted use of any Unit or such Unit's Common Interest, unless the owner of such affected Unit shall consent thereto by joining in the execution of such Amendment.

Article 18
Consents of Sponsor

Wherever, the consent, approval, satisfaction, or permission of Sponsor or its designee, is required under this Declaration or the By-Laws, such consent, approval, satisfaction, or permission shall not be required when Sponsor or such designee no longer owns any of the Units.

Article 19

Person to Receive Service

355 KINGS HIGHWAY CONDOMINIUM Board of Managers is hereby designated to receive service of process in any action that may be brought against the Condominium relating to the Common Elements or more than one Unit. (in the event any unit should be subdivided)

Article 20

Incorporation by Reference

The terms, covenant, conditions, descriptions and other information contained in (i) the property description annexed hereto as Exhibit A; (ii) the description of the Units annexed hereto as Exhibit B; (iii) the table of definitions annexed hereto as Exhibit C; (iv) the By-Laws annexed hereto as Exhibit D; (v) the Unit Owner's Power of Attorney annexed hereto as Exhibit E; and (vi) the Floor Plans are, by this reference, each incorporated herein and made a part of this Declaration as if the same were set forth at length in the text hereof.

Article 21

Waiver

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

Article 22

Severability

Subject to the provisions of paragraph (b) and (c) of Article 16 hereof, if any provision of the Condominium Documents is invalid or unenforceable as against any Person or under certain circumstances, the remainder of the Condominium Documents and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of the Condominium Documents shall, except as otherwise provided herein, be valid and enforced to the fullest extent permitted by Law. Any conflict between any provision of the Condominium Documents and the Condominium Act, or any questions regarding the interpretation of any of the Condominium Documents, shall be governed by the Condominium Act.

Article 23

Successors and Assigns

The right and/or obligations of, and limitations imposed on, Sponsor as set forth herein shall inure to the benefit of, and shall be binding upon, its successors and assignees as well as any designated transferees of its Units. Subject to the foregoing, Sponsor shall have the right, at any time, in its sole discretion, to assign or otherwise transfer its interest herein, whether by merger, consolidation, lease, assignment, or otherwise.

Article 24

Gender

A reference in this Declaration to any one gender, masculine, feminine, or neuter, includes the other two, and the singular includes the plural, and vice-versa, unless the context otherwise requires.

Article 25

Captions

The index hereof and the captions herein inserted are included only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Declaration or the intent of any provision hereof.

IN WITNESS WHEREOF, Sponsor has caused this Declaration to be executed as of the day of , 200___ .

355 Realty Associates LLC

By: _____

State of New York)
County of Kings) ss.:

On the____ day of _____, 200__, before me, the undersigned, personally appeared _____,personally known to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

_____
Signature and Office of individual taking proof

EXHIBIT A TO THE DECLARATION
OF 355 KINGS HIGHWAY CONDOMINIUM

THE PREMISES KNOWN AS
355 KINGS HIGHWAY, BROOKLYN, N.Y.

Tax Block Number 6653, Tax Lot Number 33

DESCRIPTION OF THE LAND

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of New York, County of Kings and State of New York, being more particularly described as follows::

BEGINNING at a point at the intersection of the northerly side of Kings Highway with the easterly side of West 4th Street;

RUNNING THENCE northerly along the easterly side of West 4th Street 112.20 feet more or less;

THENCE in an easterly direction 100 feet more or less;

THENCE southerly and parallel with West 4th Street 146.67 feet more or less to the northerly side of Kings Highway;

THENCE in a northwesterly direction along the northerly side of Kings Highway 105.78 feet more or less to the pint or place of BEGINNING.

EXHIBIT B TO THE DECLARATION OF
355 KINGS HIGHWAY CONDOMINIUM

THE PREMISES KNOWN AS

355 KINGS HIGHWAY, BROOKLYN, N. Y.

DESCRIPTION OF UNITS

Unit Designation and Location	Tax Lot No.	Approx. Area in Square Feet	Number of Rooms/Baths	Percentage of Common Interest
1				
2				
3				

Unit	Ltd. Common Balcony	Ltd. Common Areaway	Ltd. Common Ramp

EXHIBIT C TO THE DECLARATION
OF 355 KINGS HIGHWAY CONDOMINIUM
THE PREMISES KNOWN AS

355 KINGS HIGHWAY, BROOKLYN, NEW YORK

DEFINITIONS

(1) **"Appurtenant Interest"** shall mean, with respect to any Unit, the undivided interest of the owner thereof, in and to: (i) the Common Elements; (ii) any other Units owned or leased at the time in question by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners; (iii) any proceeds of the sale or lease of Units of the nature described in subdivision (ii) above; and (iv) any other assets of the Condominium.

(2) **"Building"** shall mean the building being constructed at 355 Kings Highway, Brooklyn, New York.

(3)**"By-Laws"** shall mean the By-Laws of the Condominium, which are annexed as Exhibit E to this Declaration, as the same may be amended from time to time pursuant to the terms thereof.

(4) **"Common Elements"** shall mean, collectively, the Limited Common Elements and the General Common Elements, and shall consist of all parts of the Property other than the Units.

(5) **"Common Charges"** shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in the By-Laws), to meet the Common Expenses.

(6) **"Common Expenses"** shall mean all costs and expenses to be incurred generally by the Unit Owners pursuant to this Declaration and/or the By-Laws in connection with: (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the Common Elements; (ii) the establishment and/or maintenance of a general operating reserve or a reserve fund for working capital, for replacements with respect to the Common Elements, or to make up any deficit in the Common Charges for any prior year(s); (iii) the purchase, lease, or sublease by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose owner has elected to sell, lease, transfer, or convey the same or that is to be sold at a foreclosure or other sale; and (iv) generally, the conduct of the affairs of the Condominium.

(7) **"Common Interest"** shall mean the undivided percentage interest of each Unit in the Common Elements.

(8) **"Condominium"** shall mean 355 KINGS HIGHWAY CONDOMINIUM, the Premises known as 106 Clifton Place, Brooklyn, New York, established pursuant to the terms of this Declaration and which is to be governed pursuant to the terms of the By-Laws.

(9) **"Condominium Act"** shall mean Article 9-B of the Real Property Law of the State of New York, as the same may be amended from time to time.

(10) **"Condominium Board"** shall mean the governing body of the Condominium, whose members shall be selected pursuant to the terms of Article 2 and 4 of the By-Laws.

(11) **"Condominium Documents"** shall mean this Declaration, the By-Laws and the Rules and Regulations, all exhibits annexed.

(12) **"Declaration"** shall mean this Declaration as executed by Sponsor for the purposes of submitting the Property to the provisions of the Condominium Act and establishing a regime for the condominium ownership thereof.

(13) **"Family Members"** shall mean the spouse, children (natural and adopted), siblings, parents, parents-in-law, grandparents, great grandparents and aunts and uncles of a Unit Owner who reside in such Unit Owner`s Unit.

(14) **"First Closing"** shall mean the first date upon which title to a Unit is conveyed to a purchaser.

(15) **"Floor Plans"** shall mean the floor plans of the Unit filed in the Register`s office simultaneously with the recording of this Declaration, together with any supplemental floor plans thereto.

(16) **"General Common Elements"** shall mean those certain portions of the Land and the Building (other than the Units), as well as those Unit Facilities therein, either existing for the common use of the Units or the Unit Owners or necessary for, or convenient to, the existence, maintenance, or safety of the Property, as more particularly described in paragraph (b) of Article 6 of this Declaration.

(17) **"Initial Control Period"** shall mean the period ending on the earlier of: (i) the closing of title with purchasers under the Plan to Units having more than 50 percent of the aggregate Common Interests appertaining to all Units or (ii) two years after the First Closing.

(18) **"Institutional Lender"** shall mean (i) a savings bank, savings and loan association, bank or trust company, insurance company, real estate investment trust, or mortgage trust or (ii) a federal, state, municipal, teacher`s or union employee, welfare, pension or retirement fund or system.

(19) **"Institutional Mortgage"** shall mean any first mortgage covering one or more Units that is a permitted mortgage and the initial holder of which is either Sponsor or its designee or an Institutional Lender.

(20) **"Land"** shall mean the land more particularly described in Exhibit A to this Declaration.

(21) **"Limited Common Elements"** shall mean those certain portions of the Land and the Building (other than the Units) that are to be used by the owners of one or more specified Units to the exclusion of all other Unit Owners, as more particularly described in paragraph (c) of Article 6 of this Declaration.

(22) **"Managing Agent"** shall mean a Person employed by the Condominium Board pursuant to Section 2.4 of the By-Laws.

(23) **"Majority of Unit Owners"** shall mean those Unit Owners having more than 50% of the total authorized votes of all Unit Owners (determined in accordance with the terms of Section 4.7 of the By-Laws) who are present, in person or by proxy, and voting at any duly constituted meeting of the Unit Owners at which a quorum is present.

(24) **"Mortgage Representatives"** shall mean the representatives of the holders of all Permitted Mortgages encumbering Units.

(25) **"Permitted First Mortgage"** shall mean a Permitted Mortgage that is a first mortgage lien against a Unit.

(26) **"Permitted First Mortgagee"** shall mean any holder of a Permitted First Mortgage.

(27) **"Permitted Mortgage"** shall mean any mortgage covering one or more Units that is placed thereon in compliance with the terms contained in Article 8 of the By-Laws.

(28) **"Permitted Mortgagee"** shall mean any holder of a Permitted Mortgage at the time in question.

(29) **"Person"** shall mean any natural person, partnership, corporation, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, organization, government or any department or agency thereof, or any other entity.

(30) **"Plan"** shall mean the offering plan, if any, to convert the property to condominium ownership filed with the Department of Law of the State of New York pursuant to Section 352-e of the General Business Law of the State of New York.

(31) **"Property"** shall mean the Land, the building, and all other improvements erected or to be erected on the Land, all easements, rights and appurtenances pertaining thereto and all other

property, real, personal, or mixed, used or intended to be used in connection therewith.

(32) **"Rules and Regulations"** shall mean the rules and regulations of the Condominium, which may be annexed as an addendum to the By-Laws, as any of the same may be amended, modified, added to, or deleted from time to time pursuant to the terms of the By-Laws, provided that they are not in conflict with the terms of the Condominium Act, the Declaration, or the By-Laws.

(33) **"Special Assessments"** shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in the (By-Laws), in accordance with paragraph (C) of Section 6.1 of the By-Laws.

(34) **"Sponsor"** shall mean 355 Realty Associates LLC

(35) **"Unit"** shall mean one of the twenty eight units or its appurtenances located in the sub-cellar, the cellar, the first through the sixth floors (including the mezzanine). If a Unit is subdivided into two or more Units in accordance with Article 11 of the Declaration the term "Unit" shall refer to any of the Units established as a result of such subdivision, each of which will be more particularly identified in an Amendment to the Declaration and Floor Plans. In such case, the term "Unit" shall mean more than one or all of such Units

(36) **"Unit Facilities"** shall mean all personal property and fixtures now or hereafter existing in, on, or under the Land or the Building and either existing for the common use of the Units or the Unit Owners or necessary or convenient for the existence, maintenance, or safety of the Property.

(37) **"Unit owner"** shall mean any Person who holds fee title, of record, to a Unit at the time in question.

(38) **"Units"** shall mean more than one Unit.

(39) **"Unsold Unit"** shall mean any Unit offered for sale which is owned by Sponsor or its designee at the time in question.

(40) **"Unsold Units"** shall mean more than one Unsold Unit.

BY-LAWS

EXHIBIT E TO THE DECLARATION

BY LAWS
OF

355 KINGS HIGHWAY CONDOMINIUM

THE PREMISES KNOWN AS
355 KINGS HIGHWAY
BROOKLYN, NEW YORK

County of Kings, City and State of New York

,200__

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ADDENDUM

BY-LAWS
355 KINGS HIGHWAY CONDOMINIUM

THE PREMISES KNOWN AS
355 KINGS HIGHWAY
BROOKLYN, NEW YORK

ARTICLE 1

GENERAL

Section 1.1 Purpose. The purpose of these By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of the Condominium.

Section 1.2 Definitions. All capitalized terms used in these By-Laws that are not otherwise defined in any of the Articles hereof shall have the meanings set forth in Exhibit C to the Declaration, unless the context in which the same are used shall otherwise require. All capitalized terms used in these By-Laws that are defined in any of the Articles hereof shall have the meanings ascribed to them in such Articles, unless the context in which the same are used shall otherwise require. Each of the aforedescribed capitalized terms shall be applicable to singular and to plural nouns, as well as to the verbs of any
tense.

Section 1.3 Applicability of By-Laws. These By-Laws are applicable to the Property and to the use and occupancy thereof.

Section 1.4 Application of By-Laws. All present and future Unit Owners, mortgagees, lessees, sublessees and occupants of Units, and employees and guests of Unit Owners, as well as all other Persons who may use the Property, are and shall be subject to the Declaration, these By-Laws and the Rules and Regulations, as each of the same may be amended from time to time. The acceptance of a deed or other instrument of conveyance, or the succeeding to title to, or the execution of a lease or sublease for, or the act of occupancy of, a Unit shall constitute an agreement that the provisions of the Declaration, these By-Laws and the Rules and Regulations, as each of the same may be amended from time to time, are accepted, ratified and will be complied with.

Section 1.5 Principal Office of the Condominium. The principal office of the Condominium shall be located either at the Property or at such other place in the Borough of Brooklyn reasonably convenient thereto as may be designated from time to time by the Condominium Board.

ARTICLE 2

BOARD OF MANAGERS

Section 2.1 General. The affairs of the Condominium shall be governed by the Condominium Board.

Section 2.2 Powers and Duties of the Condominium Board. (A) The Condominium Board shall have all the powers and duties necessary for, or incidental to, the administration of the affairs of the Condominium, provided, however, that the Condominium Board shall not have such powers and duties that by Law, or pursuant to the terms of the Declaration and these By-Laws, may not be delegated to the Condominium Board by the Unit Owners. Without intention to limit the generality of the foregoing in any respect, the Condominium Board shall have the following specific powers and duties:

(i) to operate, maintain, repair, restore, add to, improve, alter and replace the Common Elements and/or any other portions of the Property for which the Condominium Board is responsible pursuant to the Declaration and the By-Laws, including, without limitation as the Condominium Board shall deem necessary or proper in connection therewith: (a) the purchase and leasing of supplies, equipment and material and (b) the employment, compensation and dismissal of personnel;

(ii) to acquire, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of the Unit Owners, all rights, titles and interests in real and personal property deemed necessary or proper by the Condominium Board for use in connection with the ownership and operation of the Property as a residential condominium;

(iii) to maintain complete and accurate books and records with respect to the finances and the operation of the Condominium;

(iv) to prepare and adopt a budget for the Condominium for each fiscal year thereof;

(v) to determine the amount and establish the means and methods of payment of, and to collect, the Common Charges and Special Assessments from the Unit Owners;

(vi) to borrow money on behalf of the Condominium when required in connection with the operation, maintenance, repair, restoration, improvement, alteration and replacement of the Common Elements;

(vii) to open and maintain bank accounts on behalf of the Condominium and to designate the signatories required therefor;

(viii) to use the Common Charges and Special Assessments collected from Unit owners, as well as all other funds held by the Condominium Board or received in connection with the operation of the Property, for the Administration of the Condominium, including, without limitation: (a) the payment of Common Expenses and (b) the making of restorations, additions, alterations and improvements to the Common Elements;

(ix) to obtain insurance for the Property, including the Units, pursuant to the terms of Section 5.4 hereof;

(x) to adjust and settle claims under insurance policies obtained pursuant to the terms of Section 5.4 hereof, and to execute and deliver releases upon such adjustment and settlement on behalf of: (a) all Unit owners; (b) all holders of mortgages and other liens on Units; and (c) all holders of any other interest in the Property;

(xi) to make, or to contract with others for the making of repairs, maintenance, additions and improvements to, and alterations, restorations and replacements of, the Property (whether after damage or destruction by fire or other casualty, or as a result of destruction by fire or other casualty, or as a result of eminent domain proceedings or otherwise), all in accordance with the terms of these By-Laws;

(xii) to accept the surrender of any Unit pursuant to the terms of paragraph (C) of Section 6.2 hereof, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Unit Owners;

(xiii) to purchase, lease, or otherwise acquire Units offered for sale or lease by their owners, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners;

(xiv) to purchase Units at foreclosure or other judicial sales, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of all Unit Owners;

(xv) to sell, lease, mortgage and otherwise deal with Units acquired by, and to sublease Units leased by, the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, provided, however, that the Condominium Board or its designees shall in no event be entitled to vote the votes appurtenant to any such Unit;

(xvi) to adopt and amend the Rules and Regulations and to levy and collect fines against Unit owners for Violations of the same;

(xvii) to enforce by legal means the terms, covenants and conditions contained in the Condominium Documents and to bring or defend against any proceedings that may be instituted on behalf of, or against, the Unit Owners;

(xviii) to incorporate, to the extent and in the manner provided in the Condominium Act;

(xix) to carry out any other duties imposed upon the Condominium Board pursuant to the Declaration and these By-Laws.

(B) The Condominium Board shall be responsible for carrying out the duties imposed upon it under the Condominium Documents regardless of whether a Unit is vacant or occupied by the owner thereof or by a Permitted Lessee or other permitted occupant.

Section 2.3 Certain Limitations on the Powers of the Condominium Board. Notwithstanding anything to the contrary contained in these By-Laws, the Condominium Board shall not take any of the following actions unless 2/3 of all members thereof shall approve the same in writing or by vote at a duly constituted meeting called for such purpose:

(i) increase the number, or change the type, of employees from those hired at the time of recording the Declaration;

(ii) provide for new or additional services from those being provided at the time of recording the Declaration;

(iii) impose any Common Charge or Special Assessment for the purpose of making any capital or major improvement, alteration, or addition to the Common Elements or to any Unit, unless required by Law; or

(iv) establish any reserves, including, without limitation, a reserve for contingencies, repairs, improvements, or replacements, other than a twelve-month reserve for contingencies not exceeding five percent of the budgeted operating expenses for the ensuing 12 months of operation.

Section 2.4 Exercise and Delegation of Powers and Duties. (A) Any act within the power of the Condominium Board to perform, and deemed necessary or desirable to be performed by the Condominium Board, shall be performed by the Condominium Board or shall be performed on its behalf and at its direction by the agents, employees, or designees of the Condominium Board .

(B) The Condominium Board may, by 2/3 vote of the Unit Owners, employ a Managing Agent to serve at a compensation to be established by the Condominium Board and to perform such duties and services as the Condominium Board shall direct. The Condominium Board may delegate to the Managing Agent any of the powers granted to the Condominium Board in these By-Laws.

Section 2.5 Number, Election and Qualification of Members. Until the first annual meeting of the Unit Owners held pursuant to the terms of Section 4.1 hereof, the Condominium Board shall consist of three individuals to be designated from time to time by Sponsor. From and after the first annual meeting of the Unit Owners, the Condominium Board shall consist of three individuals to be elected by the Unit Owners or designated by Sponsor or its designee pursuant to the terms of Section 4.8 hereof. Except for members designated by Sponsor or its designee pursuant to the terms of this Section 2.5 or of Section 2.8 or 4.8 hereof, all members of the Condominium Board shall be either: (i) individual Unit Owners; (ii) individual Permitted Mortgagees; (iii) officers, directors, shareholders, partners, principals, employees, or beneficiaries of corporations, partnerships, fiduciaries, or any other entities that are Unit Owners or Permitted Mortgagees; or (iv) adult Family Members of any of the foregoing.

Section 2.6 Term of Office Members. The term of office of the three members of the Condominium Board designated by Sponsor prior to the first annual meeting of the Unit Owners shall expire when the four individuals to be elected or designated at such meeting are so elected or designated and qualified. The term of office of each of the three individuals elected or designated and qualified at the first annual meeting of the Unit Owners and at all subsequent annual meetings shall be one year. Notwithstanding anything to the contrary contained in this Section 2.6, however, each member of the Condominium Board shall serve until his successor shall be elected or designated and qualified. There shall be no limit on the number of terms of office, successive or otherwise, that a member of the Condominium Board may serve.

Section 2.7 Removal and Resignation of Members. (A) Any member of the Condominium Board who was elected thereto by the Unit owners may be removed from office by a 2/3 vote of Unit Owners. Any member of the Condominium Board who was designated as such by Sponsor or its designee, pursuant to the terms of Section 2.5, 2.8, or 4.8 hereof, may be removed, with or without cause, only by Sponsor or said designee, by giving written notice thereof to the Condominium Board. Any member of the Condominium Board whose proposed removal is to be acted upon at a meeting of the Unit Owners shall be given prior written notice thereof and an opportunity to be present and heard thereat.

(B) Any member of the Condominium Board may resign his membership at any time by giving written notice thereof to the Condominium Board and, with respect to members of the Condominium Board designated as such by Sponsor or its designee, to Sponsor or such designee. In addition, any member of the Condominium Board who shall cease to be qualified for membership pursuant to the terms of Section 2.5 hereof shall be deemed to have resigned his membership effective as of the date upon which such qualifications shall cease.

Section 2.8 Vacancies. (A) Upon the occurrence of a vacancy on the Condominium Board that is caused by the removal, resignation, or death of a member who was elected thereto by the Unit owners, the terms of all other members of the Condominium Board elected by the Unit Owners shall promptly be held for the purpose of electing a new Condominium Board.

(B) Any vacancy on the Condominium Board that is caused by the removal, resignation, or death of a member who was designated as such by Sponsor or its designee shall be filled by an individual designated by Sponsor or such designee.

Section 2.9 Regular Meetings of the Condominium Board. Regular meetings of the Condominium Board may be held at such time and place in the Borough of Manhattan as shall be determined from time to time by a majority of the members thereof, provided that at least four such meetings shall be held during each fiscal year. Written notice of all regular meetings of the Condominium Board shall be given to each member thereof by personal delivery, mail, or telegram at least five business days prior to the day named for such meeting.

Section 2.10 Special Meetings of the Condominium Board. Any member may call a special meeting of the Condominium Board whenever he deems the same to be necessary or desirable. Written notice of all special meetings shall be given to each member thereof by personal delivery, mail or telegram at least five business days prior to the day named for such meeting, which notice shall state the time, place (in the Borough of Manhattan) and purpose of the meeting.

Section 2.11 Waiver of Notices of Meeting. Any member of the Condominium Board may, at any time, waive notice of any meeting thereof in writing, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a member of the Condominium Board at any meeting shall constitute a waiver by him of notice of the time and place thereof. If all of the members of the Condominium Board are present at any meeting thereof, no notice of such meeting shall be required and any business may be transacted at such meeting.

Section 2.12 Quorum of the Condominium Board. For purposes of all meetings of the Condominium Board, a majority of the members thereof shall constitute a quorum for the transaction of business. In connection therewith, one or more members of the Condominium Board may participate in any meeting thereof by means of a conference telephone or similar communications equipment permitting all individuals participating in the meeting to hear each other at the same time, and such participation shall constitute presence at such a meeting for all purposes. If, at any meeting of the Condominium Board, there shall be less than a quorum present, a majority of the members of the Condominium Board in attendance may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting originally called but for lack of a quorum may be transacted without further notice.

Section 2.13 Conduct of Meetings. The President shall preside at all meetings of the Condominium Board, and the Secretary shall faithfully record the minutes thereof, which minutes shall include the full text of all resolutions duly adopted by the Condominium Board and a record of all transactions and proceedings occurring thereat. The then current edition of Robert's Rules of Order, or any other rules of procedure from time to time acceptable to a majority of the Condominium Board, shall govern the conduct of the meetings of the Condominium Board unless the same be in conflict with the terms of the Declaration, these By-Laws or the Condominium Act.

Section 2.14 Decisions of the Condominium Board. Except as otherwise expressly provided in the Declaration or these By-Laws, the vote of a majority of the members of the Condominium Board present at a meeting thereof at which a quorum is present shall constitute the decision of the Condominium Board. Alternatively, any decision that is required or permitted to be made by the Condominium Board may be made without a meeting thereof if all of the members of the Condominium Board shall individually or collectively consent in writing to such decision, and all such written consents shall be duly filed by the Secretary of the Condominium in the minutes of the Condominium Board.

Section 2.15 Compensation of Members. No member of the Condominium Board shall receive any compensation from the Condominium for acting as such.

Section 2.16 Liability of the Condominium Board. (A) All members of the Condominium Board shall have no liability to the Unit Owners for errors of judgment, negligence, or otherwise, except that each member of the Condominium Board shall be liable thereto for his own bad faith or willful misconduct.

(B) Every contract made, and other document executed, by or on behalf of the Condominium Board, any committee thereof, or the Managing Agent shall expressly provide (if such provision is reasonably obtainable and in addition to the limitation of liability of the officers of the Condominium and the Unit Owners pursuant to the terms of Section 3.9 and 4.11 hereof, respectively) that the same is made or executed by or on behalf of the Condominium Board, such committee, or the Managing Agent solely as agent for the Unit Owners and that the members of the Condominium Board or such committee or the Managing Agent shall have no liability thereon, except to the extent of their liability, if any, as Unit Owners pursuant to the terms of Section 4.11 hereof.

(C) The Unit Owners shall jointly and severally indemnify and hold each member of the Condominium Board harmless from and against any claim or liability to others arising from such member's acts or omissions as, or by reason of the fact that such individual is or was, a member of the Condominium Board, except, however, to the extent that such claim or liability shall be due to, or shall arise out of, the bad faith or willful misconduct of such member.

ARTICLE 3

OFFICERS

Section 3.1 General. The principal officers of the Condominium shall be the President, the Secretary and the Treasurer. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed, upon the direction of the Condominium Board, by any two officers of the Condominium or by such lesser number of officers or by such other Person or Persons as may be designated from time to time by the Condominium Board.

Section 3.2 President. The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the Unit Owners and of the Condominium Board.

Section 3.3 Secretary. The Secretary shall keep a record wherein the actions of the Condominium Board and the meetings of the Unit Owners shall be recorded and shall act as President in the absence of the President.

Section 3.4 Treasurer. The Treasurer shall keep the financial records and books of account of the Condominium.

Section 3.5 Election, Term of Office and Qualifications of Officers. Each of the officers of the Condominium Board shall be elected annually by a majority vote of the Condominium Board taken at the organizational meeting of each new Condominium Board, and shall serve at the pleasure of the Condominium Board. The President, Secretary and Treasurer shall be elected from amongst the members of the Condominium Board. No person shall hold more than one office.

Section 3.6 Removal and Resignation of Officers. Any officer of the Condominium may be removed from office, with or without cause, by an affirmative vote of a majority of the members of the Condominium Board. In addition, any officer may resign at any time by giving written notice to the President of the Condominium Board. Finally, if the President, Secretary, or Treasurer shall cease to be a member of the Condominium Board during his term of office, such officer shall be deemed to have resigned his office effective upon the date which his membership shall cease.

Section 3.7 Vacancies. Any vacancy in an office shall be filled by a majority vote of the Condominium Board at any regular meeting of the Condominium Board or at a special meeting thereof called for such purpose.

Section 3.8 Compensation of Officers. No officer of the Condominium shall receive any compensation from the Condominium for acting as such.

Section 3.9 Liability of the Officers of the Condominium. (A) The officers of the Condominium shall have no liability to the Unit Owners for errors of judgment, negligence, or otherwise, except that each officer of the Condominium shall be liable to Unit Owners for his or her own bad faith or willful misconduct.

(B) The Unit Owners shall jointly and severally indemnify and hold each officer of the Condominium harmless from and against any claim or liability to others arising from his acts or omissions as, or by reason of the fact that such individual is or was, an officer of the Condominium except, however, to the extent that such claim or liability shall be due to, or shall arise out of, the bad faith or willful misconduct of such officer.

ARTICLE 4

UNIT OWNERS

Section 4.1 Annual meeting of the Unit Owners. The first annual meeting of the Unit Owners shall be held immediately after the Initial Control Period. The Initial Control Period shall mean the period ending on the earlier of ; (i) the closing of title with purchasers under the Plan to Units having more than 50 percent of the aggregate Common Interests appertaining to all Units or (ii) two years after the First Closing.

Section 4.2 Special Meetings of the Unit Owners. Any member of the Condominium Board may call a special meeting of the Unit Owners by setting forth, in reasonable detail, the purpose for calling such a meeting, and no business shall be transacted at such special meeting except business reasonably related to such stated purposes. In addition, a special meeting shall take place promptly after the occurrence of a vacancy in the Condominium Board for the purpose of electing new members of the Board pursuant to Section 2.8 (A) of these By-Laws.

Section 4.3 Place of Meetings. Meetings of the Unit Owners shall be held at the Condominium or at such other location within the Borough of Brooklyn as may be designated by the Condominium Board.

Section 4.4 Notice of Meetings. (A) The Secretary or person calling the meeting shall give notice of each annual or special meeting of the Unit Owners to all Unit Owners then of record entitled to vote or designate members of the Condominium Board at such meeting, which notice shall set forth the purpose, time and place of such meeting. Such notice may be given to any Unit Owner by personal delivery, mail or telegram not later than 10 business days prior to the day fixed for the meeting; however, the mailing for such notice to any Unit Owner, addressed to his or her address at the Property, at lease 15 days prior to the day fixed for the meeting shall be conclusively deemed the giving of notice to such Unit Owner of such meeting. Any Unit Owner may designate an address for the giving of notice other than such Unit Owner's address at the Property by giving written notice thereof to the Secretary of the Condominium not less than 15 days prior to the giving of notice of the applicable meeting.

(B) If the business to be conducted at any meeting of the Unit Owners shall include the consideration of a proposed amendment to the Declaration or to these By-Laws, the notice of such meeting shall be mailed to all Unit Owners at least 30 days prior to the day fixed for such meeting and shall be accompanied by a copy of the text of such proposed amendment.

Section 4.5 Quorum of the Unit Owners. Except as otherwise provided in these By-Laws, the presence, in person or by proxy, of Unit Owners owning Units to which 50% or more of the aggregate Common Interests appertain shall constitute a quorum at all meetings of the Unit Owners. If, at any meeting of the Unit Owners, there shall be less than a quorum present, a majority of the Unit Owners present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time fixed for the original meeting.

Section 4.6 Conduct of Meetings. The President shall preside at all meetings of the Unit Owners, and the Secretary shall faithfully record the minutes thereof, which minutes shall include the full text of all resolutions duly adopted by the Unit Owners and a record of all transactions and proceedings occurring thereat. The then current edition of Robert's Rules of Order, or any other rules of procedure acceptable to a majority of the Unit Owners present at any meeting, in person or by proxy, shall govern the conduct of the meetings of the Unit Owners, unless the same shall be in conflict with the terms of the Declaration, these By-Laws, or the Condominium Act. All votes of the Unit Owners shall be tallied by the persons appointed by the presiding officer of the meeting.

Section 4.7 Voting. (A) Subject to the terms of Section 4.8 hereof, each Unit Owner (including Sponsor or its designee, for so long as Sponsor or such designee shall own one or more Unsold Units and/or the Community facility) shall be entitled to cast one vote at all meetings of the Unit Owners for each Unit owned.

(B) A fiduciary shall be the voting member with respect to a Unit owned in a fiduciary capacity. In addition, if two or more Persons own a Unit, they shall designate one Person amongst them to vote the Common Interest appurtenant to their Unit in a writing given to the Secretary of the Condominium, and the vote of such designee shall be binding upon all of such Persons. Failing such a designation, all of such Persons shall mutually vote such Common Interest under one ballot without division, and the concurrence of all such Persons shall be conclusively presumed if any one of them purports to vote such Common Interest without protest being contemporaneously made to the individual presiding over the meeting at which such vote is taken. If protest is made, the Common Interest appurtenant to such Unit shall be counted solely for the purpose of determining whether a quorum is present for such voting.

(C) The owner(s) of any Unit may designate any Person to act as a proxy on his or her behalf. The designation of any such proxy shall be made in a writing both signed and dated by the designor and delivered to the Secretary of the Condominium at or before the appointed time for the meeting(s) during which the same is to be effective. Any such designation shall be revocable at any time upon written notice given to the Secretary of the Condominium; however, no revocation of such a resignation shall be effective with respect to any votes cast by such proxy prior to the receipt of such revocation notice by the Secretary of the Condominium or, if such revocation is made at a meeting of the Unit Owners during which the Secretary of the Condominium is not in attendance, by the individual acting as the Secretary of such meeting. Except with respect to the designation of a Permitted Mortgagee to act as the proxy of its mortgagor(s), no designation to act as a proxy shall be effective for a period in excess of six months after the date thereof.

(D) Except when otherwise required by law or otherwise provided in the Declaration or in these By-Laws, the affirmative vote of a Majority of Unit Owners shall be binding upon all Unit Owners for all purposes.

Section 4.8 Election of Members of Condominium Board. (A) During the Initial Control Period, Sponsor or its designee shall have the right to designate the following number of members

of the Condominium Board: (a) three members, for so long as the Common Interests attributable to any Units owned by Sponsor or its designee equals, in the aggregate, 50% or more of the Common Interests of all Units, and (b) two members, for so long as the Common Interests attributable to any Units owned by Sponsor or its designee equals, in the aggregate, less than 50% but 30% or more of the Common Interests of all Units.

(B) After the Initial Control Period, Sponsor or its designee shall not have voting control over the Condominium Board or veto power over expenditures and shall have the right to designate one member on the Condominium Board for so long as Sponsor or its designee owns at least two Unsold Units.

(C) Sponsor shall have the right to vote the Common Interests attributable to Units owned by Sponsor for members of the Condominium Board so long as Sponsor or its designee designates one or more members of the Board. From and after the time when Sponsor or its designee does not designate at least one member of the Board, Sponsor or its designee shall have the right to vote the Common Interests attributable to Units owned by Sponsor for members of the Board.

(D) Each Unit Owner entitled to vote for members of the Condominium Board pursuant to this Section 4.8 shall be entitled to cast 1 vote for each Unit owned. A Unit owner who is entitled to more than one vote may divide his votes among different candidates, or vote them all for one candidate on a cumulative basis.

(E) The three persons receiving the highest number of votes shall be elected to the Condominium Board.

Section 4.9 Action Without a Meeting. Any action required or permitted to be taken by the Unit Owners at a duly constituted meeting may be taken without such a meeting if Unit Owners, sufficient in number (both in absolute number and in Aggregate Common Interests) to approve such an action at a duly constituted meeting of the Unit Owners pursuant to the Declaration or to these By-Laws consent in writing to the adoption of a resolution approving such action. All written consents given by Unit owners pursuant to this Section 4.9 shall be retained in the records of the Condominium together with a true copy of the resolutions to which they relate.

Section 4.10 Title to Units. Title to any Unit may be taken by any Person or by any two or more Persons as joint tenants, tenants in common, or tenants by the entirety, as may be appropriate, but not as owners in severalty.

Section 4.11 Contractual Liability of Unit Owners. Every contract made by the Condominium Board, by any officer of the Condominium, or by any Managing Agent shall provide (if such provision is reasonably obtainable and in addition to the limitation of liability of the members of the Condominium Board and the officer of the Condominium pursuant to the terms of Section 2.16 and 3.9 hereof, respectively) that the liability of any Unit Owner with respect thereof shall be limited to: (i) such proportionate shares of the total liability thereunder as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners and (ii) such Unit Owner's Interest in his Unit and its Appurtenant Interests, unless otherwise provided by Law.

ARTICLE 5

OPERATION OF THE PROPERTY

Section 5.1 Maintenance and Repairs. (A) Except as otherwise provided in the Declaration or in these By-Laws, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary:

(i) in or to any Unit and all portions thereof (including, but not limited to, kitchen, bathroom fixtures and appliances, windows and their frames, sills and sashes, all doors (entrance and balcony, if any) and their frames and saddles, exposed plumbing, gas and heating, fixtures and equipment, air conditioning units, lighting and electrical fixtures and any General Common Elements incorporated therein shall be performed by the owner of such Unit at such Unit Owner's cost and expense; and

(ii) in or to the General Common Elements shall be performed by the Condominium Board as a Common Expense; and

(iii) in or to the Limited Common Elements shall be performed (a) by the Condominium Board as a Common Expense, if involving structural or extraordinary maintenance, repairs, or replacements (including, but not limited to, the repair of any leaks that are not caused by the acts or omissions of the Unit Owner having direct and exclusive access thereto) or (b) by the Unit Owner having direct and exclusive access thereto at his sole cost and expense, if involving non-structural ordinary maintenance, repairs, or replacements (including, without limitation, individual heating and hot water equipment).

Promptly upon obtaining knowledge thereof, each Unit Owner shall report to the Condominium Board or to the Managing Agent any defect or need for repairs for which the Condominium Board is responsible pursuant to the terms hereof. All painting, decorating, maintenance, repairs and replacements performed hereunder or otherwise, whether by or at the behest of the Unit Owner of the Condominium Board, shall be performed in such a manner as shall not unreasonably disturb or interfere with any Unit Owners or the tenants and occupants of any Units.

(B) Notwithstanding anything to the contrary provided in paragraph (A) of this Section 5.1, however, the exterior glass surfaces of all windows of each Unit are to be washed and cleaned by the Owner of such Unit at such Unit Owner's sole cost and expense. In addition, if any painting, decorating, maintenance, repairs or replacements of the Property or any part thereof, whether structural or non-structural, ordinary or extraordinary, is necessitated by the negligence, misuse or abuse of (i) any Unit Owner, the entire cost and expense thereof shall be borne by such Unit Owner, or (ii) the Condominium Board, the entire cost and expense thereof shall be borne by the Condominium Board as a Common Expense, except, in all events, to the extent that such cost and expense is covered by the proceeds of any insurance maintained pursuant to the terms of these By-Laws. Similarly, each Unit Owner shall be responsible for any and all damage to any Unit or to the Common Elements resulting from such Unit Owner's failure to maintain, repair, or replace his or her Unit or any portion thereof as required herein.

(C) Each Unit and all portions of the Common Elements shall be kept in first-class condition, order and repair (and free of snow, ice and accumulation of water with respect to any balcony, roof, or other part of the Property exposed to the elements) by the Unit Owner or the Condominium Board, whichever is responsible for the maintenance thereof as set forth herein, and such Unit Owner or the Condominium Board, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work (including, without limitation, painting, repairs and replacements) that is necessary in connection therewith. In addition, the public areas of the Building and the Land and those areas exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Building, by (i) the Condominium Board, with respect to such parts of the Building required to be maintained by it, and (ii) each Unit Owner, with respect to the interior and exterior surfaces of balconies, windows and shades, venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to his or her Unit.

Section 5.2 Alterations, Additions, or Improvements to the General Common Elements. Except as otherwise provided in the Declaration or in these By-Laws, all necessary or desirable alterations, additions or improvements in or to any of the Common Elements shall be made by the Condominium Board, and the cost and expense thereof shall constitute a Common Expense.

Section 5.3 Alterations, Additions, Improvements, or Repairs in or to the Units and Limited Common Elements. (A) Subject to the terms of paragraph (B) of this Section 5.3 no Unit Owner shall make any structural alteration, addition, improvement, or repair in or to his Unit or its appurtenant Limited Common Elements without the prior written approval of the Condominium Board. The Condominium Board shall grant its approval provided that prior to, and as a condition of, the granting of any such approval, the Unit Owner procures and agrees to maintain during the course of such work such insurance as the Condominium Board may reasonably prescribe and executes an agreement, in form and substance satisfactory to the Condominium Board, setting forth the terms and conditions under which such alteration, addition, improvement, or repair may be made, including, without limitation, the indemnity referred to in paragraph (D) hereof and the days and hours during which any such work may be done, and further provided that the alteration does not impair the structural integrity of the building or any Unit or otherwise interfere with the use of any other Units.

(B) Notwithstanding anything to the contrary contained in paragraph (A) of this Section 5.3 however, Sponsor or its designee shall have the right pursuant to the terms of Article 11 of the Declaration, without the approval of the Condominium Board to (i) make any alterations, additions, improvements, or repairs in or to any Unsold Units whether structural or non-structural, interior or exterior, ordinary or extraordinary, and (ii) subdivide, combine and change the boundary walls of Unsold Units.

(C) All alterations, additions, improvements and repairs by Unit Owners shall be made in compliance with Law. In connection therewith, the Condominium Board shall execute applications to any departments of the City of New York, or to any other governmental agencies having jurisdiction thereof, for any and all permits required in connection with the making of alterations, additions, improvements, or repairs in or to a Unit or its appurtenant Limited Common Elements, provided that, with respect to all such work of a structural nature (but other than that of

the nature described in paragraph (B) hereof), the same was approved by the Condominium Board pursuant to the terms of paragraph (A) hereof.

(D) Neither the Condominium Board nor any Unit Owner (other than the Unit Owner(s) making any alterations, improvements, additions, or repairs, or causing any of the same to be made, in or to his, her or their Unit(s) and appurtenant Limited Common Elements) shall incur any liability, cost, or expense either (i) in connection with the preparation, execution, or submission of the applications referred to in paragraph (C) hereof; (ii) to any contractor, subcontractor, materialman, architect, or engineer on account of any alterations, improvements, additions, or repairs made or caused to be made by any Unit Owner; or (ii) to any Person asserting any claim for personal injury or property damage, arising therefrom. Any Unit Owner(s) making alterations, improvements, additions, or repairs, or causing any of the same to be made, in or to his, her or their Unit(s) and appurtenant Limited Common Elements shall agree (in a writing executed and delivered to the Condominium Board, if the Condominium Board shall request), and shall be deemed to agree (in the absence of such writing), to indemnify and hold the Condominium Board, the members of the Condominium Board, the officers of the Condominium, the Managing Agent and all other Unit Owners harmless from and against any such liability, cost and expense.

Section 5.4 Insurance. (A) If the same shall be obtainable, the Condominium Board shall obtain, and shall maintain in full force and effect, fire insurance policies with all risk extended coverage, vandalism and malicious mischief endorsements, insuring the Building (including all Units and the bathroom and kitchen fixtures installed therein on the date of recording the Declaration and all service machinery contained therein, but not including appliances or any furniture, furnishings, decorations, belongings, or other personal property supplied or installed by Unit Owners or the tenants of Unit Owners) and covering the interests of the Condominium, the Condominium Board, all of the Unit Owners and all Permitted Mortgagees, as their interests may appear. Each of the said policies shall contain:

(i) waivers of (a) subrogation, (b) any defense based upon co-insurance, or other insurance, (c) invalidity arising out of any acts of the insured and (d) pro-rata reduction of liability;

(ii) a provision that any adjustment of loss will be made by the Condominium Board and that all proceeds thereof shall be paid to the Condominium Board, as provided in Section 5.5 hereof;

(iii) a New York standard mortgage clause in favor of each Mortgagee, which shall provide that the proceeds thereof shall be paid to such Permitted Mortgagee as its interests may appear, subject, however, to the loss payment provisions in favor of the Condominium Board;

(iv) a provision that such policy may not be either cancelled or substantially modified except upon at least 30 days prior written notice to all of the insureds, including all Permitted Mortgagees.

Duplicate originals or certificates of all such policies and of all renewals thereof, together with proof of payment of premiums, shall be sent to all Unit Owners and Permitted Mortgagees at least 30 days prior to the expiration of the then current policies.

(B) The Condominium Board shall also obtain and maintain, to the extent practicable:

(i) comprehensive general liability insurance, covering all claims for personal injury or property damage arising out of any occurrence on the Property and listing as co-insureds (a) the Condominium Board and each member thereof, (b) the Managing Agent if any), (c) each officer of the Condominium and (d) each Unit Owner (except, however, that such insurance shall not cover any liability of a Unit Owner arising from occurrences within his own Unit or its balcony);

(ii) water damage legal liability insurance; and

(iii) such other insurance as the Condominium Board shall from time to time determine.

Each of the aforementioned policies of insurance shall also cover cross-liability claims of one insured against another.

(C) All policies of insurance to be maintained by the Condominium Board shall contain such limits as the Condominium Board shall from time to time determine, provided, however, that:

(i) with respect to insurance policies maintained by the Condominium Board pursuant to paragraph (A) hereof, the coverage shall be in an amount sufficient to avoid the effects of co-insurance (and, until the first regular meeting of the first three-member Condominium Board elected by the Unit Owners, such coverage shall be at least in the amount of $350,000.00); and

(ii) with respect to insurance policies maintained by the Condominium Board pursuant to subparagraph (i) of paragraph (B) hereof, such policies shall contain single limits of not less than $300,000 in the aggregate until the first regular meeting of the first three-member Condominium Board elected by the Unit Owners. Any insurance policies maintained by the Condominium Board may also provide for such deductible amounts as the Condominium Board shall determine. The Condominium Board shall review the limits of each insurance policy, as well as the amount of any deductible sum thereunder, at least once a year.

(D) The cost of all insurance maintained by the Condominium Board pursuant to this Section 5.4 shall be borne by the Condominium Board as a Common Expense.

(E) Unit Owners shall not be prohibited from carrying other insurance for their own benefit, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing the insurance maintained by the Condominium Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

Section 5.5 Casualty or Condemnation. (A) In the event that either (i) the Building or any part thereof is damaged or destroyed by fire or other casualty (hereinafter referred to as a "Casualty Loss") or (ii) the General Common Elements or any part thereof is taken in condemnation or by eminent domain (hereinafter referred to as a "Taking"), the net insurance proceeds payable under the insurance policies maintained by the Condominium Board pursuant to the terms of Section 5.4 hereof by reason of such Casualty Loss or the net condemnation awards receivable by reason of such Taking, as the case may be, shall be payable to the Condominium Board. All such monies actually received (hereinafter referred to as the "Trust Funds") shall be held in trust for the benefit of all Unit

Owners and their Permitted Mortgagees and shall be disbursed pursuant to the terms of this Section 5.5. Notwithstanding anything to the contrary contained either in this paragraph (A) or elsewhere in this Section 5.5, however, no Unit Owner whose Unit, its appurtenant Limited Common Elements, or any portion thereof are taken in condemnation or by eminent domain (whether or not all or a part of the Common Elements other than balconies are contemporaneously taken) shall be deemed to have waived whatever rights that he or she may have to pursue a separate claim against the condemning authority by reason thereof.

(B) Subject to the terms of paragraph (D) hereof, the Condominium Board shall arrange for the prompt repair or restoration (hereinafter referred to as the "Work") of the damage covered by the insurance.

(C) If either 75% or more of the Building is destroyed or substantially damaged by fire or other casualty or 75% or more of the General Common Elements are taken in a Taking, the Work shall not be performed unless 75% or more of all Unit Owners (including Sponsor or its designee, if Sponsor or such designee shall then own any Units), both in number and in aggregate Common Interests, shall promptly resolve to proceed with the same. In the event that a sufficient number of Unit Owners shall so resolve, the Work shall be performed pursuant to the terms of paragraphs (B) and (C) hereof. Conversely, in the event that a sufficient number of Unit Owners shall either fail or refuse to so resolve, the Work shall not be performed and the Property shall not be subject to an action for partition by any Unit Owner or lienor, as if owned in common, in which event the net proceeds and the resulting sale, together with any Trust Funds, shall be paid to all Unit Owners in proportion to their respective Common Interests, except that no payment shall be made to a Unit Owner until there first has been paid, out of such Unit Owner's share of such funds, such amounts as may be necessary to reduce unpaid liens on the Unit Owner's Unit (other than mortgages that are not Permitted Mortgages) in the order of priority of such liens.

Section 5.6 Use of the Property. (A) No nuisance shall be allowed on the Property. No immoral, improper, offensive, or unlawful use shall be made of the Property or any portion thereof, and all valid laws relating to any portion of the Property shall be complied with at the full cost and expense of the respective Unit Owners or the Condominium Board, whoever shall have the obligation to maintain or repair such part of the Property.

(B) Nothing shall be done or kept in any Unit or in any of the Common Elements that would increase the rate of insurance for the Property, except upon the prior written consent of the Condominium Board. No Unit Owner shall permit anything to be done or kept in a Unit or in the Common Elements that will result in the cancellation of insurance on the Property or the contents thereof, or that would be in violation of any Law. No waste shall be committed in the Common Elements.

(C) Nothing shall be done in any Unit or in, on, or to the Common Elements that will impair the structural integrity of the Property or that will structurally change the Building, except as is otherwise provided in the Declaration or in these By-Laws. In no event shall interior partitions contributing to the support of any Unit or the Common elements be altered or removed.

Section 5.7 Use of the Units. (A) In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of Units shall be restricted to, and shall be in accordance with, the terms contained in the balance of this Section 5.7.

(B) Each Unit shall be used only as a residence. Notwithstanding the foregoing, however, during the Initial Control Period upon the written consent of Sponsor (or after the Initial Control Period upon the prior written consent of the Condominium Board) a Unit may be used as a professional or business office or for any other purpose other than that set forth in this paragraph (B) provided that the nature and manner of such use complies with Law and does not violate the then existing Certificate of Occupancy covering such Unit.

(C) A Unit owned or leased by an individual, corporation, partnership, fiduciary, or any other entity may be occupied only by said individual, or by an officer, director, stockholder, or employee of such corporation, or by a partner or employee of such partnership, or by said fiduciary (including directors, officers, stockholders, or employees of corporate fiduciaries and partners or employees of partnership fiduciaries), or by the beneficiary of said fiduciary, or by a principal or employee of such other entity, respectively, or by Family Members or guests of any of the foregoing. Additionally, in no event shall a portion of a Unit (as opposed to the entire Unit) be sold, conveyed, leased, or subleased, and no transient occupant (other than a guest permitted under this paragraph (C) may be accommodated therein.

(D) Notwithstanding anything to the contrary contained in this Section 5.7, Sponsor may, without the consent of either the Condominium Board of the Unit Owners:

(i) grant permission for the use of any Unsold Unit as a professional or business office or for any other purpose, provided that the nature and manner of such use complies with Law and does not violate the then existing Certificate of Occupancy covering such Unsold Unit; and

(ii) use any one or more Unsold Units as model units and offices for the sales, promotions, rental, management and operation of the unsold Units or for any other purpose, subject only to compliance with Law.

(E) Under no circumstances may more than one family occupy a residential Unit at one time.

Section 5.8 Use of the Common Elements. (A) Subject to the terms of paragraph (B) of this Section 5.8, the Common Elements (including without limitation, the electrical, heating, gas, plumbing and other mechanical systems and equipment of the Building and the Unit Facilities) may be used only for the furnishing of the services and facilities, and for the other uses, for which they are reasonably suited and capable. In addition, no furniture, packages, or objects of any kind shall be placed in the lobbies, vestibules, public halls, stairways, or any other part of the Common Elements (except for those areas designated as storage areas, if any) without the prior written consent of the Condominium Board. The lobbies, vestibules, public halls and stairways shall be used only for normal passage through them.

(B) Notwithstanding the terms of paragraph (A) of this Section 5.8, Sponsor or its designee shall have the right, without charge or limitation so long as there are any Unsold Units, to: (i) erect and

maintain signs, of any size or content determined by Sponsor or such designee, on or about any portion of the General Common Elements chosen by Sponsor or such designee, including, without limitation, on the exterior walls of the Building or adjacent to the main entrances thereof; (ii) have its employees, contractors, subcontractors and sales agents present on the Property; and (iii) do all things necessary or appropriate, including the use of the General Common Elements, to sell, lease, manage, or operate Unsold Units, to complete any work or repairs to the Building expressly undertaken by Sponsor and to comply with Sponsor's obligations. In no event, however, shall Sponsor or such designee be entitled to use any Common Elements in such a manner as will unreasonably interfere with the use of any Unit for its permitted purposes.

Section 5.9 Right of Access. (A) Subject to the rights of existing tenants and other occupants of Unsold Units, each Unit Owner shall grant to the Condominium Board, to the Managing Agent or manager (if any), and/or to any other Person authorized by any of the foregoing a right of access to his Unit and its appurtenant Limited Common Elements for the purposes of:

(i) making inspections of, or removing violations noted or issued by any governmental authority against, the Common Elements or any other part of the Property,

(ii) curing defaults hereunder or under the Declaration or violations of the Rules and Regulations committed by such Unit Owner or correcting any conditions originating in his or her Unit and threatening another Unit or all or a portion of the Common Elements;

(iii) performing maintenance, installations, alterations, repairs, or replacements to the mechanical or electrical services, or other portions of the Common Elements located within his Unit or elsewhere in the Building;

(iv) reading, maintaining, or replacing utility meters relating to the Common Elements, to his or her Unit, or to any other Unit; or

(v) correcting any condition that violates the provisions of any Permitted Mortgage encumbering another Unit.

Except in cases of emergency (that is, a condition requiring repairs or replacements immediately necessary for the preservation or safety of the Building or for the safety of the occupants of the Building or other individuals, or required to avoid the suspension of any necessary service in the Building), the foregoing rights of access shall be exercised only upon not less than one day's advance notice and only in such a manner as will not unreasonably interfere with the use of the Units and their appurtenant Limited Common Elements for their permitted purposes. In cases of emergency, however, such rights of access may be exercised immediately, without advance notice and whether or not the Unit Owner is present.

(B) Each Unit Owner shall grant a right of access to his Unit and its appurtenant Limited Common Elements, and the Condominium Board shall grant rights of access to the General Common Elements, to Sponsor and its contractors, subcontractors, agents and employees for the purpose of fulfilling Sponsor's obligations, provided that access thereto shall not be exercised,

with respect to any Unit and its appurtenant Limited Common Elements, in such a manner as will unreasonably interfere with the use of such Unit and Limited Common Elements for their permitted purposes.

Section 5.10 Modification of the Rules and Regulations. The Condominium Board shall have the right to amend, modify, add to, or delete any of the Rules and Regulations from time to time, provided, however, that any such amendment, modification, addition, or deletion may be overruled by a vote of a majority of Unit Owners. Copies of the text of any amendments, modifications, additions or deletions to the rules and Regulations shall be furnished to all Unit Owners not less than thirty days prior to the effective date thereof.

Section 5.11 Real Estate Taxes, Water Charges and Sewer Rents. Water for the Building shall be supplied by the City of New York. Unless and until real estate taxes, water charges and sewer rents are billed directly to Unit Owners by the city collector, such taxes, charges and rents shall be payable by the Condominium Board.

The Condominium Board may act as an agent of each Unit Owner who has given his written authorization to complain or apply to the board of assessment review of the assessing agency by filing a single complaint on behalf of all such Unit Owners and to commence and prosecute a special proceeding for the review of assessments of real estate property as an aggrieved person. The Condominium Board may retain legal counsel on behalf of all Unit Owners for which it is acting as agent and may charge all such Unit Owners a pro rata share of expenses, disbursements and legal fees, for which charges the Condominium Board shall have a lien pursuant to the terms of these By-Laws.

Section 5.12 Gas. Gas shall be supplied to each Unit through a separate meter for such Unit and each Unit Owner shall be required to pay all charges for gas consumed or used in his Unit directly to the utility company servicing the Building as and when billed therefor.

Section 5.13 Electricity. Electricity shall be supplied to each Unit through a separate meter for such Unit, and each Unit Owner shall be required to pay all charges for electricity consumed or used in his or her Unit directly to the utility company servicing the Building as and when billed therefor.

Section 5.14 Utilities Serving the General Common Elements. The cost and expense of water, steam and electricity serving or benefiting any Common Element other than balconies shall be (i) considered part of the expense of maintaining such Common element, (ii) determined by the Board and (iii) charged to the Unit Owners as a Common Expense.

Section 5.15 Records and Audits. (A) The Treasurer of the Condominium, or the Managing Agent under the supervision of such Treasurer, shall keep full, detailed and accurate records and books of account with respect to the financial affairs of the Condominium, which records and books of accounts shall include, without limitation, (i) a listing of all receipts of and expenditures by the Condominium Board and the Managing Agent and (ii) a separate listing for each Unit, setting forth, among other things, the amount of each assessment of Common Charges and Special Assessments

levied against such Unit, the dates when due, the amounts paid thereon and the balance, if any, remaining unpaid.

(B) Within four months after the end of each fiscal year of the Condominium, the Condominium Board shall submit to each Unit Owner,and, if so requested, to any Permitted Mortgagee, an annual report of the receipts and expenditures of the Condominium prepared and certified by an independent certified public accountant. The cost of preparing and distributing each such report shall be borne by the Condominium Board as a Common Expense.

ARTICLE 6

COMMON CHARGES

Section 6.1 Determination of Common Expenses and Fixing of Common Charges. (A) From time to time, but not less frequently than once a year, the Condominium Board shall: (i) prepare and adopt a budget for the Condominium, subject to the restrictions set forth in Section 2.3 hereof; (ii) determine the aggregate amount of Common Charges necessary to be charged to the Unit Owners in order to meet the Common Expenses; and (iii) allocate and assess such Common Charges among the Unit Owners pro-rata, in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in these By-Laws). The Condominium Board may, as its sole discretion, from time to time increase or decrease the amount of Common Charges allocated to the Units and payable by the Unit Owners and may modify its prior determination of the Common Expenses for any fiscal year so as to increase or decrease the amount of Common Charges payable for such fiscal year or portion thereof; however, no such revised determination of Common Expenses shall have a retroactive effect on the amount of Common Charges payable by Unit Owners for any period prior to the date of such new determination.

(B) The failure or delay of the Condominium Board to prepare or adopt a budget or to determine the Common Expenses for any fiscal year or portion thereof shall not be deemed a waiver or modification in any respect of the covenants and provisions hereof or a release of any Unit Owner from the obligation to pay Common Charges.

(C) In addition to the foregoing duty to determine the amount of and assess Common Charges, the Condominium Board shall have the right, subject, in all respects, to any restrictions contained herein , to levy Special Assessments to meet the Common Expenses.

Section 6.2 Payment of Common Charges. (A) All Unit Owners (including Sponsor or its designee with respect to Unsold Units, for so long as the same are owned thereby) shall be obligated to pay Common Charges and Special Assessments assessed by the Condominium Board pursuant to the terms of Section 6.1 hereof at such time or times (but not less than annually) as the Condominium Board shall determine. Unless otherwise determined by the Condominium Board, Common Charges shall be payable in installments on the first day of every month in advance. To the extent permitted by Law, the Condominium Board shall have a lien on each Unit, on behalf of all Unit Owners, for unpaid Common Charges and Special Assessments assessed against such Unit. Such lien, however, shall be subordinate, to the extent required by Law, to any liens for real estate taxes assessed against such Unit.

(B) No Unit Owner shall be liable for the payment of any part of the Common Charges and any Special Assessments assessed against his Unit for the period subsequent to a sale, with its Appurtenant Interests, made in compliance with the terms of Article 7 hereof. A purchaser or other successor-in-title to the owner of a Unit shall be liable for the payment of all Common Charges and any Special Assessments accrued and unpaid against such Unit prior to his acquisition thereof, except that, to the extent permitted by Law, a Permitted First Mortgagee acquiring title to a mortgaged Unit or a purchaser at a mortgage foreclosure sale held with respect to a Permitted First Mortgage shall not be liable,and such mortgaged Unit shall not be subject to a lien, for the payment of any Common Charges and Special Assessments assessed subsequent to the recording of such Permitted First Mortgage and prior to the acquisition of title to such Unit by the Permitted First Mortgagee or by such purchaser. However, in the event of a foreclosure of a Permitted First Mortgagee (whether by sale, deed in lieu of foreclosure, or otherwise), the defaulting Unit Owner shall remain fully liable for the payment of all unpaid Common Charges and Special Assessments that accrued prior to such foreclosure. Any unpaid Common Charges and Special Assessments that are not collected from such defaulting Unit Owner shall be deemed a Common Expense, collectible from all those who are Unit owners at the time that the same is levied.

(C) Subject to the terms and conditions contained in these By-Laws, any Unit Owner may convey his Unit, together with its Appurtenant Interests, to the Condominium Board or to its designee, corporate or otherwise, on behalf of all Unit Owners, without being compensated therefor, and in such event, be exempt from the payment of Common Charges and Special Assessments thereafter accruing, provided, however, that: (i) all Common Charges and any Special Assessments then due and payable with respect to such Unit have been paid; (ii) such Unit is free and clear of all liens and encumbrances other than a Permitted First Mortgage and the Statutory lien for unpaid Common Charges and Special Assessments; (iii) no violation of any provision of the Condominium Documents then exists with respect to such Unit and (iv) at the time of conveyance, and in the event that the Unit is encumbered by a Permitted Mortgage, the Unit Owner shall deposit with the Condominium Board an amount equal to the product of the then currently monthly debt service on the Permitted Mortgage multiplied by 24. However, in no event shall Sponsor or its designee be permitted to convey any Unsold Unit to the Condominium Board and thereby exempt itself from Common Charges and any Special Assessments attributable to such Unit thereafter accruing.

(D) No Unit Owner shall be exempted from liability for the payment of Common Charges or Special Charges by waiving the use or enjoyment of any or all of the Common Elements or by abandoning his or her Unit (except with respect to a conveyance of the same to the Condominium Board, without compensation, pursuant to the terms of paragraph (C) hereof). No Unit Owner shall be entitled to a diminution or abatement in the Common Charges or Special Assessments payable thereby for any inconvenience or discomfort arising from: (i) the failure or interruption of any utility or other services; (ii) the making of repairs or improvements to the Common Elements or any Unit (including, without limitation, such Unit Owner's Unit) pursuant to the terms of Section 5.1, 5.2, or 5.3 hereof; or (iii) any action taken by the Condominium Board or the officers of the Condominium to comply with the Law.

Section 6.3 Statement of Common Charges. The Condominium Board shall promptly provide a written statement of all unpaid Common Charges due from any Unit Owner upon its receipt of a written request therefor from such Unit Owner. In addition, each Unit Owner shall be permitted to examine the books of account of the Condominium at reasonable times on weekdays.

Section 6.4 Default in Payment of Common Charges. (A) The Condominium Board shall take prompt action to collect any Common Charges due to the Condominium Board that remains unpaid for more than 30 days after the due date for the payment thereof. In connection therewith, the Condominium Board shall have the right and obligation to cause liens for all sums due and owing to the Condominium Board to be filed in the Register's Office pursuant to the terms of Section 339-z of the Condominium Act, to cause such liens to be foreclosed in the manner provided in Section 339-aa of the Condominium Act and/or to institute all other proceedings deemed necessary or desirable by the Condominium Board to recover all such unpaid Common Charges, together with all additional sums of money collectible by the Condominium Board by reason of such nonpayment pursuant to the terms of paragraph (B) hereof. A suit to recover a money judgment for unpaid Common Charges, however, shall be maintainable without foreclosing or waiving the lien securing such Common Charges.

(B) In the event that any Unit Owner shall fail to make prompt payment of Common Charges, such Unit Owner shall be obligated to pay all costs and expenses paid or incurred by the Condominium Board, the Managing Agent, (if any) in connection with collecting such unpaid Common Charges and/or in foreclosing the aforementioned lien, including, without limitation, reasonable attorney's fees and disbursements and court costs. In addition, if the Condominium Board shall bring an action to foreclose the aforementioned lien, the defaulting Unit Owner will be required to pay a reasonable rental for the use of his Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same.

(C) In any action brought by the Condominium Board to foreclose a lien on a unit because of unpaid Common Charges, the Condominium Board shall have, on behalf of all Unit Owners, the power to purchase such Unit at the foreclosure sale thereof and to acquire, hold, lease, mortgage, convey, or otherwise deal with such Unit (but not to vote the votes appurtenant to the same). In the event that the net proceeds received on such foreclosure (after deduction of all legal fees and disbursements, advertising costs, brokerage commissions, court costs and other costs and expenses paid or incurred in connection therewith) shall be insufficient to satisfy the defaulting Unit Owner's obligations to the Condominium, such Unit Owner shall remain liable for the deficit. Any surplus on such foreclosure sale shall be paid to the defaulting Unit Owner after first paying all liens on such Unit Owner's Unit in the order of priority of such liens.

ARTICLE 7

SELLING AND LEASING OF UNITS

Section 7.1 General. Subject to the terms of Section 7.5 hereof, no Unit Owner may sell or lease his Unit except in compliance with the applicable provisions of this Article 7. Any purported sale or lease consummated in default of the applicable terms hereof shall be voidable at the sole election of the Condominium Board, and, if the Condominium Board shall so elect, the selling or

leasing Unit Owner shall be deemed to have authorized and empowered the Condominium Board to institute legal proceedings to eject the purported purchaser (in the event of an unauthorized sale) or to evict the purported tenant (in the event of an unauthorized leasing) in the name of the said Unit Owner as the owner, or landlord, as the case may be. The said Unit Owner shall reimburse the Condominium Board for all costs and expenses paid or incurred in connection with such proceedings, including, without limitation, reasonable attorney's fees, disbursements and court costs.

Section 7.2 Right of First Refusal. (A) Subject to the terms of Sections 7.5 hereof, any contract to sell a Unit together with its Appurtenant Interests and any lease of a Unit (hereinafter collectively referred to as a "Sale or Lease Agreement") shall contain the following language: "THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE HEREBY MADE EXPRESSLY SUBJECT TO THE RIGHTS, IF ANY, OF THE BOARD OF MANAGERS OF THE CONDOMINIUM WITH RESPECT TO THE TRANSACTION EMBODIED HEREIN PURSUANT TO THE TERMS OF SECTION 7.2 AND 7.3 OF THE BY-LAWS OF THE SAID CONDOMINIUM, AS THE SAME MAY HAVE BEEN AMENDED." Promptly after any such contract of sale or lease shall be fully executed, the Unit Owner executing the same (hereinafter referred to as the "Offeree Unit Owner") shall send written notice thereof to the Condominium Board by certified or registered mail, return receipt requested, which notice shall be accompanied by a fully executed, original counterpart of the contract of sale or the lease, as the case may be, containing all of the terms in good faith by the prospective purchaser or tenant (hereinafter referred as the "Outside Offeror").

(B) The sending of the notice referred to in paragraph (A) of this Section 7.2 shall constitute an offer by the Offeree Unit Owner to sell his Unit, together with its Appurtenant Interests, or to lease his Unit, as the case may be, to the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, upon the same terms and conditions as are outlined in such Sale or Lease Agreement, subject, however, to any variance therefrom provided in Section 7.3 hereof. The giving of such notice shall further constitute a representation and warranty by the Offeree Unit Owner to the Condominium Board, on behalf of all Unit Owners, that such Offeree Unit Owner believes the Sale or Lease Agreement to be bona fide in all respects. Thereafter, upon the written demand of the Condominium Board, the Offeree Unit Owner shall submit to the Condominium Board, in writing, such further information with respect to the Outside Offeror and the Sale or Lease Agreement as the Condominium Board may reasonably request.

(C) The Condominium Board may elect, by sending written notice thereof to the Offeree Unit Owner by certified or registered mail not later than 20 business days after receipt of the notice referred to in paragraph (A) (provided that if further information had been requested pursuant to the terms of the paragraph (B) hereof, such 20 day period shall commence on the receipt of such information), to purchase such Unit together with its Appurtenant Interests or to lease such Unit, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise) on behalf of all Unit Owners upon the same terms and conditions as were contained in the Sale or Lease Agreement and stated in the response(s) by the Offeree Unit Owner to any requests for additional information pursuant to the terms of paragraph (B) hereof. Notwithstanding anything to the contrary contained herein, however, the Condominium Board shall not exercise any option set forth in this Section 7.2 to purchase or lease any Unit without the prior approval of a majority of Unit Owners.

Section 7.3 Acceptance of Offer. (A) In the event that the Condominium Board shall elect within the time and in the manner provided in Section 7.2 hereof, to purchase a Unit together with Appurtenant Interests, to lease such Unit, or to cause the same to be purchased or leased, a lease or contract shall be executed in either event in accordance with the terms of the Sale or Lease Agreeement, at the office of the attorneys for the Condominium within 45 days after the day upon which the Condominium Board shall give notice of its election to accept such offer.

(B) In the event that such Unit is to be leased by the Condominium Board or its designee on behalf of all Unit Owners, the Offeree Unit Owner shall execute and deliver to the Condominium Board or such designee a lease covering such Unit by and between the Offeree Unit Owner, as landlord, and the Condominium Board of such designee, as tenant. Such lease shall be in the then current form of apartment lease recommended by the Real Estate Board of New York, Inc., and shall contain all of the terms and conditions of the Lease Agreement not in conflict with such forms or lease, including without limitation, the rental and term provided for therein. Notwithstanding anything to the contrary set forth hereinabove or in the Lease Agreement, however, such lease shall expressly provide that the Condominium Board or such designee may enter into a sublease of the

premises thereunder without consent of the landlord.

Section 7.4 Failure to Accept Offer. (A) In the event that the Condominium Board shall fail to accept an offer made pursuant to the terms of Section 7.2 hereof within the time set forth in paragraph (C) thereof, the Offeree Unit Owner shall be free to consummate the transaction embodied in the Sale or Lease Agreement within 120 days after (i) notice of refusal is sent to the Offeree Unit Owner by the Condominium Board or (ii) the expiration of the period within which the Condominium Board or its designee might have accepted such offer, as the case may be. If the Offeree Unit Owner shall fail to consummate the transaction embodied in the Sale or Lease Agreement within such 120-day period, then, should the Offeree Unit Owner thereafter elect to sell such Unit together with its Appurtenant Interests or to lease such Unit, the Offeree Unit Owner shall be required again to comply with all of the terms and provisions of Sections 7.2, 7.3 and 7.4 hereof.

(B) Any deed of a Unit and its Appurtenant Interests to an Outside Offeror shall expressly provide that the acceptance thereof by the grantee shall constitute an assumption of all of the terms of the Condominium Documents, and, in the absence of such express language the same shall be conclusively deemed to have been included therein.

(C) Each lease of a Unit to an Outside Offeror shall be in the then current form of apartment lease recommended by the Real Estate Board of New York, Inc. subject to such modifications as may be approved in writing by the Condominium Board. Notwithstanding the foregoing, however, each such lease expressly provide that:

(i) such lease shall be for a term of not less than six months and shall not be for less than an entire Unit.

(ii) such lease may not be amended, modified, or extended without the prior written consent of the Condominium Board in each instance;

(iii) the tenant thereunder shall not assign his interest in such lease or sublet the premises demised thereunder or any part thereof without the prior written consent of the Condominium Board in each instance; and

(iv) the Condominium Board shall have the power to terminate such lease and/or bring summary proceedings to evict the tenant in the name of the landlord thereunder in the event of (a) a default by the tenant in the performance of its obligations under such lease or (b) a foreclosure of the lien granted by Section 339-z of the Condominium Act.

Section 7.5 Termination of, and Exceptions to, the Right of First Refusal. (A) a certificate executed and acknowledged by the Secretary of the Condominium or the Managing Agent, stating that the provisions of Section 7.2 hereof have been met by a Unit Owner or that the right of first refusal therein has been duly released or waived by the Condominium Board and that, as a result thereof, the rights of the Condominium Board thereunder have terminated, shall be conclusive upon the Condominium Board and all Unit Owners in favor of all persons who rely upon such certificate in good faith. After the due issuance of such a certificate, the Unit to which the same shall relate, together with its Appurtenant Interests may be sold, conveyed or leased free and clear of the terms

and conditions contained in Section 7.2 hereof. The Condominium Board shall furnish or cause the Managing Agent to furnish, without unreasonable charge, such certificate upon written request of any Unit Owner in respect to whom the provisions of Section 7.2 hereof have, in fact, been terminated. In no event, however, shall the Right of First Refusal described in Section 7.2 hereof be deemed released or waived by the Condominium Board (as opposed to satisfied pursuant to the express terms of Section 7.2. 7.3 and 7.4 hereof) in the absence of a certificate that has been duly executed, acknowledged and issued by the Condominium Board or the Managing Agent, (if any) as aforesaid.

(B) The terms and conditions contained in Sections 7.2, 7.3 and 7.4 hereof shall not apply with respect to any sale, lease, or conveyance of a Unit, together with its Appurtenant by:

(i) the owner of such Unit to any of his or her adult family members, to any combination of the same, or to a trust for the benefit of any of them or, with respect to a Unit Owner that is not an individual, to any entity or individual that owns more than 50 percent of the legal and beneficial interest of such Unit Owner or entity with respect to which such Unit Owner (individual or otherwise) owns more than 50 percent of the legal and beneficial interest thereof;

(ii) Sponsor or its designee, with respect to the unsold Units;

(iii) The Condominium Board;

(iv) Any proper officer conducting the sale of a Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of such foreclosure; or

(v) Any Permitted Mortgagee or his nominee, who has acquired title to any Unit at any foreclosure sale of his or her Permitted Mortgagee or by deed in lieu thereof delivered in a bona fide transaction; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit shall continue to be subject to, all of the terms and conditions of this Article 7.

Section 7.6 No Severance of Ownership. No Unit Owner shall execute any deed or other instrument conveying title to his or her Unit without including therein its Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any deed or other instrument purporting to affect one or more such interests shall be taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, conveyed, or otherwise disposed of, except as part of a sale, conveyance, or other disposition of the Unit to which such interests are appurtenant or as part of a sale, conveyance, or other disposition of such part of the Appurtenant Interests of all Units. Nothing contained in this Section 7.6 however, shall prohibit the lease of any Unit without the simultaneous lease of its Appurtenant Interests.

Section 7.7 Payment of Common Charges. No Unit Owner shall be permitted to convey or lease his Unit unless he shall have paid in full to the Condominium Board all unpaid Common Charges and Special Assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens, other than that of Permitted Mortgages, levied against such Unit provided that if a Unit

Owner shall convey his Unit without having paid in full all such payments, the purchaser of such Unit shall be responsible for all such payments.

Section 7.8 Power of Attorney. At the time of acquiring title to a Unit and as a condition thereof, the new Unit Owner shall duly execute, acknowledge and deliver to the representative of his or her title insurance company (or, if no such representative is present, to Sponsor or its designee, or, if Sponsor or its designee is not then the owner of any Unsold Unit, to the Condominium Board) for recording in the Register's Office, the Unit Owner's Power of Attorney required in Article 14 of the Declaration, in the form set forth as Exhibit D to the Declaration and the new Unit Owner shall bear the cost of recording the Unit Owner's Power of Attorney.

Section 7.9 Devises, Etc. Any Unit Owner shall be free to devise his Unit together with its Appurtenant Interests by will or to have the same pass by intestacy, without restriction, provided, however, that each succeeding Unit Owner shall be bound by, and his or her Unit shall be subject to, the provisions of this Article 7.

ARTICLE 8

MORTGAGING OF UNITS

SECTION 8.1 General. Each Unit Owner shall have the right to mortgage his Unit, subject only to the terms and conditions contained in Section 8.2 hereof. Any Unit Owner who mortgages his or her Unit, or the holder of such mortgage, shall supply the Condominium Board with the name and address of his or her mortgagee and shall file a conformed copy of the note and mortgage with the Condominium Board. Any Unit Owner who satisfies a mortgage covering his Unit shall so notify the Condominium Board and shall file a conformed copy of the satisfaction of mortgage with the Condominium Board. The Secretary of the Condominium shall maintain such information in a book entitled "Mortgages of Units."

Section 8.2 Restrictions on Mortgaging. (A) No Unit Owner shall be permitted to mortgage, pledge, or hypothecate his Unit unless and until he shall have paid in full to the Condominium Board all unpaid Common Charges and Special Assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens, except the liens of Permitted Mortgages levied against such Unit

(B) Any mortgage or other document mortgaging, pledging, or hypothecating title to a Unit shall include therein its Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any mortgage or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted,even though the latter shall not be expressly mentioned or descried therein.

(C) Any mortgage covering a Unit shall be substantially in the form of the New York statutory form of mortgage, except for such changes or additions thereto as may be reasonably required in order to permit a particular bank, trust company, insurance company, savings and loan association, or other institutional or noninstitutional lender to make the mortgage loan.

Section 8.3 Notice of Unpaid Common Charges and Default. Whenever requested in writing by a Permitted Mortgagee, the Condominium Board shall promptly report to such Permitted Mortgagee any default by his or her mortgagor(s) in the payment of Common Charges or Special Assessments or in the observance or performance of any of the provisions of the Condominium Documents as to which the Condominium Board has knowledge then exists. The Condominium Board shall, when giving notice to a Unit Owner of any such default, also send a copy of such notice to his Permitted Mortgagee, if so requested. However, the Condominium Board shall have no liability for any failure, through oversight or negligence, in notifying a Permitted Mortgagee of any default by his or her mortgagor under the Condominium Documents, provided that (i) the Condominium Board shall advise such Permitted Mortgagee of the default promptly after discovering such failure and (ii) if the Condominium Board shall foreclose a lien on such Mortgagor's Unit pursuant to the terms of Section 6.4 hereof by reason of such default, the Condominium Board shall pay to such Permitted Mortgagee any net proceeds of any foreclosure sale of such Unit(after retaining all sums due and owing to the Condominium Board pursuant to the Condominium Documents) or such lesser sum as shall be due and owing to such permitted Mortgagee.

Section 8.4 Performance by Permitted Mortgagees. Any sum of money to be paid or any act to be performed by a Unit Owner pursuant to the terms of the Condominium Documents may be paid or performed by his Permitted Mortgagee, and the Condominium Board shall accept such Permitted Mortgagee's payment or performance with the same force and effect as if the same were paid or performed by such Unit Owner.

ARTICLE 9

ARBITRATION

Section 9.1 Procedure. Any dispute between the Unit Owners, members of the Condominium Board, or Officers of the Condominium shall be submitted to binding arbitration in accordance with the rules of the American Arbitration Association then obtaining. Such an arbitration shall be held within the City of New York.

Section 9.2 Binding Effect. The decision in any arbitration conducted pursuant to the terms of Section 9.1 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction.

ARTICLE 10

NOTICES

Section 10.1 General. All notices required or desired to be given hereunder shall be sent by registered or certified mail, return receipt requested, postage prepaid addressed:

(i) if to the Condominium Board, to all members thereof at their home address.

(ii) if to a Unit Owner other than Sponsor or its designee, to such Unit Owner at his or her address at the
Property;

(iii) if to Sponsor or its designee, to Sponsor at 2390 McDonald Avenue, Brooklyn, New York 11235.

(iv) if to a Permitted Mortgagee at its latest address designated in writing to the Condominium Board. Notice shall be deemed to have been given 3 days after mailing.

Any of the foregoing parties may change the address to which notices are to be sent, or may designate additional addresses for the giving of notice, by sending written notice to the other parties as aforesaid. All notices sent pursuant to the terms of this Section 10.1 shall be deemed mailed when depositing in a United States Postal Service depository located in the State of New York enclosed in a sealed, postage prepaid wrapper, provided, however, that notices of change of address, notices designating additional addresses and notices deposited in a United States Postal Service depository located outside of the State of New York shall be deemed to have been given when received.

Section 10.2 Waiver of Service. Whenever any notice is required to be given by Law or pursuant to the terms of the Condominium Documents, a waiver thereof in writing, signed by the Person or Persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE 11

AMENDMENTS TO BY-LAWS

Section 11.1 General. (A) Subject to the terms of paragraph (B) hereof and subject, further, to any provisions contained in the Declaration or these By-Laws with respect to any amendments (hereinafter referred to as "Special Amendments") affecting or in favor of Sponsor or its designee, any Unsold Unit(s),and/or any permitted Mortgagee, any provision of these By-Laws may be amended, modified, added to, or deleted by the affirmative vote of not less than 80% in number and the aggregate Common Interests of all Unit Owners either taken at a duly constituted meeting thereof or given in writing without a meeting as provided in Section 4.9 hereof. Each duly adopted amendment, modification, addition, or deletion hereof or hereto shall be effectuated in an instrument executed and recorded in the Register's Office by or on behalf of the Condominium Board as

attorney-in-fact of all Unit Owners, which power-of-attorney shall be deemed irrevocable and coupled with an interest. Attached to each such instrument shall be an original, executed Secretary's Certification, certifying that the requisite number and percentage of Unit Owners approved the amendment, modification, addition, or deletion set forth therein either at a duly constituted meeting of Unit Owners or in writing without a meeting pursuant to the terms of Section 4.9 hereof, in which Secretary's Certification there shall be described the number and percentage of Unit Owners approving the same and, if voted at a meeting, the date, time and place of such meeting. No such amendment, modification, addition, or deletion shall be effective unless and until such an instrument shall be duly recorded in the Register's Office.

(B) Notwithstanding anything to the contrary contained in paragraph (A) hereof, but still subject to any provision contained in the Declaration of these By-Laws with respect to Special Amendment:

(i) the Common Interest appurtenant to any Unit, as set forth in the Declaration, shall not be altered without the consent of the Unit Owner thereof; and

(ii) no amendment, modification, addition, or deletion agreed to pursuant to the terms of paragraph (A) hereof shall be effective without the prior written consent of the Mortgage Representatives, if any, provided, however, that no such consent shall be unreasonably withheld or delayed;

Section 11.2 Special Amendments. (A) Any amendments, modification, addition, or deletion of or to any of the provisions of these By-Laws that, pursuant to the terms of the Declaration or these By-Laws, may be effected by Sponsor or its designee without the consent of the Condominium Board or the Unit Owners shall be embodied in an instrument executed and recorded in the Register's Office by Sponsor or such designee as attorney-in-fact of both the Condominium Board and all Unit Owners, which power-of-attorney shall be deemed to be irrevocable and coupled with an interest. Attached to each such instrument shall be an original, executed Certification by Sponsor of such designee, certifying that the amendment, modification, addition, or deletion set forth therein was effectuated by Sponsor or such designee pursuant to the terms of the Declaration and/or these By-Laws,in which Certification there shall be set forth the Article and/or Section of the Declaration or these By-Laws pursuant to which the same was effectuated. No such amendment, modification, addition, or deletion shall be effective unless and until such an instrument shall be duly recorded in the Register's Office.

(B) Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition, or deletion of or to these By-Laws shall be effective in any respect against Sponsor or its designee, any Unsold Unit, or the holder of any present or future mortgage, pledge, lien, or security agreement covering any Unsold Unit unless and until Sponsor, such designee,and/or such holder (as the case may be) shall consent to the same in writing.

(C) Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition or deletion of or to Section 5.4 or 5.5, paragraph (B) of Section 6.2, or subparagraph (iv) or (v) of paragraph (B) of Section 7.5, hereof shall be effective with respect to the holder of any Permitted Mortgage theretofore made unless and until such Permitted Mortgagee shall have given its written consent thereto.

ARTICLE 12

FURTHER ASSURANCES

Section 12.1 General. Any Person that is subject to the terms of these By-Laws, whether such Person is a Unit Owner, lessee or sublessee of a Unit Owner, an occupant of a Unit, a member of the Condominium Board, an officer of the Condominium, or otherwise, shall, at the expense of any other Person requesting the same, execute, acknowledge and deliver to such other Person such instruments, in addition to those specifically provided for herein, and take such other action as such other Person may reasonably request in order either to effectuate the provisions of these By-Laws or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

Section 12.2 Failure to Deliver or Act. (A) Subject to the provisions of (B) below, if any Unit Owner or other Person that is subject to the terms of these By-Laws fails to execute, acknowledge and deliver or to take action required to be taken pursuant to these By-Laws, then the Condominium Board is hereby authorized, as attorney-in-fact for such Unit Owner or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner or other Person, and such document or action shall be binding on such Unit Owner or other Person.

(B) If the Condominium Board, any Unit Owner, or other Person that is subject to the terms of these By-Laws fails to execute, acknowledge, or deliver any instrument, or fails or refuses, within ten days after request therefor, to take any action that the Condominium Board, such Unit Owner, or Person is required to execute, acknowledge and deliver or to take pursuant to these By-Laws at the request of Sponsor, then Sponsor is hereby authorized, as attorney-in-fact for the Condominium Board, such Unit Owner, or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Condominium Board, such Unit Owner, or other Person, and such document or action shall be binding on the Condominium Board, such Unit Owner, or other Person.

ARTICLE 13

MISCELLANEOUS

Section 13.1 Inspection of Documents. Copies of the Declaration, these By-Laws, and Rules and Regulations and the Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the condominium Board and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

Section 13.2 Waiver. No provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches that may occur.

Section 13.3 Conflicts. In the event that any provision of these By-Laws or of the Rules and Regulations shall be construed to be inconsistent with any provision of the Declaration of the Condominium Act, the provision contained in the Declaration or in the Condominium Act shall control.

Section 13.4 Severability. If any provision of these By-Laws is invalid or unenforceable as against any Person or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of these By-Laws shall, except as otherwise provided herein, be valid and enforceable to the fullest extent provided by Law.

Section 13.5 Successors and Assigns. The rights and/or obligations of Sponsor as set forth herein shall inure to the benefit of, and shall be binding upon, any successor or assignees of Sponsor or, with the consent of Sponsor, any transferee of all the then Unsold Units.

Section 13.6 Gender. A reference in these By-Laws to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice-versa, unless the context otherwise requires.

Section 13.7 Captions. The index hereof and the captions herein inserted are included only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws or the intent of any provision hereof.

Addendum to the By-Laws of
355 KINGS HIGHWAY CONDOMINIUM

The Premises Known As
355 KINGS HIGHWAY
BROOKLYN, NEW YORK

RULES AND REGULATIONS

1. The sidewalks, entrances, passages, public halls, vestibules, corridors and stairways of our appurtenant to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units. No vehicle belonging to a Unit Owner, to a Family Member of a Unit Owner, or to a guest, tenant, subtenant, licensee, invitee, employee or agent of a Unit Owner shall be parked in such a manner as to impeded or prevent ready access to any entrance to, or exit from, the Building.

2. No refuse from the Units shall be deposited or kept in the cellars of the Building, except at such times and in such manner as the Condominium Board of or the Managing Agent may direct. Nothing shall be hung or shaken from any doors, windows or open balconies, or placed upon the window sills, of the Building and no Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom.

3. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of Insurance of the Building, or the contents thereof, without the prior written consent of the Condominium Board. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any Law. No Unit Owner or any of his or her family Members, agents, servants, employees, licensees, or visitors shall, at anytime, bring into or keep in his or her Unit or Limited Common Elements any flammable, combustible, or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of such Unit or Limited Common Elements.

4. No Unit Owner shall make, cause or permit any unusual disturbing, or objectionable noises or odors to be produced upon or to emanate from his or her Unit that will interfere with the rights of the other Unit Owners. No Unit Owner shall play upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, television set, or other loudspeaker in such Unit Owner's Unit between midnight and the following 8:00 A.M., if the same shall disturb or annoy occupants of other Units, and in no event shall any Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No construction repair work, or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M. unless such construction of repair work is necessitated by an emergency.

5. Unless otherwise authorized by the Condominium Board in each instance, not less than 80 percent of the floor area of each Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting, or equally effective noise-reducing material.

6. All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

7. Water closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, and no sweeping, rubbish, rags or any other article shall be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the owner of such Unit.

8. Each Unit Owner shall keep his or her Unit and its appurtenant balcony (if any) in a good state of preservation, condition, repair, and cleanliness in accordance with the terms of the By-Laws.

9. The agents of the Condominium Board or the Managing Agent, and any contractor or workman authorized by the Condominium Board or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least one day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

ESCROW AGREEMENT

AGREEMENT made this 25th day of August 2004, between 355 Realty Associates LLC("SPONSOR") as Sponsor of the offering plan for 355 KINGS HIGHWAY CONDOMINIUM and VICTOR GARTENSTEIN, P.C., 3711 SHORE PARKWAY, BROOKLYN, NEW YORK, ("ESCROW AGENT") AS ESCROW AGENT.

WHEREAS 355 Realty Associates LLC is the SPONSOR of an offering plan to develop to a condominium, the premises located at 355 Kings Highway, Brooklyn , New York which premises are known as 355 KINGS HIGHWAY CONDOMINIUM located at 355 Kings Highway, Brooklyn, New York.

WHEREAS, VICTOR GARTENSTEIN, P.C. is authorized to act as an escrow agent hereunder in accordance with General Business Law ("GBL") Section 352-e(2-b) and the New York State Attorney General's ("Attorney General") regulations promulgated thereunder; and

WHEREAS, SPONSOR desires that ESCROW AGENT act as escrow agent for deposits and payments by purchasers and subscribers, pursuant to the terms of this agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the parties hereby agree as follows:

1. **ESTABLISHMENT OF THE ESCROW ACCOUNT**

1.1 SPONSOR and ESCROW AGENT hereby establish an escrow account with ESCROW AGENT for the purpose of holding deposits or payments made by purchasers or subscribers. The escrow account has been opened with Bank of Smithtown (depository bank) at its branch located at One East Main Street, Smithtown, New York. The account number is [redacted].

1.2 The name of the account is " VICTOR GARTENSTEIN, P.C. IOLA ACCOUNT FOR THE BENEFIT OF 355 KINGS HIGHWAY CONDOMINIUM ".

1.3 a member or members of the ESCROW AGENT are the sole signatories on the account.

1.4 The escrow account shall be an interest-bearing account as disclosed in the offering plan or an amendment thereto.

1.5 The escrow account is/ is not (cross out inapplicable provision) an Interest-on-Lawyer-Account ("IOLA") account established pursuant to Judiciary Law Section 497.

2. **DEPOSITS INTO THE ESCROW ACCOUNT**

2.1 All funds received from prospective purchasers or subscribers prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be deposited in the escrow account. All instruments to be deposited into the escrow shall be made payable to, or endorsed by the purchaser or subscriber to the order of Victor Gartenstein, P.C. as escrow agent for 355 KINGS HIGHWAY CONDOMINIUM offering plan. Any instrument payable or endorsed other than as required hereby, and which cannot be deposited into such escrow account, shall be returned to the prospective purchaser or subscriber promptly, but in no event more than five (5) business days following receipt of such instrument by ESCROW AGENT. In the event of such return of funds, the instrument shall be deemed not to have been delivered to ESCROW AGENT pursuant to the terms of this Agreement.

2.2 SPONSOR shall deliver to the escrow agent all deposits submitted pursuant to a subscription or purchase agreement, within three (3) business days after tender of the deposit by a prospective purchaser to the SPONSOR or any agent engaged by the SPONSOR, along with the form of tender of deposit attached hereto as Exhibit a to this Escrow Agreement, executed by the SPONSOR.

2.3 Within ten (10) business days after tender of the deposit submitted with the subscription or purchase agreement, the ESCROW AGENT shall notify the purchaser of the deposit of such funds in the bank indicated in the offering plan or amendment thereto, provide the account number, and disclose the initial interest rate, if applicable. If the purchaser does not receive notification of such deposit within fifteen (15) business days after the tender of the deposit, the purchaser may cancel the subscription or purchase agreement and rescind within ninety (90) days after tender of the deposit, or may apply to the Attorney General for relief. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the escrowed funds were timely deposited in accordance with the escrow regulations promulgated by the Attorney General and requisite notice was timely mailed to the subscriber or purchaser.

3. **RELEASE OF FUNDS**

3.1 ESCROW AGENT shall not release the escrowed funds deposited by a defaulting purchaser until after consummation of the plan as defined in the Attorney General's regulations. Consummation of the plan shall not relieve SPONSOR of its fiduciary obligations pursuant to GBL Section 352-h.

3.2 ESCROW AGENT shall continue to hold the funds in escrow until otherwise directed in (a) a writing signed by both SPONSOR and purchaser or (b) a determination of the Attorney General or (c)a judgment or order of a court of competent jurisdiction or (d) until released pursuant to the regulations of the Attorney General pertaining to release of escrowed funds.

3.3 SPONSOR shall not object to the release of the escrowed funds to (a) a purchaser who timely rescinds in accordance with an offer of rescission contained in the plan or an amendment to the plan or (b) all purchasers after an amendment abandoning the plan is accepted for filing by the Department of Law.

3.4 If there is no written agreement between the parties to release the escrowed funds,

ESCROW AGENT shall not pay the funds to SPONSOR until ESCROW AGENT has given the purchaser written notice of not fewer than ten (10) business days. Thereafter, the funds may be paid to SPONSOR unless the purchaser has made an application to the Department of Law pursuant to the dispute resolution provisions contained in the Attorney General's regulations and has so notified ESCROW AGENT in accordance with such provisions.

3.5 ESCROW AGENT shall disburse the purchaser's deposit(s) escrowed under this Escrow Agreement within twenty (20) business days after the escrowed funds are permitted to be released in accordance with this Agreement.

4. **RECORD KEEPING**

4.1 ESCROW AGENT shall maintain all records concerning the escrow account for seven (7) years after release of the funds.

4.2 Upon the dissolution of a law firm which was the ESCROW AGENT, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the Department of Law of such transfer.

4.3 ESCROW AGENT make available to the Attorney General, upon his request, all books and records of ESCROW AGENT relating to the funds deposited and disbursed hereunder.

5. **GENERAL OBLIGATIONS OF ESCROW AGENT**

5.1 ESCROW AGENT shall maintain the accounts called for in this Agreement under the direct supervision and control of ESCROW AGENT.

5.2 a fiduciary relationship shall exist between ESCROW AGENT and purchasers, and ESCROW AGENT acknowledges its fiduciary obligations.

5.3 No disbursement need or will be made by ESCROW AGENT until the deposit has actually and finally cleared ESCROW Agents account.

5.4 ESCROW AGENT shall only be responsible for monies actually received and cleared, and monies earned thereon, if any.

5.5 ESCROW AGENT may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statements or assertions contained in such writing or instrument; and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so.

5.6 ESCROW AGENT undertakes to perform only such duties as are expressly set forth in this Agreement and the Escrow Regulations promulgated by the New York State Attorney General's Office and no implied duties or obligations shall be read into this Agreement against ESCROW AGENT.

6. **RESPONSIBILITIES OF SPONSOR**

6.1 SPONSOR agrees that SPONSOR and its agents, including any selling agents, shall within three (3) business days of receipt of all deposits and payments deliver to ESCROW AGENT all such deposits and payments received by them prior to closing of an individual transaction.

6.2 SPONSOR agrees that it shall not interfere with ESCROW Agent's performance of its fiduciary duties and compliance with the Attorney General's regulations.

7. **INDEMNIFICATION**

7.1 ESCROW AGENT shall not be liable for SPONSOR's failure to tender the purchasers' funds to ESCROW AGENT within three (3) business days, for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct or gross negligence, and SPONSOR agrees to indemnify and hold ESCROW AGENT harmless from any claims, demands, causes of action, liability, damages, judgments, including the cost of defending any action against it together with any reasonable attorneys' fees incurred therewith and/or reasonable value of services rendered by ESCROW AGENT's litigation attorneys representing ESCROW AGENT pro se, in connection with ESCROW AGENT's undertaking pursuant to the terms and conditions of

this Escrow Agreement, unless such act or omission is a result of the willful misconduct or gross negligence of ESCROW AGENT.

7.2 ESCROW AGENT shall not be liable in any manner for the sufficiency or correctness as to form, manner or execution, or validity of any written instructions delivered to it, nor as to the identity, authority, or rights of any person executing the same.

7.3 The duties of ESCROW AGENT shall be limited to the safekeeping of the deposits and for disbursements of same in accordance with the written instructions described in this Agreement.

8. **TERMINATION OF AGREEMENT**

8.1 This Agreement shall remain in effect unless and until it is canceled, by either:

(a) Written notice given by SPONSOR to ESCROW AGENT of cancellation of designation of ESCROW AGENT to act in said capacity, which cancellation shall take effect only upon the filing of an amendment with the Department of Law providing for a successor ESCROW AGENT; or

(b) The resignation of ESCROW AGENT upon giving notice to SPONSOR of its desire to so resign, which resignation shall take effect only upon the filing of an amendment with the Department of Law providing for a successor ESCROW AGENT; or

4

(c)All shares or units offered pursuant to the plan have been sold and all sales transactions have been consummated.

(d) ESCROW AGENT shall have no responsibility to verify qualifications of any successor escrow agent.

8.2 Upon termination of the duties of ESCROW AGENT as described in Paragraph 8.1 above, ESCROW AGENT shall deliver any and all funds held by it in escrow and any and all contracts or documents maintained by ESCROW AGENT to the new escrow agent designated in the duly filed amendment related thereto.

8.3 Upon delivery of all funds held by the ESCROW AGENT to the new escrow agent pursuant to 8.2 supra, this Agreement shall be terminated and the ESCROW AGENT shall be released from all liability hereunder.

8.4 Upon ESCROW AGENT disbursing the deposit of an individual purchaser in accordance with the provisions of this Agreement, the escrow obligation's shall terminate as regards said purchaser's deposit, and ESCROW AGENT shall thereafter be released of all liability in connection with said purchaser.

9. **MISCELLANEOUS**

9.1 In the event of a good faith disagreement about the interpretation of this Agreement, or about the rights and obligations, or the propriety, of any action contemplated by ESCROW AGENT hereunder, ESCROW AGENT may, at its sole discretion, retain purchasers' deposits and payments in escrow and apply to the Attorney General for a determination on the disposition of the down payment or file an action and deposit any applicable funds in court to resolve said disagreement. ESCROW AGENT shall be indemnified by SPONSOR for all costs, including reasonable attorneys' fees or reasonable value of services rendered by ESCROW Agent's litigation attorneys representing ESCROW AGENT pro se, in connection with the aforesaid action. No such action shall be filed where the ESCROW AGENT's required course of action is clearly dictated within this Agreement.

10. **SUCCESSORS AND ASSIGNS**

10.1 This Agreement shall be binding upon SPONSOR and ESCROW AGENT and their successors and assigns.

11. **GOVERNING LAW**

11.1 This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

12. **ESCROW AGENT'S COMPENSATION**

12.1 SPONSOR agrees that ESCROW Agent's compensation, if any, shall not be paid from escrowed principal nor from any interest accruing thereon and that compensation to ESCROW AGENT, if any, shall not be deducted from escrowed funds by any financial institution under any circumstances.

13. **SEVERABILITY**

13.1 If any provision of this Agreement or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remaining provisions of this Agreement or the application of such provision to other persons or to other circumstances shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

14. **ENTIRE AGREEMENT**

14.1 This Agreement, read together with GBL Section 352-e(2-b) and the Attorney General's regulations, constitutes the entire agreement between the parties with respect to the subject matter hereof.

15. **NOTICES**

15.1 Any notice required to be given or given hereunder shall be given by depositing such notice in a post-paid wrapper, in an official depository under the exclusive care and custody of the United States Postal Service within New York State, or by Express Mail, Federal Express or similar overnight courier, facsimile transmission, messenger service (with proper receipt therefor), addressed to the party at the address hereinabove set forth with a copy of any such notice by regular mail to the attorney for such party as follows:

IF TO ESCROW AGENT:

Victor Gartenstein, P.C.
3711 Shore Parkway
Brooklyn, New York 11235

IF TO SPONSOR:

355 Realty Associates LLC
2390 McDonald Avenue
Brooklyn, New York 11223

Any notice may be given by the attorney for a party and shall have the same force as if given by the party. Either party may, by notice, change the address at which notices are to be given hereunder.

16. **CAPTIONS AND HEADINGS**

16.1 The captions and headings used in this Agreement are intended for convenience and reference only and shall not imply or convey any additional meanings to the contents of the

respective provisions.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

ESCROW AGENT
VICTOR GARTENSTEIN, P.C.

By: _____

SPONSOR:
355 REALTY ASSOCIATES LLC

By: _____

Michael MARINO Jr.
Print Name & Title
MANAGING MEMBER

APPLICATION TO THE ATTORNEY GENERAL
FOR A DETERMINATION ON THE
DISPOSITION OF DOWNPAYMENTS

:his application to the reviewing attorney assigned to the
t plan.]

Re: _____
Address of Building or
Name of Project

File Number: _____

Application is made to the Attorney General to consider
:termine the disposition of down payments held pursuant to GBL
›ns 352-e(2-b) and 352-h. The following information is
:ted in support of this application:

Name _____
›f Applicant

Address _____
›f Applicant

Name, Address, and Telephone Number
›f Applicant's Attorney (if any) _____

_____

_____

This is an application for

[ ] return of downpayment.
[ ] forfeiture of downpayment.
[ ] other: _____

_____

The project is [ ] a conversion of occupied premises.
[ ] newly constructed or rehabilitated.
[ ] vacant (as is).

6. The project is structured as
   [ ] a cooperative.
   [ ] a condominium.
   [ ] a homeowners association.
   [ ] a timeshare.

   [ ] other: _____

7. Name and Address of Sponsor: _____

   _____

8. Name and Address of Escrow Agent: _____

   _____

9. If downpayments are maintained in an escrow account:

   (a) Name of account _____

   (b) Name and address of bank _____

   (c) Account number (if known) _____

   (d) Initial interest rate (if known) _____

10. If downpayments have been secured by bonds:

   (a) Name and address of bond issuer or surety: _____

   _____

   (b) Copy of bond included in this application. (DO NOT SEND ORIGINAL BOND.) If not included, explain:

   _____

   _____

   _____

   _____

11. If downpayments have been secured by a letter of credit:

(a) Name and address of bank which issued the letter of credit: _____

_____

_____

(b) Date of expiration of the letter of credit, if known:

_____

12. Plan information:

(a) Date of filing of plan: _____

(b) Plan

[ ] has been declared effective. Approximate date: _____

[ ] has not been declared effective.

(c) If effective, the plan

[ ] has closed or the first unit has closed. Approximate date: _____

[ ] has not closed.

[ ] don't know.

(d) Downpayments are secured by

[ ] escrow account.

[ ] bonds.

[ ] letter of credit.

13. Contract information:

(a) Copy of contract and of all riders or modification letters are attached. (DO NOT SEND ORIGINALS.)

(b) Date on which subscription or purchase agreement was signed: _____

(c) Date(s) of downpayment(s): _____

(d) Total amount of downpayment(s): _____

(e) Names and addresses of subscribers or purchasers affected by this application:

_____

_____

_____

_____

_____

14. State the basis for your claim. Please be as specific as possible. You may add additional sheets. Attach copies of any relevant documents.

_____

_____

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_____

_____

15. I am contemporaneously sending a copy of this application to the following persons: _____

_____

_____

_____

Note: You are required to mail a copy of this Application to all other affected parties.

In filing this application, I understand that the Attorney General is not my private attorney, but represents the public in enforcing laws designed to protect the public from unlawful business practices. I also understand that if I have any questions concerning my legal rights or responsibilities I may contact a private attorney. The above application is true and accurate to the best of my knowledge. False statements made herein are punishable as a Class A Misdemeanor under Section 175.30 and/or Section 210.45 of the Penal Law.

Signature: _____ Date: _____

Name (Printed): _____

Telephone: (Home) _____ (Business) _____

Mailing Address: _____

_____

355 Realty Associates LLC
2390 McDonald Avenue
Brooklyn, New York 11223

January 24, 2004

New York State Department of Law
Real Estate Financing Bureau
120 Broadway, 23rd Floor
New York, New York 10271

Re: 355 Kings Highway Condominium
355 Kings Highway
Brooklyn, New York

We are the sponsor and the principals of sponsor of the condominium offering plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23A of the General Business Law, the regulations promulgated by the Attorney General in Part 20 and such other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that documents submitted hereafter by us which amend or supplement the offering plan will:

(i) set forth detailed terms of the transactions and be complete current and accurate;

(ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iii) not omit any material fact;

(iv) not contain any true statement of a material fact;

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) not contain any representation or statement which is false, where I: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth, or (d) did not have knowledge concerning the representation or statement made.

Sworn to before me this
29 day of August, 2006

Harold S. Sussman
Notary Public, State of N.Y.
No. 24-4822769
Qualified In Kings County
Comm. Expires Aug. 31, 2006

AHRON HERSH AS TRUSTEE OF THE TOBY HERSH 2000 IRREVOCABLE TRUST

By: _____

Sworn to before me this
29 day of August, 2006

Harold S. Sussman
Notary Public, State of N.Y.
No. 24-4822769
Qualified In Kings County
Comm. Expires Aug. 31, 2006

TOBY HERSH AS TRUSTEE OF THE AHRON HERSH 2000 IRREVOCABLE TRUST

By: _____

355 Realty Associates LLC
2390 McDonald Avenue
Brooklyn, New York 11223

January 4, 2004

New York State Department of Law
Real Estate Financing Bureau
120 Broadway, 23rd Floor
New York, New York 10271

Re: 355 Kings Highway Condominium
355 Kings Highway
Brooklyn, New York

I am the sponsor and the principal of sponsor of the condominium offering plan for the captioned property.

I understand that the Sponsor has primary responsibility for compliance with the provisions of Article 23A of the General Business Law, the regulations promulgated by the Attorney General in Part 20 and such other laws and regulations as may be applicable.

I have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that documents submitted hereafter by us which amend or supplement the offering plan will:

(ii) set forth detailed terms of the transactions and be complete current and accurate;

(iii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iv) not omit any material fact;

(v) not contain any true statement of a material fact;

(vi) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(vii) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(viii) not contain any representation or statement which is false, where I: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth, or (d) did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. I understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

355 Realty Associates LLC

By: _____
Michael J. Marino, Member

Sworn to before me this
31st day of August, 2004

_____

CINDI ALBINDER
Notary Public, State of New York
No. 01AL6079958
Qualified in New York County
Commission Expires: September 3, 2006

_____
Michael J. Marino

Sworn to before me this
31st day of August, 2004

_____

_____
Anthony Piscione

Sworn to before me this
_____ day of _____, 2004

_____

_____
Ahron Hersh

Sworn to before me this
_____ day of _____, 2004

_____

_____
Toby Hersh

Sworn to before me this
_____ day of _____, 2004

_____

Sears Tambasco

A R C H I T E C T S

356 Fulton Street . Brooklyn, New York 11201

tel : 718 . 875 . 4300 fax : 718 .875 . 2199

E-mail : searstambasco @ verizon.net

CERTIFICATION OF SPONSOR'S ENGINEER OR ARCHITECT PURSUANT TO PART 20.4 OF THE REGULATIONS ISSUED PURSUANT TO GENERAL BUSINESS LAW ARTICLE 23-A, AS AMENDED

Department of Law of the
State of New York
120 Broadway, 23rd floor
New York, N.Y. 10271
Attention: Real Estate Financing Bureau

RE: 355 Kings Highway
Brooklyn, N.Y.

The Sponsor of the Offering Plan to convert the captioned property to condominium ownership has retained our firm to prepare a report (hereinafter "the report") describing the construction of the property. We prepared building plans dated 09/25/2003. In addition to preparing the building plans and specifications, we also prepared the report dated 07/09/04, a copy of which is intended to be incorporated into the Offering Plan so that the prospective purchasers may rely thereupon. I am a licensed Architect registered in New York State.

I understand that I am responsible for complying with Article 23-A of the General Business Law, and the regulations promulgated by the Department of Law in Part 20, insofar as they are applicable to this "report".

I have read the entire report and investigated the facts set forth therein and the facts underlying it with due diligence in order to form a basis for this certification. This certification is made for the benefit of all persons to whom this offer is made. I certify that the report does:

(A) set forth in narrative form the physical condition of the entire property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications which I have examined.

(B) In my professional opinion afford potential investors, purchasers, and participants an adequate basis upon which to found their judgement concerning the physical condition of the property as it will exist upon completion of construction provided that construction is in accordance with the plans and specifications that I examined.

(C) not omit any material fact

(D) not contain any untrue statement of material fact;

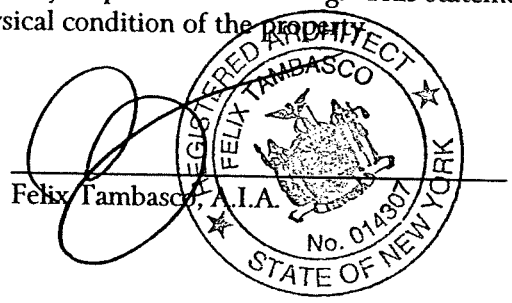
(E) not contain any fraud, deception, concealment or suppression;

(F) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances

(G) does not contain any representation or statement which is false, where I:

(A) knew the truth;
(B) with reasonable effort could have known the truth;
(C) made no reasonable effort to ascertain the truth; or
(D) did not have knowledge concerning the representation or statements made.

I further certify that I am not owned or controlled by, and have no beneficial interest in, the sponsors, and that my compensation for preparing this report is not contingent on the conversion of the property to a condominium, or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.



Felix Tambasco, A.I.A.

Sworn to before me this
9th Day of July 2000.

PATRICIA ELNORA SEARS
Notary Public, State of New York
No. 01SE6029441
Qualified in Kings County
Commission Expires August 16, 2005

Notary Public

355 Realty Associates LLC
2390 McDonald Avenue
Brooklyn, New York 11223

January 4, 2004

New York State Department of Law
Real Estate Financing Bureau
120 Broadway, 23rd Floor
New York, New York 10271

Re: 355 Kings Highway Condominium
355 Kings Highway
Brooklyn, New York

I am the sponsor and the principal of sponsor of the condominium offering plan for the captioned property.

I understand that the Sponsor has primary responsibility for compliance with the provisions of Article 23A of the General Business Law, the regulations promulgated by the Attorney General in Part 20 and such other laws and regulations as may be applicable.

I have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that documents submitted hereafter by us which amend or supplement the offering plan will:

(ii) set forth detailed terms of the transactions and be complete current and accurate;

(iii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;

(iv) not omit any material fact;

(v) not contain any true statement of a material fact;

(vi) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(vii) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(viii) not contain any representation or statement which is false, where I: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth, or (d) did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. I understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

355 Realty Associates LLC

By:_____
Michael J. Marino, Member

Sworn to before me this
_____ day of_____, 2004

_____

_____
Michael J. Marino

Sworn to before me this
_____ day of_____, 2004

_____

_____
Anthony Piscione

Sworn to before me this
_____ day of_____, 2004

_____

_____
Ahron Hersh

Sworn to before me this
_____ day of_____, 2004

_____

_____
Toby Hersh

Sworn to before me this
_____ day of_____, 2004

_____

Belle Harbor Realty
432 Beach 129th Street
Belle Harbor, New York 11694

355 Realty Associates LLC
2390 McDonald Avene
Brooklyn, New York 11223

August 31, 2004

Re: 355 Kings Highway Condominium
355 Kings Highway
Brooklyn, New York

Gentlemen:

The sponsor of the condominium offering plan for the captioned property retained me/our firm to review or prepare Schedules(s) B and B-1, containing projections of income and expenses for the first year of condominium operation. My experience in this field includes the development and sale of six (6) multiple unit projects such as this one, extending over the past ten years.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to Schedule(s) B, and B-1.

I have reviewed the Schedule(s) and investigated the facts set forth in the Schedule(s) and the facts underlying it with due diligence in order to form a basis for this certification. I also have relied on my experience in managing residential buildings.

I certify that the projections in Schedule B, and B-1 appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium buildings.

I certify that the Schedule(s):

i) set forth in detail the projected income and expenses for the first year of condominium operation.

ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

iii) does not omit any material fact;

iv) does not contain any untrue statement of material fact;

v) does not contain any fraud, deception, concealment or suppression;

vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

vii) does not contain any misrepresentations or statement which is false, where I:

a) knew the truth;

b) with reasonable effort could have known the truth;

c) made no reasonable effort to ascertain the truth;

d) did not have knowledge concerning the representations or statement made.

I further certify that we are not owned or controlled by the sponsor . I understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of condominium operation. This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

I understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Very truly yours,

Annette Farina

Annette Farina

Sworn to before me on
this 31st day of August 2004

CINDI ALBINDER
Notary Public, State of New York
No. 01AL6079958
Qualified in New York County
Commission Expires: September 3, 2006

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