CONDOMINIUM OFFERING PLAN
for

The Dwyer Condominium

THIS PLAN HAS BEEN AMENDED
SEE INSIDE FRONT COVER

located at
258 St. Nicholas Avenue
New York, NY 10027

52 Residential Units (including Superintendent's Unit).....$39,258,660.00

The Condominium will also include a Commercial Unit and a Community Facility Unit which are not being offered for sale to the public.

SPONSOR:
258 Saint Nicholas Avenue LLC
303 South Broadway, Suite 102
Tarrytown, New York, 10591
Tel: 914-631-4244

SELLING AGENT:
Society Estates Inc.
2292 6th Avenue,
New York, NY 10027
Tel: 212-531-2301

Date of Acceptance for Filing: December 5, 2005

This Offering Plan may not be used after December 4, 2006 unless extended by amendment

THIS PLAN CONTAINS SPECIAL RISKS TO PURCHASERS. SEE PAGE 1.

THIS OFFERING PLAN IS THE SPONSOR'S ENTIRE OFFER TO SELL THE 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.

BECAUSE SPONSOR IS RETAINING THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL UP TO 50% OF THE UNITS, THIS PLAN MAY NOT RESULT IN THE CREATION OF A CONDOMINIUM IN WHICH A MAJORITY OF THE UNITS ARE OWNED BY OWNER-OCCUPANTS OR INVESTORS UNRELATED TO SPONSOR.

(SEE SPECIAL RISKS SECTION OF THE OFFERING PLAN)

PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE BOARD OF MANAGERS UNDER THE TERMS OF THIS OFFERING PLAN.

(SEE THE SPECIAL RISKS SECTION OF THE OFFERING PLAN)

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THE DWYER CONDOMINIUM
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PART I

SIXTH AMENDMENT TO THE CONDOMINIUM OFFERING PLAN FOR THE DWYER CONDOMINIUM, LOCATED AT 258 ST. NICHOLAS AVENUE, NEW YORK NEW YOFK

The Condominium Offering Plan for the Dwyer Condominium (the "Condominium"), located at 258 St. Nicholas Avenue, New York New York (the "Property"), which was accepted for filing on December 5, 2005, as previously amended by five amendments thereto (as so amended, the "Plan"), is hereby further modified and supplemented by this Sixth Amendment, as follows:

1. FIRST UNIT CLOSING.

The First Unit Closing was held on April 29, 2008, at the office of Sponsor's attorneys, Seiden & Schein, P.C., 570 Lexington Avenue, New York, New York 10022.

As of the date of submission of this Amendment to the Department of Law, forty-one (41) Residential Units have been sold and conveyed to Purchasers by Sponsor. The following four (4) Residential Units (including Super's Unit) are currently owned by Sponsor: 1A (Super), 8E, 9C and PHA. None of the Unsold Units are under contract.

2. ISSUANCE OF THE TEMPORARY CERTIFICATE OF OCCUPANCY

The temporary certificate of occupancy for the Building was issued on April 18, 2008 and renewed on July 3, 2008. The Sponsor's architect, James McCullar & Associates Architects has estimated that the sum of $176,335.00 will be reasonably necessary to complete the work needed to obtain a permanent Certificate of Occupancy. Such amount has been deposited in escrow with Sponsor's attorney, Seiden & Schein, P.C., 570 Lexington Avenue, New York, New York 10022 to secure the completion of such work.

3. RECORDING OF DECLARATION; SEPARATE REAL ESTATE TAX ASSESSMENTS.

The Declaration of Condominium was recorded in New York County Office of the Register of the City of New York, on March 28, 2008, CRFN No. 2008000126483.

Separate real estate tax assessments for the individual Units have been made as of the tax year from July 1, 2008 through June 30, 2009. The annualreal estate tax obligation for the Unsold Units for the 2008/09 tax year (which reflects 421-a benefits presently in place) is as follows

Unit 1A:	$140.07
Unit 8E:	$127.22
Unit 9C:	$172.97
Unit PHA:	$258.02

4. THE RESERVE FUND.

No Reserve Fund is required to be established under the Offering Plan.

5. WORKING CAPITAL FUND.

As of the date of submission of this Amendment to the Department of Law, the Working Capital Fund is in the amount of $53,850.18. The Working Capital Fund is maintained in a money market account number [redacted] with Capital One Bank, at 3159 Bainbridge Ave., Bronx, New York 10467. As of the date of this Amendment, there were no Closing adjustments in favor of Sponsor.

6. BOARD OF MANAGERS; FIRST MEETING OF UNIT OWNERS.

The following person constitutes the Board of Managers of the Condominium: John Cross who is a principal of Sponsor. As more fully set forth in the section of the Plan entitled "Control by Sponsor", Sponsor shall relinquish voting control of the Residential Board upon the earlier of (i) transfer of title to Units, the percentage Common Interest of which, in the aggregate, equals at least 50% of the Common Interest of the Residential Units, or (ii) five (5) years after the First Unit Closing. The Sponsor has now sold more than 50% of the Common Interest of the Residential Units. Accordingly, the first meeting of the Unit Owners has been scheduled for December 9, 2008, at which time new members unrelated to Sponsor shall be elected to the Residential Board.

7. TERMS OF SALE.

The Section of the Plan entitled "Terms of Sale," as amended by Paragraph 3 of the Fourth Amendment to the Plan, is hereby amended to state that all Residential Units have been released from the Restrictive Declaration dated May 11, 1990 and recorded on May 24, 1990 in Reel 1696, page 563 and referenced on page 48 of the Plan.

8. DEFINITIONS.

Except where otherwise defined in this Amendment, all capitalized terms contained herein have the same meanings ascribed to them as are contained in the Plan.

10. NO OTHER MATERIAL CHANGES.

There have not been any material changes in the Plan, except as set forth in this Amendment.

Dated: December 2, 2008

Sponsor:
258 Saint Nicholas Avenue LLC

FIFTH AMENDMENT TO THE CONDOMINIUM OFFERING PLAN FOR THE DWYER CONDOMINIUM LOCATED AT 258 ST. NICHOLAS AVENUE, NEW YORK, NEW YORK 10027

The Condominium Offering Plan for The Dwyer Condominium, located at 258 St. Nicholas Avenue, New York, New York 10027 (the "Property"), which was accepted for filing on December 5, 2005 as amended by a First Amendment which accepted for filing on October 3, 2006, a Second Amendment which was accepted for filing on June 19, 2007, a Third Amendment which was accepted for filing on December 21, 2007 and a Fourth Amendment which was accepted for filing for on May 30, 2008 (as amended, the "Plan") is hereby modified and supplemented by this Fifth Amendment as follows:

1. PRICE CHANGE

The Sponsor hereby increases the purchase price of the Units 4D and 9C as follows:

Unit No.	Old Price	New Price
4D	$720,000.00	$780,000.00
9C	$774,848.00	$900,000.00

A copy of revised Schedule A is annexed hereto as Exhibit A

2. NO OTHER MATERIAL CHANGES

There have not been any material changes in the Plan, except as set forth in the First Amendment and this Second Amendment.

Dated: June 27, 2008

Sponsor:

258 SAINT NICHOLAS AVENUE LLC

EXHIBIT A

REVISED SCHEDULE A

Schedule A
The Dwyer Condominium
258 St. Nicholas Avenue, New York, NY 10027
Price Schedule and Estimated Carrying Costs for Units
(January 1, 2008 to December 31, 2008, The Projected First Year of Condominium Operation) (1)

Unit No.	Approx. Interior Sq. Ft. (2)	# Bedrooms	# Bath Loft	Approx. outdoor or vault Sq. ft,	Purchase Price (3)	Residential Percent Common Interest (4)	Commercial Percent Common Interest (4)	Percent Total Common Interest (4)	Estimated Monthly Common Charges (5)	Estimated Annual Common Charges (5)	Estimated Annual Real Estate Taxes (6)	Estimated Annual Real Estate Taxes with 421-a Benefits (6)
Non-Residential Unit No. 1	5,933			1,436	N/A		59.31%	8.79%				
Non-Residential Unit No. 2	5,068			938	N/A		40.69%	6.03%				
1-Super	1,065	2	1	373	$400,000	1.53%		1.29%	$532.44	$6,389.33	$9,055.45	$154.46
2A	1,896	1	2		$982,000	2.70%		2.30%	$939.61	$11,275.28	$16,985.33	$286.40
2B	1,665	2	2		$917,144	2.37%		2.02%	$824.77	$9,897.19	$14,119.35	$240.84
2C	1,313	1	2		$720,000	1.87%		1.59%	$650.76	$7,809.18	$11,140.58	$190.03
2D	1,286	1	2		$661,652	1.83%		1.56%	$636.84	$7,642.13	$10,902.27	$185.96
2E	901	1	1	69	$471,739	1.28%		1.09%	$445.44	$5,345.32	$7,625.64	$130.07
2F	758		1		$376,950	1.08%		0.92%	$375.84	$4,510.11	$6,434.13	$109.75
3A	1,896	1	2		$969,150	2.70%		2.30%	$939.61	$11,275.28	$16,985.33	$286.40
3B	1,665	2	2		$932,894	2.37%		2.02%	$824.77	$9,897.19	$14,119.35	$240.84
3C	1,313	1	2		$702,398	1.87%		1.59%	$650.76	$7,809.18	$11,140.58	$190.03
3D	1,286	1	2		$674,048	1.83%		1.56%	$636.84	$7,642.13	$10,902.27	$185.96
3E	901	1	1	69	$480,900	1.28%		1.09%	$445.44	$5,345.32	$7,625.64	$130.07
3F	758		1		$383,250	1.08%		0.92%	$375.84	$4,510.11	$6,434.13	$109.75
4A	1,925	1	2		$996,450	2.74%		2.34%	$953.53	$11,442.32	$16,323.63	$278.44
4B	1,665	2	2		$948,644	2.37%		2.02%	$824.77	$9,897.19	$14,119.35	$240.84
4C	1,313	1	2		$714,473	1.87%		1.59%	$650.76	$7,809.18	$11,140.58	$190.03
4D	1,320	1	2		$780,000	1.88%		1.60%	$654.24	$7,850.94	$11,200.16	$190.04
4E	958	1	1	69	$520,144	1.36%		1.16%	$473.28	$5,679.40	$8,102.24	$138.20
4F	821		1		$424,463	1.17%		1.00%	$407.16	$4,885.96	$6,970.31	$118.90
5A	1,925	1	2		$1,012,200	2.74%		2.34%	$953.53	$11,442.32	$16,323.63	$278.44
5B	1,665	2	2		$964,425	2.37%		2.02%	$824.77	$9,897.19	$14,119.35	$240.84
5C	1,313	1	2		$726,548	1.87%		1.59%	$650.76	$7,809.18	$11,140.58	$190.03
5D	1,320	1	2		$729,855	1.88%		1.60%	$654.24	$7,850.94	$11,200.16	$190.04
5E	958	1	1	69	$529,200	1.36%		1.16%	$473.28	$5,679.40	$8,102.24	$138.20
5F	821		1		$432,600	1.17%		1.00%	$407.16	$4,885.96	$6,970.31	$118.90

Schedule A
The Dwyer Condominium
258 St. Nicholas Avenue, New York, NY 10027
Price Schedule and Estimated Carrying Costs for Units
(January 1, 2008 to December 31, 2008, The Projected First Year of Condominium Operation) (1)

Unit No.	Approx. Interior Sq. Ft. (2)	# Bedrooms	# Bath Loft	Approx. outdoor or vault Sq. ft,	Purchase Price (3)	Residential Percent Common Interest (4)	Commercial Percent Common Interest (4)	Percent Total Common Interest (4)	Estimated Monthly Common Charges (5)	Estimated Annual Common Charges (5)	Estimated Annual Real Estate Taxes (6)	Estimated Annual Real Estate Taxes with 421-a Benefits (6)
6A	1,925	1	2		$1,027,950	2.74%		2.34%	$953.53	$11,442.32	$16,323.63	$278.44
6B	1,665	2	2		$980,175	2.37%		2.02%	$824.77	$9,897.19	$14,119.35	$240.84
6C	1,313	1	2		$738,623	1.87%		1.59%	$650.76	$7,809.18	$11,140.58	$190.03
6D	1,320	1	2		$741,930	1.88%		1.60%	$654.24	$7,850.94	$11,200.16	$190.04
6E	958	1	1	69	$538,256	1.36%		1.16%	$473.28	$5,679.40	$8,102.24	$138.20
6F	821		1		$440,055	1.17%		1.00%	$407.16	$4,885.96	$6,970.31	$118.90
7A	1,925	1	2		$1,048,950	2.76%		2.34%	$960.49	$11,525.84	$16,323.63	$278.44
7B	1,665	2	2		$995,925	2.37%		2.02%	$824.77	$9,897.19	$14,119.35	$240.84
7C	1,313	1	2		$750,698	1.87%		1.59%	$650.76	$7,809.18	$11,140.58	$190.03
7D	1,320	1	2		$754,005	1.88%		1.60%	$654.24	$7,850.94	$11,200.16	$190.04
7E	958	1	1	69	$547,313	1.36%		1.16%	$473.28	$5,679.40	$8,102.24	$138.20
7F	821		1		$453,049	1.17%		1.00%	$407.16	$4,885.96	$6,970.31	$118.90
8A	1,925	1	2		$1,064,700	2.74%		2.34%	$953.53	$11,442.32	$16,323.63	$278.44
8B	1,665	2	2		$1,011,675	2.37%		2.02%	$824.77	$9,897.19	$14,119.35	$240.84
8C	1,313	1	2		$762,773	1.87%		1.59%	$650.76	$7,809.18	$11,140.58	$190.03
8D	1,320	1	2		$766,080	1.88%		1.60%	$654.24	$7,850.94	$11,200.16	$190.04
8E	958	1	1	69	$556,369	1.36%		1.16%	$473.28	$5,679.40	$8,102.24	$138.20
8F	821		1		$460,845	1.17%		1.00%	$407.16	$4,885.96	$6,970.31	$118.90
9A	1,925	1	2		$1,080,450	2.74%		2.34%	$953.53	$11,442.32	$16,323.63	$278.44
9B	1,665	2	2		$1,027,425	2.37%		2.02%	$824.77	$9,897.19	$14,119.35	$240.84
9C	1,313	1	2		$900,000	1.87%		1.59%	$650.76	$7,809.18	$11,140.58	$190.03
9D	1,320	1	2		$840,000	1.88%		1.60%	$654.24	$7,850.94	$11,200.16	$190.04
9E	958	1	1	69	$565,425	1.36%		1.16%	$473.28	$5,679.40	$8,102.24	$138.20
PHA	1,954	1	2	1235	$1,275,750	2.80%		2.37%	$974.41	$11,692.88	$16,561.93	$282.50
PHB	1,383	2	2	800	$906,938	1.97%		1.68%	$685.56	$8,226.78	$11,363.33	$200.19
PHC	1,698	2	2	373	$1,114,313	2.42%		2.06%	$842.17	$10,105.99	$14,417.22	$245.92
PH Duplex	1,283	1	2	90	$779,247	1.83%		1.56%	$636.84	$7,642.13	$10,902.28	$185.96
	70,212				**$39,580,046**	**100.00%**	**100.00%**	**100.00%**	**$34,800.25**	**$417,603.00**	**$596,882.12**	**$10,174.93**

The square footage listed above of the Units are approximate, within reasonable tolerances.
Dimensions listed are based on measurements from the exterior side of the exterior wall. The actual useable floor area of the Unit may be less.
The total approximate square footage listed at the bottom of column 2 is the total approximate area of the residential units only.

SIXTH AMENDMENT TO THE CONDOMINIUM OFFERING PLAN FOR THE DWYER CONDOMINIUM, LOCATED AT 258 ST. NICHOLAS AVENUE, NEW YORK NEW YOFK

The Condominium Offering Plan for the Dwyer Condominium (the "Condominium"), located at 258 St. Nicholas Avenue, New York New York (the "Property"), which was accepted for filing on December 5, 2005, as previously amended by five amendments thereto (as so amended, the "Plan"), is hereby further modified and supplemented by this Sixth Amendment, as follows:

1. FIRST UNIT CLOSING.

The First Unit Closing was held on April 29, 2008, at the office of Sponsor's attorneys, Seiden & Schein, P.C., 570 Lexington Avenue, New York, New York 10022.

As of the date of submission of this Amendment to the Department of Law, forty-one (41) Residential Units have been sold and conveyed to Purchasers by Sponsor. The following four (4) Residential Units (including Super's Unit) are currently owned by Sponsor: 1A (Super), 8E, 9C and PHA. None of the Unsold Units are under contract.

2. ISSUANCE OF THE TEMPORARY CERTIFICATE OF OCCUPANCY

The temporary certificate of occupancy for the Building was issued on April 18, 2008 and renewed on July 3, 2008. The Sponsor's architect, James McCullar & Associates Architects has estimated that the sum of $176,335.00 will be reasonably necessary to complete the work needed to obtain a permanent Certificate of Occupancy. Such amount has been deposited in escrow with Sponsor's attorney, Seiden & Schein, P.C., 570 Lexington Avenue, New York, New York 10022 to secure the completion of such work.

3. RECORDING OF DECLARATION; SEPARATE REAL ESTATE TAX ASSESSMENTS.

The Declaration of Condominium was recorded in New York County Office of the Register of the City of New York, on March 28, 2008, CRFN No. 2008000126483.

Separate real estate tax assessments for the individual Units have been made as of the tax year from July 1, 2008 through June 30, 2009. The annualreal estate tax obligation for the Unsold Units for the 2008/09 tax year (which reflects 421-a benefits presently in place) is as follows

Unit 1A:	$140.07
Unit 8E:	$127.22
Unit 9C:	$172.97
Unit PHA:	$258.02

4. THE RESERVE FUND.

No Reserve Fund is required to be established under the Offering Plan.

5. WORKING CAPITAL FUND.

As of the date of submission of this Amendment to the Department of Law, the Working Capital Fund is in the amount of $53,850.18. The Working Capital Fund is maintained in a money market account number [redacted] with Capital One Bank, at 3159 Bainbridge Ave., Bronx, New York 10467. As of the date of this Amendment, there were no Closing adjustments in favor of Sponsor.

6. BOARD OF MANAGERS; FIRST MEETING OF UNIT OWNERS.

The following person constitutes the Board of Managers of the Condominium: John Cross who is a principal of Sponsor. As more fully set forth in the section of the Plan entitled "Control by Sponsor", Sponsor shall relinquish voting control of the Residential Board upon the earlier of (i) transfer of title to Units, the percentage Common Interest of which, in the aggregate, equals at least 50% of the Common Interest of the Residential Units, or (ii) five (5) years after the First Unit Closing. The Sponsor has now sold more than 50% of the Common Interest of the Residential Units. Accordingly, the first meeting of the Unit Owners has been scheduled for December 9, 2008, at which time new members unrelated to Sponsor shall be elected to the Residential Board.

7. TERMS OF SALE.

The Section of the Plan entitled "Terms of Sale," as amended by Paragraph 3 of the Fourth Amendment to the Plan, is hereby amended to state that all Residential Units have been released from the Restrictive Declaration dated May 11, 1990 and recorded on May 24, 1990 in Reel 1696, page 563 and referenced on page 48 of the Plan.

8. DEFINITIONS.

Except where otherwise defined in this Amendment, all capitalized terms contained herein have the same meanings ascribed to them as are contained in the Plan.

10. NO OTHER MATERIAL CHANGES.

There have not been any material changes in the Plan, except as set forth in this Amendment.

Dated: December 2, 2008

Sponsor:
258 Saint Nicholas Avenue LLC

FOURTH AMENDMENT TO THE CONDOMINIUM OFFERING PLAN FOR THE DWYER CONDOMINIUM LOCATED AT 258 ST. NICHOLAS AVENUE, NEW YORK, NEW YORK 10027

The Condominium Offering Plan for The Dwyer Condominium, located at 258 St. Nicholas Avenue, New York, New York 10027 (the "Property"), which was accepted for filing on December 5, 2005 as amended by a First Amendment which was accepted for filing on October 3, 2006, a Second Amendment which was accepted for filing on June 19, 2007 and a Third Amendment which was accepted for filing on December 21, 2007 (as amended, the "Plan"), is hereby modified and supplemented by this Fourth Amendment as follows:

1. CORRECTIONS TO SCHEDULE A

Schedule A has been revised to correct rounding errors in the allocation of the percentages of Residential Common Interest and Total Common Interest. The percentage of Residential Common Interest allocated to: Unit 1A has been increased from 1.52% to 1.53%; Unit 7A has been increased from 2.74% to 2.76%; and Unit PHA has been increased from 2.78% to 2.80%. The percentage of Total Common Interest allocated to Unit NR-1 has been decreased from 8.81% to 8.79%, and Unit NR-2 has been decreased from 6.04% to 6.03%. The foregoing revisions have resulted in nonmaterial changes in the amounts of Common Charges allocated to each Unit.

Schedule A has been revised to reflect the "as built" floor area of Units 2C, 2E, 3C, 3E, 4C, 4D, 5C, 5D, 6C, 6D, 7C, 7D, 8C, 8D, 9C and 9D, which have each increased by one (1) square foot.

A typographical error in Schedule A has been corrected to change the number of bedrooms in Unit PHA from one (1) to two (2).

A portion of each Non-Residential Unit is located within vault space on the concourse level of the Building and is a Limited Common Element for the sole and exclusive use of each respective Non-Residential Unit. Schedule A has been revised to reflect the "as built" floor area of Non-Residential Unit 1 and Non-Residential Unit 2 and the Limited Common Element vault space appurtenant to each.

A copy of an amended Schedule A is attached hereto as Exhibit A reflecting the foregoing revisions. A copy of the certification as to compliance with Section 339-i of the Real Property Law is annexed hereto as Exhibit B.

2. DECLARATION OF CONDOMINIUM

The Declaration of Condominium for The Dwyer Condominium was filed in the Office of the Register of the City of New York, County of New York on March 28, 2008 under CRFN# 2008000126483. A copy of the recorded Declaration of Condominium is annexed hereto as Exhibit C.

3. TERMS OF SALE

The Sponsor has entered into an agreement with the City of New York to release forty-three (43) of the Residential Units from the Restrictive Declaration dated May 11, 1990 and recorded on May 24, 1990 in Reel 1696, page 563 and referenced on page 48 of the Plan. The remaining nine (9) Residential Units will be released upon the issuance of a temporary or permanent certificate of occupancy for Non-Residential Unit 1.

4. EXTENSION OF OFFERING

The expiration of the Plan is hereby extended for a period of six (6) months after the date of acceptance for filing of this Fourth Amendment by the Department of Law.

5. NO OTHER MATERIAL CHANGES

There have not been any material changes in the Plan, except as set forth in the First through Third Amendments and this Fourth Amendment.

Dated: May 30, 2008

Sponsor:
258 SAINT NICHOLAS AVENUE LLC

EXHIBIT A

REVISED SCHEDULE A

Schedule A
The Dwyer Condominium
258 St. Nicholas Avenue, New York, NY 10027
Price Schedule and Estimated Carrying Costs for Units
(January 1, 2008 to December 31, 2008, The Projected First Year of Condominium Operation) (1)

Unit No.	Approx. Interior Sq. Ft. (2)	# Bedrooms	# Bath Loft	Approx. outdoor or vault Sq. ft,	Purchase Price (3)	Residential Percent Common Interest (4)	Commercial Percent Common Interest (4)	Percent Total Common Interest (4)	Estimated Monthly Common Charges (5)	Estimated Annual Common Charges (5)	Estimated Annual Real Estate Taxes (6)	Estimated Annual Real Estate Taxes with 421-a Benefits (6)
Non-Residential Unit No. 1	5,933			1,436	N/A		59.31%	8.79%				
Non-Residential Unit No. 2	5,068			938	N/A		40.69%	6.03%				
1-Super	1,065	2	1	373	$400,000	1.53%		1.29%	$532.44	$6,389.33	$9,055.45	$154.46
2A	1,896	1	2		$982,000	2.70%		2.30%	$939.61	$11,275.28	$16,985.33	$286.40
2B	1,665	2	2		$917,144	2.37%		2.02%	$824.77	$9,897.19	$14,119.35	$240.84
2C	1,313	1	2		$720,000	1.87%		1.59%	$650.76	$7,809.18	$11,140.58	$190.03
2D	1,286	1	2		$661,652	1.83%		1.56%	$636.84	$7,642.13	$10,902.27	$185.96
2E	901	1	1	69	$471,739	1.28%		1.09%	$445.44	$5,345.32	$7,625.64	$130.07
2F	758		1		$376,950	1.08%		0.92%	$375.84	$4,510.11	$6,434.13	$109.75
3A	1,896	1	2		$969,150	2.70%		2.30%	$939.61	$11,275.28	$16,985.33	$286.40
3B	1,665	2	2		$932,894	2.37%		2.02%	$824.77	$9,897.19	$14,119.35	$240.84
3C	1,313	1	2		$702,398	1.87%		1.59%	$650.76	$7,809.18	$11,140.58	$190.03
3D	1,286	1	2		$674,048	1.83%		1.56%	$636.84	$7,642.13	$10,902.27	$185.96
3E	901	1	1	69	$480,900	1.28%		1.09%	$445.44	$5,345.32	$7,625.64	$130.07
3F	758		1		$383,250	1.08%		0.92%	$375.84	$4,510.11	$6,434.13	$109.75
4A	1,925	1	2		$996,450	2.74%		2.34%	$953.53	$11,442.32	$16,323.63	$278.44
4B	1,665	2	2		$948,644	2.37%		2.02%	$824.77	$9,897.19	$14,119.35	$240.84
4C	1,313	1	2		$714,473	1.87%		1.59%	$650.76	$7,809.18	$11,140.58	$190.03
4D	1,320	1	2		$720,000	1.88%		1.60%	$654.24	$7,850.94	$11,200.16	$190.04
4E	958	1	1	69	$520,144	1.36%		1.16%	$473.28	$5,679.40	$8,102.24	$138.20
4F	821		1		$424,463	1.17%		1.00%	$407.16	$4,885.96	$6,970.31	$118.90
5A	1,925	1	2		$1,012,200	2.74%		2.34%	$953.53	$11,442.32	$16,323.63	$278.44
5B	1,665	2	2		$964,425	2.37%		2.02%	$824.77	$9,897.19	$14,119.35	$240.84
5C	1,313	1	2		$726,548	1.87%		1.59%	$650.76	$7,809.18	$11,140.58	$190.03
5D	1,320	1	2		$729,855	1.88%		1.60%	$654.24	$7,850.94	$11,200.16	$190.04
5E	958	1	1	69	$529,200	1.36%		1.16%	$473.28	$5,679.40	$8,102.24	$138.20
5F	821		1		$432,600	1.17%		1.00%	$407.16	$4,885.96	$6,970.31	$118.90

Schedule A

The Dwyer Condominium

258 St. Nicholas Avenue, New York, NY 10027

Price Schedule and Estimated Carrying Costs for Units

(January 1, 2008 to December 31, 2008, The Projected First Year of Condominium Operation) (1)

Unit No.	Approx. Interior Sq. Ft. (2)	# Bedrooms	# Bath Loft	Approx. outdoor or vault Sq. ft,	Purchase Price (3)	Residential Percent Common Interest (4)	Commercial Percent Common Interest (4)	Percent Total Common Interest (4)	Estimated Monthly Common Charges (5)	Estimated Annual Common Charges (5)	Estimated Annual Real Estate Taxes (6)	Estimated Annual Real Estate Taxes with 421-a Benefits (6)
6A	1,925	1	2		$1,027,950	2.74%		2.34%	$953.53	$11,442.32	$16,323.63	$278.44
6B	1,665	2	2		$980,175	2.37%		2.02%	$824.77	$9,897.19	$14,119.35	$240.84
6C	1,313	1	2		$738,623	1.87%		1.59%	$650.76	$7,809.18	$11,140.58	$190.03
6D	1,320	1	2		$741,930	1.88%		1.60%	$654.24	$7,850.94	$11,200.16	$190.04
6E	958	1	1	69	$538,256	1.36%		1.16%	$473.28	$5,679.40	$8,102.24	$138.20
6F	821		1		$440,055	1.17%		1.00%	$407.16	$4,885.96	$6,970.31	$118.90
7A	1,925	1	2		$1,048,950	2.76%		2.34%	$960.49	$11,525.84	$16,323.63	$278.44
7B	1,665	2	2		$995,925	2.37%		2.02%	$824.77	$9,897.19	$14,119.35	$240.84
7C	1,313	1	2		$750,698	1.87%		1.59%	$650.76	$7,809.18	$11,140.58	$190.03
7D	1,320	1	2		$754,005	1.88%		1.60%	$654.24	$7,850.94	$11,200.16	$190.04
7E	958	1	1	69	$547,313	1.36%		1.16%	$473.28	$5,679.40	$8,102.24	$138.20
7F	821		1		$453,049	1.17%		1.00%	$407.16	$4,885.96	$6,970.31	$118.90
8A	1,925	1	2		$1,064,700	2.74%		2.34%	$953.53	$11,442.32	$16,323.63	$278.44
8B	1,665	2	2		$1,011,675	2.37%		2.02%	$824.77	$9,897.19	$14,119.35	$240.84
8C	1,313	1	2		$762,773	1.87%		1.59%	$650.76	$7,809.18	$11,140.58	$190.03
8D	1,320	1	2		$766,080	1.88%		1.60%	$654.24	$7,850.94	$11,200.16	$190.04
8E	958	1	1	69	$556,369	1.36%		1.16%	$473.28	$5,679.40	$8,102.24	$138.20
8F	821		1		$460,845	1.17%		1.00%	$407.16	$4,885.96	$6,970.31	$118.90
9A	1,925	1	2		$1,080,450	2.74%		2.34%	$953.53	$11,442.32	$16,323.63	$278.44
9B	1,665	2	2		$1,027,425	2.37%		2.02%	$824.77	$9,897.19	$14,119.35	$240.84
9C	1,313	1	2		$774,848	1.87%		1.59%	$650.76	$7,809.18	$11,140.58	$190.03
9D	1,320	1	2		$840,000	1.88%		1.60%	$654.24	$7,850.94	$11,200.16	$190.04
9E	958	1	1	69	$565,425	1.36%		1.16%	$473.28	$5,679.40	$8,102.24	$138.20
PHA	1,954	1	2	1235	$1,275,750	2.80%		2.37%	$974.41	$11,692.88	$16,561.93	$282.50
PHB	1,383	2	2	800	$906,938	1.97%		1.68%	$685.56	$8,226.78	$11,363.33	$200.19
PHC	1,698	2	2	373	$1,114,313	2.42%		2.06%	$842.17	$10,105.99	$14,417.22	$245.92
PH Duplex	1,283	1	2	90	$779,247	1.83%		1.56%	$636.84	$7,642.13	$10,902.28	$185.96
	70,212				$39,394,894	100.00%	100.00%	100.00%	$34,800.25	$417,603.00	$596,882.12	$10,174.93

The square footage listed above of the Units are approximate, within reasonable tolerances.

Dimensions listed are based on measurements from the exterior side of the exterior wall. The actual useable floor area of the Unit may be less.

The total approximate square footage listed at the bottom of column 2 is the total approximate area of the residential units only.

EXHIBIT B

CERTIFICATION OF COMPLIANCE
WITH REAL PROPERTY LAW SECTION 339-i

SOCIETY ESTATES INC.
2292 8TH Avenue
New York, New York 10027
(917) 445-3922

April 2, 2008

The Board of Managers
The Dwyer Condominium
258 St. Nicholas Avenue
New York, New York 10027

RE: Condominium Offering Plan
The Dwyer Condominium
258 St. Nicholas Avenue
New York, New York 10027

Sir / Madam:

The undersigned has been in the real estate brokerage business for approximately twenty (20) years, dealing with cooperative and condominium apartment houses throughout Manhattan.

We have no beneficial interest in the Sponsor of the subject Offering Plan or in the profitability of the subject property.

Our firm has created the allocation of common interests as shown on Schedule A to be included in the condominium offering plan for the subject property.

The common interests have been allocated to each condominium unit based upon floor space, subject to the location of such floor 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 a particular unit, in accordance with Section 339-i(1)(iv) of the New York Real Property Law.

SOCIETY ESTATES INC.

By: Denice Johns
Name: Denice Johns
Title: Broker

Sworn to before me
this 2nd day of April, 2008

Angie Robinson
Notary Public

ANGIE ROBINSON
Notary Public, State of New York
No. 01RO6105473
Qualified in Bronx County
Commission Expires Feb. 9, 2012

EXHIBIT C

RECORDED DECLARATION OF CONDOMINIUM

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.

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RECORDING AND ENDORSEMENT COVER PAGE PAGE 1 OF 93

Document ID: 2008032601137001 Document Date: 02-01-2008 Preparation Date: 03-27-2008
Document Type: CONDO DECLARATION
Document Page Count: 88

PRESENTER:	**RETURN TO:**
ROYAL ABSTRACT OF NEW YORK LLC(PICK-UP)SD AS AGENT FOR TITLE INSURANCE 500 5TH AVENUE- SUITE 1540 NEW YORK, NY 10110 174980 mbasalatan@royalabstract.com	SEIDEN & SCHEIN PC 570 LEXINGTON AVENUE NEW YORK, NY 10022 ATTN CHRISTOPHER A. NICOSIA

PROPERTY DATA

Borough	Block	Lot		Unit	Address
MANHATTAN	1950	24	Entire Lot		258 ST NICHOLAS AVENUE
Property Type: COMMERCIAL REAL ESTATE					
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1001	Entire Lot	NR1	258 ST.NICHOLAS AVENUE
Property Type: COMMERCIAL CONDO UNIT(S)					

x Additional Properties on Continuation Page

CROSS REFERENCE DATA

CRFN_____ *or* Document ID_____ *or* _____ Year____ Reel ___ Page____ *or* File Number_____

PARTIES

PARTY 1:	
THE DWYER CONDOMINIUM 258 ST. NICHOLAS AVENUE NEW YORK, NY 10027	

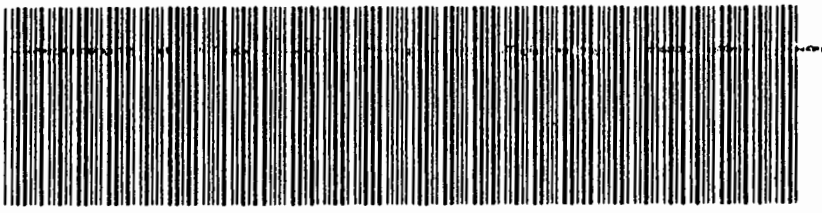
FEES AND TAXES

Mortgage			Filing Fee:	
Mortgage Amount:	$	0.00	$	0.00
Taxable Mortgage Amount:	$	0.00	NYC Real Property Transfer Tax:	
Exemption:			$	0.00
TAXES: County (Basic):	$	0.00	NYS Real Estate Transfer Tax:	
City (Additional):	$	0.00	$	0.00
Spec (Additional):	$	0.00		
TASF:	$	0.00		
MTA:	$	0.00		
NYCTA:	$	0.00		
Additional MRT:	$	0.00		
TOTAL:	$	0.00		
Recording Fee:	$	639.00		
Affidavit Fee:	$	0.00		

RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK
Recorded/Filed 03-28-2008 16:17
City Register File No.(CRFN):
2008000126483

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 93

Document ID: 2008032601137001 Document Date: 02-01-2008 Preparation Date: 03-27-2008
Document Type: CONDO DECLARATION

PROPERTY DATA

Borough	Block	Lot		Unit	Address
MANHATTAN	1950	1002	Entire Lot	NR2	258 ST.NICHOLAS AVENUE
Property Type:	COMMERCIAL CONDO UNIT(S)				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1003	Entire Lot	1A	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1004	Entire Lot	2A	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1005	Entire Lot	2B	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1006	Entire Lot	2C	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1007	Entire Lot	2D	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1008	Entire Lot	2E	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1009	Entire Lot	2F	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1010	Entire Lot	3A	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1011	Entire Lot	3B	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1012	Entire Lot	3C	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1013	Entire Lot	3D	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1014	Entire Lot	3E	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1015	Entire Lot	3F	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

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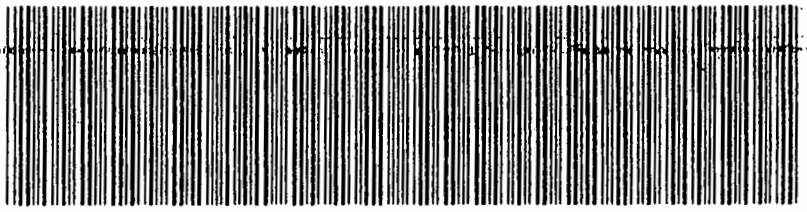
RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 3 OF 93**

Document ID: 2008032601137001 Document Date: 02-01-2008 Preparation Date: 03-27-2008
Document Type: CONDO DECLARATION

PROPERTY DATA

Borough	Block	Lot		Unit	Address
MANHATTAN	1950	1016	Entire Lot	4A	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1017	Entire Lot	4B	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1018	Entire Lot	4C	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1019	Entire Lot	4D	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1020	Entire Lot	4E	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1021	Entire Lot	4F	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1022	Entire Lot	5A	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1023	Entire Lot	5B	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1024	Entire Lot	5C	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1025	Entire Lot	5D	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1026	Entire Lot	5E	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1027	Entire Lot	5F	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1028	Entire Lot	6A	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1029	Entire Lot	6B	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

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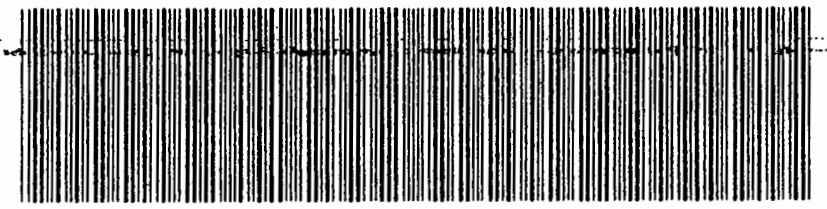
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Document Type: CONDO DECLARATION

PROPERTY DATA

Borough	Block	Lot		Unit	Address
MANHATTAN	1950	1030	Entire Lot	6C	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1031	Entire Lot	6D	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1032	Entire Lot	6E	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1033	Entire Lot	6F	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1034	Entire Lot	7A	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1035	Entire Lot	7B	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1036	Entire Lot	7C	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1037	Entire Lot	7D	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1038	Entire Lot	7E	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1039	Entire Lot	7F	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1040	Entire Lot	8A	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1041	Entire Lot	8B	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1042	Entire Lot	8C	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1043	Entire Lot	8D	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

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RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) **PAGE 5 OF 93**

Document ID: 2008032601137001 Document Date: 02-01-2008 Preparation Date: 03-27-2008
Document Type: CONDO DECLARATION

PROPERTY DATA

Borough	Block	Lot		Unit	Address
MANHATTAN	1950	1044	Entire Lot	8E	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1045	Entire Lot	8F	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1046	Entire Lot	9A	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1047	Entire Lot	9B	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1048	Entire Lot	9C	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1049	Entire Lot	9D	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1050	Entire Lot	9E	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1051	Entire Lot	PHA	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1052	Entire Lot	PHB	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1053	Entire Lot	PHC	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				
Borough	**Block**	**Lot**		**Unit**	**Address**
MANHATTAN	1950	1054	Entire Lot	PHD	258 ST.NICHOLAS AVENUE
Property Type:	SINGLE RESIDENTIAL CONDO UNIT				

ELIOT SPITZER
Attorney General

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

DIETRICH L. SNELL
Deputy Attorney General
Division of Public Advocacy

DAVID D. BROWN, IV
Bureau Chief
Investment Protection Bureau

(212)416-8112

258 St. Nicholas Avenue, LLC
c/o Seiden & Schein, P.C.
Attention: Alvin Schein
570 Lexington Avenue
New York, NY 10022

RE: Dwyer Condominium (The)
File Number: CD050263 Amendment No: 1
Date Amendment Filed: 10/03/2006 Filing Fee: $225.00
Receipt Number: 80453

Dear Sponsor:

The referenced amendment to the offering plan for the subject premises is hereby accepted and filed. This filing is effective for the greater of six months from the date of filing this amendment or twelve months from the acceptance of the original offering literature. However, any material change of fact or circumstance affecting the property or offering requires an immediate amendment, including amending the plan to disclose the most recent certified financial statement and budget, which should be done as soon as either of these documents is available.

Any misstatement or concealment of material fact in the material submitted as part of this amendment renders this filing void ab initio. This office has relied on the truth of the certifications of sponsor, sponsor's principals, and sponsor's experts, as well as the transmittal letter of sponsor's attorney.

Filing this amendment shall not be construed as approval of the contents or terms thereof by the Attorney General of the State of New York, or any waiver of or limitation on the Attorney General's authority to take enforcement action for violation of Article 23-A of the General Business Law or other applicable law. The issuance of this letter is conditioned upon the collection of all fees imposed by law. This letter is your receipt for the filing fee.

Very truly yours,

Arthur Wolfish
Assistant Attorney General

120 Broadway, New York, NY 10271
Real Estate Matters • (212) 416-8122 • Fax (212) 416-8179
Securities Matters • (212) 416-8222 • Fax (212) 416-8816

ANDREW M. CUOMO
Attorney General

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

ERIC CORNGOLD
Executive Deputy Attorney General
Division of Economic Justice

KENNETH E. DEMARIO
Bureau Chief
Real Estate Finance Bureau

(212)416-8112

258 St. Nicholas Avenue, LLC
c/o Seiden & Schein, P.C.
Attention: Christopher Nicosia
570 Lexington Avenue
New York, NY 10022

RE: Dwyer Condominium (The)
File Number: CD050263 Amendment No: 2
Date Amendment Filed: 06/19/2007 Filing Fee: $225.00
Receipt Number: 86217

Dear Sponsor:

The referenced amendment to the offering plan for the subject premises is hereby accepted and filed. This filing is effective for the greater of six months from the date of filing this amendment or twelve months from the acceptance of the original offering literature. However, any material change of fact or circumstance affecting the property or offering requires an immediate amendment, including amending the plan to disclose the most recent certified financial statement and budget, which should be done as soon as either of these documents is available.

Any misstatement or concealment of material fact in the material submitted as part of this amendment renders this filing void ab initio. This office has relied on the truth of the certifications of sponsor, sponsor's principals, and sponsor's experts, as well as the transmittal letter of sponsor's attorney.

Filing this amendment shall not be construed as approval of the contents or terms thereof by the Attorney General of the State of New York, or any waiver of or limitation on the Attorney General's authority to take enforcement action for violation of Article 23-A of the General Business Law or other applicable law. The issuance of this letter is conditioned upon the collection of all fees imposed by law. This letter is your receipt for the filing fee.

Very truly yours,

Arthur Wolfish
Assistant Attorney General

120 Broadway, New York, NY 10271 • Phone (212) 416-8122 • Fax (212) 416-8179

ELIOT SPITZER
Attorney General

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

DIETRICH L. SNELL
Deputy Attorney General
Division of Public Advocacy

DAVID D. BROWN, IV
Bureau Chief
Investment Protection Bureau

(212)416-8144

258 St. Nicholas Avenue, LLC
c/o Seiden & Schein, P.C.
Attention: Alvin Schein
570 Lexington Avenue
New York, NY 10022

RE: Dwyer Condominium (The)
File Number: CD050263 Amount Offering $39,258,660.00
Filing Fee: $10,000.00 Receipt Number: 76180
Acceptance Date: 12/05/2005

Dear Sponsor:

The offering literature submitted for the subject premises is hereby accepted and filed. Unless extended by duly filed amendment, the effectiveness of the filing shall expire twelve months from this date. All advertising and solicitation material must be consistent with the contents of the filed offering literature. Any material change of facts or circumstances affecting the property or the offering requires an immediate amendment.

Any misstatement or concealment of material fact in the literature filed renders this filing void ab initio. This office has relied on the truth of the certification of sponsor, sponsor's principals and sponsor's experts, as well as the transmittal letter of sponsor's attorney.

The issuance of this letter is conditioned upon the faithful performance of all of the obligations of the sponsor, its agents and instrumentalities, which are required by law or set forth in the offering literature. If there is a failure or neglect to perform any such obligations when required, the effectiveness of this letter shall be suspended, and all offering and sales shall cease, pending further action by this office. Issuance of this letter is further conditioned on the collection of all fees imposed by law. This letter is your receipt for the above filing fee.

The filing of the offering literature shall not in any way be construed as approval of the contents or terms thereof by the Attorney General of the State of New York. Nor does it waive or limit the Attorney General's authority to take enforcement action for violation of Article 23-A of the General Business Law or other applicable provisions of law.

Very truly yours,

Oliver Rosengart
Assistant Attorney General

120 Broadway, New York, NY 10271
Real Estate Matters • (212) 416-8122 • Fax (212) 416-8179
Securities Matters • (212) 416-8222 • Fax (212) 416-8816

ANDREW M. CUOMO
Attorney General

STATE OF NEW YORK
OFFICE OF THE ATTORNEY GENERAL

ERIC CORNGOLD
Executive Deputy Attorney General
Division of Economic Justice

KENNETH E. DEMARIO
Bureau Chief
Real Estate Finance Bureau

(212)416-8112

258 Saint Nicholas Avenue, LLC
c/o Seiden & Schein, P.C.
Attention: Christopher Nicosia
570 Lexington Avenue
New York, NY 10022

RE: Dwyer Condominium (The)
File Number: CD050263 Amendment No: 3
Date Amendment Filed: 12/21/2007 Filing Fee: $225.00
Receipt Number: 90031

Dear Sponsor:

The referenced amendment to the offering plan for the subject premises is hereby accepted and filed. This filing is effective for the greater of six months from the date of filing this amendment or twelve months from the acceptance of the original offering literature. However, any material change of fact or circumstance affecting the property or offering requires an immediate amendment, including amending the plan to disclose the most recent certified financial statement and budget, which should be done as soon as either of these documents is available.

Any misstatement or concealment of material fact in the material submitted as part of this amendment renders this filing void ab initio. This office has relied on the truth of the certifications of sponsor, sponsor's principals, and sponsor's experts, as well as the transmittal letter of sponsor's attorney.

Filing this amendment shall not be construed as approval of the contents or terms thereof by the Attorney General of the State of New York, or any waiver of or limitation on the Attorney General's authority to take enforcement action for violation of Article 23-A of the General Business Law or other applicable law. The issuance of this letter is conditioned upon the collection of all fees imposed by law. This letter is your receipt for the filing fee.

Very truly yours,

Arthur Wolfish AFG
Arthur Wolfish
Assistant Attorney General

CONDOMINIUM NO. 1852

DECLARATION OF CONDOMINIUM

Establishing a Plan for Condominium Ownership of Premises located at 258 St. Nicholas Avenue, County of New York, City and State of New York 10027 Pursuant to Article 9-B of the Real Property Law of the State of New York.

NAME: **THE DWYER CONDOMINIUM**

DECLARANT: **258 Saint Nicholas Avenue LLC**
303 South Broadway, Suite 102
Tarrytown, New York 10591

DATE OF DECLARATION: February 1, 2008

The land affected by the within instrument lies in Section 7, Tax Block 1950, Tax Lot formerly known as Lot 24 and now known as Lots 1001-1054 inclusive on the Tax Map of the Borough of Manhattan, in the County, City and State of New York.

Record and Return to:

SEIDEN & SCHEIN, P.C.
Attorneys for Declarant
570 Lexington Avenue
New York, New York 10022
(212) 935-1400

174980
ROYAL ABSTRACT
500 FIFTH AVENUE SUITE 1540
NEW YORK, N.Y. 10110
(212) 376-0900

DECLARATION OF CONDOMINIUM
FOR
THE DWYER CONDOMINIUM

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

258 Saint Nicholas Avenue LLC a New York limited liability company, having an office at 303 South Broadway, Suite 102, Tarrytown NY 10591 (the "Declarant"), does hereby declare as follows:

ARTICLE 1

DEFINITIONS

All capitalized terms used in this Declaration (hereinafter referred to as the "Declaration") that are not otherwise defined in the Articles hereof will have the meanings set forth in **Exhibit C** annexed hereto, unless the context in which they are used will otherwise require.

ARTICLE 2

SUBMISSION OF THE PROPERTY

2.1 Declarant hereby submits the Land and the Building (each as hereinafter defined), all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith (collectively, the "Property") to the provisions of Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"), and pursuant thereto does hereby establish a condominium to be known as "**THE DWYER CONDOMINIUM**" (the "Condominium").

2.2 Attached to this Declaration and made a part hereof are the Bylaws of the Condominium which set forth detailed provisions governing the operation, use and occupancy of the Condominium (said Bylaws, as they may be amended from time to time, are hereinafter referred to as the "Bylaws"). All capitalized terms which are not separately defined herein or in the Bylaws shall have the meanings given to those terms in **Exhibit C** annexed hereto.

ARTICLE 3

THE LAND

Included in the Property described in Article 2 is all that certain tract, plot, piece and parcel of land (the "Land" situate, lying and being in the County, City and State of New York, commonly known as 258 St. Nicholas Avenue, and more particularly described in **Exhibit A** annexed hereto and made a part hereof. The Land is owned by Declarant in fee simple absolute. The Land has an area of approximately 9,218 square feet.

ARTICLE 4

THE PROPERTY

Included in the Property described in Article 2 is a building (the "Building") consisting of fifty-two (52) residential units and two (2) non-residential units (collectively, the "Units" and individually, a "Unit"). The owner of a Unit is herein called a "Unit Owner" and all the owners of the Units are herein collectively called the "Unit Owners".

ARTICLE 5

THE BUILDING

The Building is a single structure consisting of a below grade concourse with vaults, a portion of which shall be utilized as Limited Common Elements for the benefit of the Non-Residential Units, a portion of which shall be utilized as General Common Elements, and a portion of which shall be utilized as Residential Common Elements, and ten (10) floors above grade. The Building was originally constructed in 1892. The existing walls of stone construction, footings and portions of the lot-line walls above grade will be retained. The structural system consists of steel columns and beams with concrete on metal deck floors and roofs. Street walls are cavity walls with exterior brick wythe with decorative cast stone elements, and structural steel framing with exterior sheathing and interior gypsum board. Lot-line walls consist of existing 12" to 16" masonry wall with interior gypsum board furring up to the fourth floor, and 8" concrete block with gypsum board furring above the fourth floor. Penthouse walls facing roof terraces and bulkead walls consist of exterior insulation and finish system adhered to steel framing with exterior sheathing and interior gypsum board. Lot line walls are 2-hour fire rated.

ARTICLE 6

THE UNITS

6.1 **Exhibit B** annexed hereto and made a part hereof sets forth the following data with respect to each Unit necessary for the proper identification thereof: (i) its Unit designation; (ii) tax lot number; (iii) approximate location in the Building; (iv) approximate square foot area; (v) number of rooms; and (vi) the percentage interest in the Common Elements appurtenant to such Unit. The location of each Unit is shown on the floor plans of the Building (the "Floor Plans") certified by James McCullar & Associates Architects, and approved by the Real Property Assessment Bureau of the City of New York and filed in the Office of the Register of the County and City of New York (the "Register's Office") following the recording of this Declaration.

6.2 Each Unit includes, and each Unit Owner shall be responsible for, entrance doors to the Unit, the interior sheetrocked walls and partitions, non-structural flooring, floor coverings and plastered or sheetrocked ceilings affixed, attached or appurtenant to such Unit, smoke detectors, all plumbing, gas and heating fixtures and equipment, including but not limited to refrigerators, dishwashers, heating, heating equipment, ranges and other appliances, as may be affixed, attached or

appurtenant to such Unit and serving such Unit exclusively. Plumbing, gas and heating fixtures and equipment as used in the preceding sentence shall include exposed gas and water pipes from branch or fixture shut-off valves attached to fixtures, appliances and equipment and the fixtures, appliances and equipment to which they are attached, and any special pipes or equipment which a Unit Owner may install within a wall or ceiling, or under the floor, but shall not include gas, water or other pipes, conduits, wiring or ductwork within the walls, ceilings or floors. Each Unit shall also include (i) all lighting and electrical fixtures and appliances within the Unit, and (ii) any special equipment, fixtures or Facilities (as hereinafter defined) affixed, attached or appurtenant to the Unit by a Unit Owner other than Declarant, to the extent located within a Unit from the panel and serving or benefiting only that Unit including, but not limited to, any delivery entrances servicing a Unit. Notwithstanding anything contained in this Article 6 to the contrary, each Unit Owner will have the right, exercisable at any time, to install, at such Unit Owner's sole cost and expense, decorations, fixtures and coverings (including, without limitation, painting, finishing, wall to wall 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 and to a depth of one inch behind such surfaces for the purposes of installing nails, screws, bolts and the like, provided that no such installation shall impair the structural integrity and mechanical and electrical systems of such Unit or of the Building.

6.3 As of the date of the filing of this Declaration with the Register's Office, fee simple absolute title shall automatically vest in Declarant in all Units, individually and collectively, without the need to execute specific and particular deeds or indentures for each and every Unit.

ARTICLE 7

DIMENSIONS OF UNITS

Each Unit consists of the area measured horizontally from the exterior face of the exterior walls (perimeter columns and perimeter mechanical pipes are not deducted) to the centerline of the wall separating one Unit from another Unit, corridors, stairs, elevators and other mechanical equipment spaces, or any Common Elements as indicated on the Floor Plans, and from the lot line at party walls separating the Building from adjoining buildings. Each Unit will consist of the area measured vertically from the top of the concrete floor to the underside of the ceiling.

ARTICLE 8

COMMON ELEMENTS

8.1 The common elements of the Condominium (the "Common Elements") consist of the entire Property, including the Land and all parts of the Building and improvements thereon other than the Units. The Common Elements include, but are not limited to, those rooms, areas, corridors, spaces and other parts of the Building and all Facilities (defined below) therein for the common use of the Units and the Unit Owners or which are necessary or convenient for the existence, maintenance or safety of the Property. The Common Elements that serve or benefit exclusively (a) all Units and Unit Owners in the Building are called "General Common Elements," (b) the

Residential Units or the Residential Unit Owners are called "Residential Common Elements," (c) the Non-Residential Units or the Non-Residential Unit Owners are called "Non-Residential Common Elements," and (d) one or more but not all of the Units or the Unit Owners are called "Limited Common Elements." The General Common Elements are appurtenant to and serve and benefit each Unit to the extent of such Unit's percentage share of the General Common Elements. The Residential Common Elements are appurtenant to and serve and benefit each Residential Unit to the extent of each Residential Unit's percentage share of the Residential Common Elements. The Non-Residential Common Elements are appurtenant to and serve and benefit each Non-Residential Unit to the extent of each Non-Residential Unit's percentage share of the Non-Residential Common Elements.

8.2 As used in this Declaration, the word "Facility" or "Facilities" includes, but is not limited to, the following items (grouped more or less functionally) which are set forth only for purposes of illustrating the broad scope of that term: system, equipment, apparatus, converter, radiator, heater, heat exchanger, mechanism, device, machinery, motor, pump, control, tank or tank assembly, insulation, induction unit, condenser, compressor, fan, damper, blower, thermostat, thermometer, coil, vent, sensor, shut-off valve or other valve, gong, panel, receptacle, outlet, relay, alarm, sprinkler head, electric distribution facility, wiring, wireway, switch, switchboard, circuit breaker, transformer, fitting, siamese connection, hose, plumbing fixture, lighting fixture, other fixture, bulb, sign, telephone, meter, meter assembly, scaffolding, piping, line, duct, conduit, cable, riser, main shaft, pit, flue, lock or other hardware, rack, screen, strainer, trap, drain, catch basin, leader, filter, canopy, incinerator, closet, cabinet, door, railing, coping, step, furniture, mirror, furnishing, appurtenance, urn, basket, mail box, carpeting, tile or other floor covering, drapery, shade or other window covering, wallpaper or other wall covering, tree, shrubbery, flower or other planting and horticulture tub or box.

8.3 The Common Elements will remain undivided and no Unit Owner or other person will bring or will have the right to bring any action for partition or division thereof except as may be specifically provided for herein and in the Bylaws.

8.4 The General Common Elements consist of the following:

8.4.1 The Land (as more particularly described in **Exhibit A** attached to this Declaration), together with all easements, rights and privileges appurtenant thereto;

8.4.2 All of the following: foundations, footings, columns, girders, floor slabs and ceilings, beams, and supports and interior load bearing walls, (except to the extent included in Sections 8.5 or 8.7 hereof), together with those portions of the exterior walls of the Building beyond the Unit side of the glass or concealed block work or concealed structural members of those walls which serve and benefit all Units in the Building;

8.4.3 The rooms and Facilities located as follows: the boiler room, electric meter room, water and gas meter room, fire pump room, service corridor, and stairs and stairwell adjacent to the water and gas meter room in the cellar as more particularly shown on the

Floor Plans;

8.4.4 Electric meters and panels, electric closets, feeders, risers and Facilities, gas meters, and cables which serve all Units or General Common Elements of the Building;

8.4.5 Kitchen, bathroom and dryer exhaust ducts, corridor and supply air ducts, if any, steam lines supply and return for heating, water pressure reducing valve system, and all other Facilities in the floor and ceilings which serve all Units or General Common Elements of the Building;

8.4.6 All passages, hallways, stairs and corridors, all mechanical space and all other rooms, areas, spaces and other parts of the Building which are not Units, Residential Common Elements, Non-Residential Common Elements or Limited Common Elements;

8.4.7 The windows and "Juliet" balconies;

8.4.8 The roof of the Building, excluding the roof terraces;

8.4.9 Any other Facilities in the Building which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of all of the Building and are not a part of any Unit, Residential Common Elements, Non-Residential Common Elements or Limited Common Elements;

8.5 The Residential Common Elements consist of the following:

8.5.1 All of the following: any foundations, footings, columns, girders, floor slabs and ceilings, beams, and supports and interior load bearing walls which serve or benefit only the Residential Section;

8.5.2 Electric meters and panels, electric closets, feeders, risers and Facilities, gas meters, and cables which serve only the Residential Section;

8.5.3 Kitchen, bathroom and dryer exhaust ducts, corridor and supply air ducts, if any, steam lines supply and return for heating, water pressure reducing valve system, and all other Facilities in the floor and ceilings which serve only the Residential Section;

8.5.4 CATV riser and all other Facilities located on the Property or in the Building serving or benefiting exclusively the Residential Section to the extent that the same are not owned by a third party;

8.5.5 The rooms and areas located as follows: building storage rooms, storage vault, staff room, compactor room, closet and exterior court located on the cellar level of the Building; and the lobby located on the first floor of the Building, all as more particularly shown and designated on the Floor Plans;

8.5.6 The passenger elevators and their shafts, pits, machine rooms and related Facilities which serve and benefit only the Residential Section, as more particularly shown and designated on the Floor Plans;

8.5.7 All passages, hallways, stairs and corridors, all mechanical space and other rooms, areas, spaces and other parts of the Building which serve and benefit only the Residential Section and are not part of Residential Units, Limited Common Elements, Non-Residential Units or Non-Residential Common Elements;

8.5.8 The canopy above the entrance to the Residential Section of the Building;

8.5.9 The common roof terrace located on the main roof level of the Building, as more particularly shown and designated on the Floor Plans; and

8.5.10 All other Facilities exclusively serving the Residential Section which are not part of the Residential Units, Limited Common Elements, Non-Residential Units or Non-Residential Common Elements.

8.6 The Non-Residential Common Elements consist of the following:

8.6.1 All of the following: any foundations, footings, columns, girders, floor slabs and ceilings, beams, and supports and interior load bearing walls which serve or benefit only the Non-Residential Section;

8.6.2 Electric meters and panels, electric closets, feeders, risers and Facilities, gas meters, and cables which serve only the Non-Residential Section;

8.6.3 Kitchen, bathroom and dryer exhaust ducts, corridor and supply air ducts, if any, steam lines supply and return for heating, water pressure reducing valve system, and all other Facilities in the floor and ceilings which serve only the Non-Residential Section;

8.6.4 All other Facilities exclusively serving the Non-Residential Section which are not part of the Residential Units, Residential Common Elements, Limited Common Elements or Non-Residential Units.

8.7 The Limited Common Elements consist of the following:

8.7.1 The terrace adjoining Unit 1A and the balconies adjoining Units 2E, 3E, 4E, 5E, 6E, 7E, 8E and 9E which are each for the exclusive use and benefit of the Unit Owner of the Unit to which each respective terrace or balcony is appurtenant;

8.7.2 The roof terraces adjoining Units PHA, PHB, PHC and PHD which are each for the exclusive use and benefit of the Unit Owner of the Unit to which each respective roof

terrace is appurtenant;

8.7.3 That portion of equipment, fixtures or Facilities serving or benefiting one or more, but not all, Units located in, respectively, the Residential Section or the Non-Residential Section, to the extent such equipment, fixtures or Facilities are located within another Unit or within a Common Element to which there is direct and exclusive access from the interior of a Unit. Notwithstanding anything to the contrary contained in the Bylaws or this Declaration, the Unit Owner who is so served or benefited by such Limited Common Element shall have the exclusive right to use such Limited Common Element and shall be responsible for the normal operation, maintenance and repair thereof at such Unit Owner's sole cost and expense; and

8.7.4 All other equipment, fixtures or Facilities exclusively serving or benefiting one or more, but not all, Units located in, respectively, the Residential Section or the Non-Residential Section, excluding the Units and the Common Elements, which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of one or more but not all of the Units located in, respectively, the Residential Section or the Non-Residential Section.

8.8 Notwithstanding anything to the contrary contained in this Article 8, the costs of alteration, addition, repair, replacement or restoration of a Limited Common Element shall be borne solely by the Unit Owner(s) who benefit(s) from such Limited Common Element in the proportion that the Common Interest of each benefiting Unit Owner(s) in the Residential or Commercial Section, as the case may be, bears to the Common Interests of all benefiting Unit Owners in such Section. In addition, except as otherwise provided in Subsection 6.9.2.1 of the Bylaws, such Unit Owner(s) shall be responsible for the normal operation, maintenance and repair of any such Common Element at his(her)(their) sole cost and expense.

ARTICLE 9

USE OF BUILDING AND UNITS

9.1 The Residential Units may be used for any lawful purposes to the extent permitted under applicable zoning law and ordinances and other applicable governmental laws and regulations as provided on the certificate of occupancy in effect at that time.

9.2 The Non-Residential Units may be used for any lawful purposes the extent permitted under applicable zoning and other governmental laws and regulations, as provided on the certificate of occupancy in effect at that time. Non-Residential Unit 1, consisting of approximately 7,000 square feet shall be made available for and used solely for not-for-profit community facility use as this term is defined in the NYC Zoning Resolution of September 1, 1989.

9.3 Notwithstanding the foregoing, the following uses are prohibited in all the Units:

9.3.1 Movie Theaters;

9.3.2 Clubs (except for a health club);

9.3.3 College or school fraternity or sorority houses;

9.3.4 Community centers or settlement houses;

9.3.5 Government operated health centers or independent out-of-hospital health facilities incorporated pursuant to Article 7 of the New York State Social Services Law;

9.3.6 Health centers or facilities, hospitals or medical offices which are primarily, predominately or substantially devoted on a programmatic basis to either abortion services, substance abuse treatment or substance abuse counseling and related uses;

9.3.7 Welfare centers, food distribution centers, homeless shelters, and related uses;

9.3.8 Supermarkets;

9.3.9 Bowling Alley;

9.3.10 Dance Hall;

9.3.11 Discotheque;

9.3.12 Bakery;

9.3.13 Restaurant; and

9.3.14 Bars or nightclubs.

9.4 Notwithstanding the provisions of Article 9, Declarant or its designee may, without the permission of the Board, (a) grant permission for the use of any Unsold Unit for any purpose, provided such use is permitted by law, does not violate the then existing certificate of occupancy for such Unit and the user of such Unit complies with all applicable governmental regulations, and (b) use any Unsold Units as models and sales, administration and/or promotion offices in connection with the sale or rental of the Units or for any other purpose, subject only to the provisions of the Declaration and these Bylaws and in compliance with applicable governmental laws and regulations.

ARTICLE 10

CHANGES IN THE UNSOLD UNITS

Except to the extent prohibited by law, Declarant or its designee shall have the right, without the vote or consent of any Condominium Board, other Unit Owners, or the Mortgage Representatives (as such term is defined in the Bylaws), if any, to: (a) make alterations, additions or improvements to any Unsold Units; (b) change the use (subject to Section 9.4 above) or layout of, or number of rooms of any Unsold Units from time to time; (c) change the size and/or number of Unsold Units by subdividing one or more Unsold Units into two or more separate Units, combining separate Unsold Units (including those resulting from such subdivision or otherwise) into one or more Units, converting a Unit or any portion thereof to a Common Element or a Limited Common Element, altering the boundary walls between any Unsold Units, or otherwise, including incorporating Common Elements (such as a portion of a hallway used exclusively by the occupant(s) of such Unsold Unit) which exclusively benefit an Unsold Unit into such Unit; (d) designate a Common Element or a Limited Common Element, as part of a newly created Unit or Limited Common Element, or designate all or part of a Unit as a newly created Common Element; and (e) if appropriate, reapportion among the Unsold Units affected by such change in size, use or number pursuant to the preceding clauses (b) and (c) their percentage interests in the Common Elements; provided, however, that (i) the percentage interest in the Common Elements of any other Units (other than Unsold Units) shall not be changed by reason thereof unless the owners of such Units shall consent thereto; (ii) Declarant or its designee, as the case may be, shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold each Condominium Board and all other Unit Owners harmless from any liability arising therefrom. The provisions of this Article 10 may not be added to, amended, modified or deleted without the prior written consent of Declarant or its designee. By written permission of the Condominium Board, which permission shall not be unreasonably withheld, any other Unit Owner may be given, with respect to his Unit, the same rights and be subject to the same limitations and conditions as are set forth in this Article 10 with respect to Unsold Units. Notwithstanding the other provisions of this Article 10, no reapportionment of the interests in the Common Elements appurtenant to any Unit shall be made unless there is first delivered to the Condominium Board a written certification stating that the percentage interests of the respective Units in the Common Elements, immediately after such reapportionment, will be based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. The certification referred to in the preceding sentence shall be delivered (i) at Declarant's election, by Declarant, the managing agent of the Condominium or any other person reasonably acceptable to the Condominium Board in the case of any Unsold Unit, and (ii) by either the managing agent of the Condominium, or any other person reasonably acceptable to the Condominium Board in the case of any other Unit.

ARTICLE 11

PERSON TO RECEIVE SERVICE

The Secretary of State of the State of New York is hereby designated to receive service of process in any action which may be brought against the Condominium.

ARTICLE 12

DETERMINATION OF PERCENTAGE INTERESTS IN COMMON ELEMENTS

12.1 The percentage interest of each Unit in the Common Elements has been based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit.

ARTICLE 13

ENCROACHMENTS

If (a) any portion of the Common Elements encroaches upon any Unit or upon any other Common Element, (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements or (c) any such encroachments shall hereafter occur as a result of (i) settling or shifting of the Building, (ii) any alteration, repair or restoration of the Common Elements made by or with the consent (when required by the Bylaws) of the Condominium Board, or made by Declarant or its designee, in accordance with this Declaration or the Bylaws or (iii) any alteration, repair or restoration of the Building (or any portion thereof) or of any Unit or Common Element after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements; then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same as long as the Building shall stand.

ARTICLE 14

ACCESS TO COMMON ELEMENTS

Each Unit Owner shall have an easement, in common with all other Unit Owners, to use all Common Elements located in the Building, including those located in any of the other Units or elsewhere on the Property, which serve such Unit Owner's Unit, including an easement to connect to existing utilities including, but not limited to, utilities for gas, electricity and steam. Each Unit shall be subject to an easement in favor of all Unit Owners to use all Common Elements located in such Unit or elsewhere on the Property which serve other Units. In addition, the Condominium Board or its agents, to the extent it is permitted to act by the Bylaws for such purposes, shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or

replace the Common Elements contained therein or elsewhere in the Property. All easements and rights of access described in this Article 14 shall be exercised in such a manner, to the extent practicable, as will not unreasonably interfere with the use of the Units for their permitted purposes. Such entries shall be permitted on not less than three days' notice, except that no notice will be necessary in the case of an "emergency" (i.e., a condition requiring repair or replacement immediately necessary for the preservation or safety of the Building or for the safety of occupants of the Building, or other persons, or required to avoid the suspension of any necessary service in the Building).

ARTICLE 15

EASEMENTS AND NAME OF CONDOMINIUM

15.1 Except as set forth in this Declaration, each Unit Owner shall have, in common with all other Unit Owners, an easement for the use of the Common Elements and any Facilities located therein, including, but not limited to, such easement as shall be necessary to operate, maintain, repair, rebuild, restore and replace, as necessary, such Unit Owner's Unit.

15.2 Each Unit Owner shall have, in common with all other Unit Owners, an easement for ingress and egress through the Building, and for the use of any Common Element, to the extent necessitated by an emergency.

15.3 The Condominium Boards shall have, and each Unit shall be subject to, an easement: (a) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace the Common Elements or Limited Common Elements located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere on the Property, and (b) to maintain any encroachment on any Unit or Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the Units, the Common Elements or the Limited Common Elements; provided that access to any Unit or the Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere, to the extent practicable, with the use of the Units for their permitted purposes. Such entry shall be permitted on not less than three days' notice, except that no notice will be necessary in the case of an emergency.

15.4 Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

15.5 Declarant or its designee and its successors and assigns shall, to the extent permitted by law, have an easement to erect, maintain, repair and replace, from time to time, one or more signs on the Property for the purposes of advertising (i) the sale or lease of any Unsold Unit, and (ii) the operation of any business of a tenant or occupant of any Unsold Units.

15.6 Declarant has an easement to use the sidewalks and walkways surrounding portions of the Building for purposes permitted by law.

15.7 Declarant or its designee and the Condominium Board shall have the right to grant such additional electric, gas, telephone, internet, cable, television, steam, ventilation or other easements for utilities or services or otherwise or relocate any easements in any portion of the Property, as Declarant or its designee, 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 to complete the Building as described in the Plan or for the general health or welfare of the owners, tenants and occupants of the appropriate Units, provided that such additional utilities or relocation of existing utilities will not prevent or unreasonably interfere with the use of the Units for their permitted purposes, and shall not result in the imposition of any mechanic's liens against any of the Units. Any company providing the utilities or services and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance aforementioned easements in order to install, maintain, operate, repair, replace and service such utilities and services provided such right of access shall be exercised in such manner as shall not unreasonably interfere with the use of the Units for their permitted purposes.

15.8 Declarant and its designee, assignee and licensees shall have, and the Units and Common Elements shall be subject to, an easement, (a) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace satellite dishes and similar equipment on the roof and facade of the Building and elsewhere on the Common Elements and the conduit and Facilities relating thereto, on other than those portions of the roof which constitute Common Elements or Limited Common Elements and to retain any and all income derived therefrom, (b) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace a billboard on the north lot line wall of the Building and elsewhere on the Common Elements and to retain any and all income derived therefrom, (c) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace a cash machine and/or similar equipment on the facade of the Building and elsewhere on the Common Elements and to retain any and all income derived therefrom, (d) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace a cell phone tower and similar equipment on the roof and facade of the Building and elsewhere on the Common Elements and the conduit and Facilities relating thereto, on other than those portions of the roof which constitute Common Elements or Limited Common Elements and to retain any and all income derived therefrom, and (e) to maintain any encroachment on any Unit, or any Common Elements or elsewhere on the Property resulting from the installation, operation, maintenance, alteration, rebuilding, restoration or replacement of any satellite dishes, billboards, cell phone towers or cash machine. The Condominium shall not be entitled to any portion of fees, compensation or other profits received by Declarant, its designees, assignees or licensees for the use of the aforesaid easements or equipment. Any satellite dishes, cell phone towers, billboards or cash machines or other facilities placed upon the roof and/or the facade of the Building and elsewhere on the Common Elements by Declarant, its designees, assignees or licensees shall be the exclusive property of Declarant, its designees, assignees or licensees and neither the Condominium nor other Unit Owners shall have any rights with respect thereto. Notwithstanding the foregoing, access to a Unit or Common Element in furtherance of such easement shall be exercised in a manner so as to 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 notice is necessary in the case of an emergency.

15.9 The Condominium and the Building shall be designated and known as "**The Dwyer Condominium**." For so long as Declarant owns any Units in the Building, Declarant shall own and control all rights and interests, and shall be responsible for all obligations and liabilities, appurtenant to the name of the Condominium and/or the Building. For so long as Declarant owns any Units in the Building, only Declarant shall have the right to change or assign the name of the Condominium and/or the Building.

ARTICLE 16

POWER OF ATTORNEY

16.1 Each Unit Owner shall grant to the persons who shall from time to time constitute the Condominium Boards an irrevocable power of attorney, coupled with an interest (in such form and content as the Condominium Board shall determine) following due authorization (if required) from the Unit Owners (a) to acquire or lease any Unit, together with its Appurtenant Interests (as defined hereinafter), whose owner desires to sell, convey, transfer, assign, lease or surrender the same, or which becomes the subject of a foreclosure or other similar sale, on such terms and at such price or rental, as the case may be, as the attorneys-in-fact deem proper, in the name of the Condominium Boards or their designee, corporate or otherwise, on behalf of all Unit Owners, and after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Unit so acquired, or to sublease any Unit so leased, without the necessity of further authorization by the Unit Owners, on such terms as the attorneys-in-fact may determine, (b) to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to Units, including retaining counsel and taking any other actions which the Condominium Board deems necessary or appropriate and (c) to execute, acknowledge and deliver any declaration or other instrument affecting the Condominium which 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 any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Condominium or the Common Elements which the Condominium Board deems necessary or appropriate.

16.2 Each Unit Owner shall grant to Declarant a power of attorney to amend the Condominium Declaration to effectuate the rights granted to Declarant under the Declaration.

ARTICLE 17

ACQUISITION OF UNITS BY THE BOARD

If (a) any Unit Owner surrenders such Unit Owner's Unit, together with (i) the undivided interest in the Common Elements and Limited Common Elements appurtenant thereto, (ii) the interest of such Unit Owner in any other Units theretofore acquired by the Condominium Board or its

designee, corporate or otherwise, on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any, and (iii) the interest of such Unit Owner in any other assets of the Condominium (such interests in (i), (ii) and (iii) being hereinafter collectively called the "Appurtenant Interests"), pursuant to the provisions of Section 339-x of the Condominium Act, (b) the Condominium Board, pursuant to Article 13 of the Bylaws, acquires or leases a Unit, together with the Appurtenant Interests, or (c) the Condominium Board purchases, at a foreclosure or other similar sale, a Unit, together with the Appurtenant Interests, then, in any such event, title to any such Unit, together with the 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 interests in the Common Elements. The lease or sublease covering any Unit leased or subleased by the Condominium Board or its designee shall be held by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective interest in the Common Elements.

ARTICLE 18

COVENANTS RUNNING WITH THE LAND

18.1 All provisions of this Declaration, the Bylaws and the House Rules which are annexed hereto and made a part hereof, including, without limitation, the provisions of this Article, 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 hereof and thereof shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and such Unit Owner's 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 or any other third party. All present and future owners, tenants, subtenants, licensees, and other occupants of Units shall be subject to the provisions of this Declaration, the Bylaws and the House Rules, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or sublease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the Bylaws and the House Rules, as they may be amended from time to time, are accepted and ratified by such owner, tenant, subtenant, 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 or conveyance or lease or use and occupancy agreement thereof.

18.2 If any provision of this Declaration or the Bylaws is invalid under, or would cause this Declaration and the Bylaws 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 Bylaws, 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 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 Bylaws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision which is necessary to cause this Declaration and the Bylaws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from this Declaration or the Bylaws, then such provision shall be deemed included as part of this Declaration or the Bylaws, as the case may be, for the purposes of submitting the Property to the provisions of the Condominium Act.

18.3 If this Declaration and the Bylaws are insufficient to submit the Property to the provisions of the Condominium Act, the provisions of this Declaration and the Bylaws shall nevertheless be valid and binding upon and 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 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 Bylaws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land.

ARTICLE 19

AMENDMENTS OF DECLARATION

19.1 Subject to the provisions contained herein or in the Bylaws with respect to amendments, modifications, additions or deletions affecting Declarant or its designee or any Unsold Units, any provision of this Declaration may be added to, amended, modified or deleted by the vote of at least 80% in number and in Common Interest of all Unit Owners taken in accordance with the provisions of the Bylaws. Subject to the provisions contained herein or in the Bylaws with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, or any Unsold Units, no amendment, modification, addition or deletion pursuant to the provisions of the immediately preceding sentence shall be effective without (a) the written consent (which consent shall not be unreasonably withheld or delayed) of the Mortgage Representatives, if any, and (b) the written consent of Declarant, until such time as Declarant and its designees have conveyed title to all Units, provided that in no event shall Declarant's consent be required more than five years after the date fee title to a Unit is first conveyed to a purchaser by Declarant or its designees pursuant to an offering plan. In addition, no such amendment, modification, addition or deletion shall be effective until recorded in the Register's Office. Subject to the provisions contained herein or in the Bylaws with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, or any Unsold Units, any such amendment, modification, addition or deletion shall be executed by the Condominium Board as attorney-in-fact for the Unit Owners, coupled with an interest, which Condominium Board is hereby authorized by such Unit Owners so to act as their attorney-in-fact.

19.2 If the number of rooms in an Unsold Unit is changed, or the use, size and/or number of Unsold Units is changed (whether as a result of a subdivision or combination of Unsold Units or alteration of boundary walls between Unsold Units, or otherwise) and the appurtenant percentage interests of Units in the Common Elements are reapportioned as a result thereof, all in accordance with Article 10 hereof, then Declarant or its designee causing such changes shall have the right to

execute, or (upon its request) to require any other Unit Owner or any Board to execute, and record in the Register's Office and elsewhere, if required by law, an amendment to this Declaration (together with such other documents as Declarant or its designee causing such changes deems appropriate to effectuate the same) reflecting such change in the number of rooms in an Unsold Unit or in the use, size and/or number of Unsold Units (whether as a result of said subdivision, combination, alteration or otherwise) and the reapportionment of the percentage interests of Units in the Common Elements resulting therefrom, all without the approval of the Board, the Unit Owners or the Mortgage Representatives, if any. In addition, if any Unit Owner other than Declarant or its designee causing such changes is given the right by the Condominium Board to make the changes described in this Section 19.2 with respect to such Unit Owner's Unit or Units, all in accordance with Article 10 hereof, then such Unit Owner shall have the right to require the Condominium Board to execute, and record in the Register's Office and elsewhere, if required by law, any amendment to this Declaration and other documents which are necessary or appropriate (in the reasonable judgment of the Condominium Board) to reflect the changes made by the Unit Owner, all without the approval of the Condominium Board, other Unit Owners or the Mortgage Representatives, if any. Nothing contained in this Section shall be construed to mean that the Common Interest appurtenant to any Unit not subject to any change may be reapportioned without the written consent of the Owner of such Unit.

19.3 The provisions of Sections 19.1 and 19.2 hereof may not be modified, amended, added to or deleted, in whole or in part, without the consent of Declarant or its designee.

19.4 Amendments, modifications, additions or deletions of or to this Declaration are subject in all respects to Section 12.2 of the Bylaws, which is incorporated herein by reference.

ARTICLE 20

TERMINATION OF CONDOMINIUM

The Condominium shall continue and the Property shall not be subject to an action for partition (unless terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the Bylaws) until such time as withdrawal of the Property from the provisions of the Condominium Act is authorized by a vote of at least 80% in number and in Common Interest of all Unit Owners. No such vote shall be effective, however, (a) without the written consent (which consent shall not be unreasonably withheld or delayed) of the Mortgage Representatives, if any, and (b) without the written consent of Declarant, until such time as Declarant and its designees have conveyed title to all Units, provided that in no event shall Declarant's consent be required more than five years after the date fee title to a Unit is first conveyed to a purchaser by Declarant or its designees pursuant to an offering plan. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective Common Interests; provided, however, that no payments shall be made to a Unit Owner until there has first been paid from out of such Unit Owner's share of such net proceeds all liens on such Unit Owner's Unit (other than mortgages which are not Permitted

Mortgages), in the order of priority of such liens.

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, irrespective of the number of violations or breaches which may occur.

ARTICLE 22

CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

ARTICLE 23

CERTAIN REFERENCES

23.1 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.

23.2 The terms "herein", "hereof", "hereunder", or similar terms used in this Declaration refer to this entire Declaration and not to the particular provision in which the terms are used, unless the context otherwise requires.

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

ARTICLE 24

SEVERABILITY

Subject to the provisions of Sections 18.2 and 18.3 hereof, if any provision of this Declaration is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Declaration and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Declaration shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by law.

ARTICLE 25

COVENANT OF FURTHER ASSURANCES

25.1 Any party which is subject to the terms of this Declaration, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of any Board or otherwise, shall, upon prior reasonable written request at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action as such other party 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.

25.2 If a Unit Owner, a Condominium Board or any other party which is subject to the terms of this Declaration fails, within ten (10) days after request therefor, to execute, acknowledge or deliver any instrument, or to take any action which the Condominium Board, Unit Owner or party is required to execute, acknowledge and deliver or to take pursuant to this Declaration, then the Condominium Board which represents such Unit Owner, Condominium Board or other party is hereby authorized as attorney-in-fact for such Unit Owner, Condominium Board or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner, Condominium Board or other party and such document or action shall be binding on such Unit Owner, Condominium Board or other party.

25.3 If a Unit Owner, the Condominium Board or any other party which is subject to the terms of this Declaration fails, within 10 days after request therefor, to execute, acknowledge or delivery any instrument, or to take any action which such Unit Owner, Condominium Board or party is required to execute, acknowledge and deliver pursuant to this Declaration at the request of Declarant or its designee, then Declarant or its designee is hereby authorized, as attorney-in-fact for such Unit Owner, Condominium Board or other party, coupled with an interest, to execute, acknowledge and deliver such instrument or to take such action in the name of such Unit Owner, Condominium Board or other party and such document or action shall be binding on such Unit Owner, Condominium Board or other party, as the case may be.

ARTICLE 26

SUCCESSORS AND ASSIGNS

Except as set forth herein or in the Bylaws to the contrary, the rights and/or obligations of Declarant or its designee as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Declarant or its designee (not including Purchasers of Units pursuant to the Plan), or, with the consent of Declarant or its designee, any transferee of some or all of the then

Unsold Units then owned by Declarant or its designee, as the case may be. Subject to the foregoing, Declarant or its designee, as the case may be, shall have the right, at any time, in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by sale, merger, consolidation, lease, assignment or otherwise.

ARTICLE 27

CONSENTS

Whenever the consent, approval, satisfaction or permission of Declarant or its designee is required under this Declaration or the Bylaws, such consent, approval, satisfaction or permission will not be required when Declarant or such designee no longer owns any Units.

ARTICLE 28

INCORPORATION BY REFERENCE

The terms, covenants, 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 Definitions annexed hereto as **Exhibit C**; (iv) the Bylaws annexed hereto as **Exhibit D**; and (v) the Floor Plans, are each incorporated herein by this reference and made a part of this Declaration as if set forth at length in the text hereof.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the 1st day of ~~January~~ February, 2008.

258 SAINT NICHOLAS AVENUE LLC
By: 123 St. Partners LLC, Member

By: _____
John Cross, Member

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF Westchester)

On the 1 day of ~~January~~ February in the year 2008, before me, the undersigned, a Notary Public in and for said State, personally appeared John Cross, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

MATTHEW INGBER
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN WESTCHESTER COUNTY
NO. 01IN6019967
MY COMMISSION EXPIRES 02-16-2011

Notary Public

Exhibit A

Description of the Land



EXHIBIT A

PARCEL A (Block 1950 Lot 24):

ALL THAT CERTAIN plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of West 123rd Street with the easterly side of St. Nicholas Avenue;

RUNNING THENCE northerly along the said easterly side of St. Nicholas Avenue, 88 feet 9-1/2 inches;

THENCE easterly and parallel with the said northerly side of West 123rd Street, 110 feet 8-1/2 inches;

THENCE northerly and at right angles with the said northerly side of West 123rd Street, 25 feet 3 inches to the center line of the block;

~~THENCE easterly along the center line of the block, 25 feet;~~

THENCE southerly and at right angles to the said northerly side of West 123rd Street, 100 feet 11 inches to the said northerly side of West 123rd Street; and

RUNNING THENCE westerly along the said northerly side of West 123rd Street, 89 feet 3 inches to the point or place of BEGINNING.

For information only: Said premises known as 258-264 St. Nicholas Avenue and 309-315 West 123rd Street and designated as Block 1950 Lot 24 on the Tax Map of the City of New York, County of New York.

Exhibit B

Description of the Units

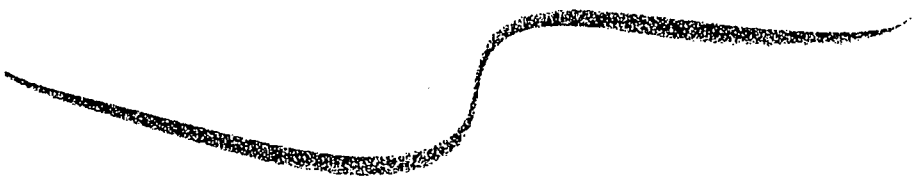


EXHIBIT B
TO THE DECLARATION
THE DWYER CONDOMINIUM
258 St. Nicholas Avenue, New York, NY 10027

Unit Designation	Floor/ Location	Number of Rooms Bedrooms/Baths	Percentage of Commercial Common Interest	Percentage of Residential Common Interest	Percentage of Total Common Interest	Tax Lot #	Permitted Use	Approximate Square Foot Area	Limited Common Elements
NR1	Concourse & 1		59.31%		8.79%	1001	Non-Residential	5,933	1,436
NR2	Concourse & 1		40.69%		6.03%	1002	Non-Residential	5,068	938
1A	1	2Br-1Bath		1.53%	1.29%	1003	Residential	1,065	373
2A	2	1 Br - 2Bath		2.70%	2.30%	1004	Residential	1,896	
2B	2	2 Br -2Bath		2.37%	2.02%	1005	Residential	1,665	
2C	2	1 Br - 2Bath		1.87%	1.59%	1006	Residential	1,313	
2D	2	1 Br - 2Bath		1.83%	1.56%	1007	Residential	1,286	
2E	2	1 Br-1Bath		1.28%	1.09%	1008	Residential	901	69
2F	2	0 Br - 1Bath		1.08%	0.92%	1009	Residential	758	
3A	3	1 Br - 2Bath		2.70%	2.30%	1010	Residential	1,896	
3B	3	2 Br - 2Bath		2.37%	2.02%	1011	Residential	1,665	
3C	3	1 Br - 2Bath		1.87%	1.59%	1012	Residential	1,313	
3D	3	1 Br - 2Bath		1.83%	1.56%	1013	Residential	1,286	
3E	3	1 Br - 1Bath		1.28%	1.09%	1014	Residential	901	69
3F	3	0 Br - 1Bath		1.08%	0.92%	1015	Residential	758	
4A	4	1 Br - 2Bath		2.74%	2.34%	1016	Residential	1,925	
4B	4	2 Br - 2Bath		2.37%	2.02%	1017	Residential	1,665	
4C	4	1 Br - 2Bath		1.87%	1.59%	1018	Residential	1,313	
4D	4	1 Br - 2Bath		1.88%	1.60%	1019	Residential	1,320	
4E	4	1 Br - 1Bath		1.36%	1.16%	1020	Residential	958	69
4F	4	0 Br - 1Bath		1.17%	1.00%	1021	Residential	821	
5A	5	1 Br - 2Bath		2.74%	2.34%	1022	Residential	1,925	
5B	5	2 Br - 2Bath		2.37%	2.02%	1023	Residential	1,665	
5C	5	1 Br - 2Bath		1.87%	1.59%	1024	Residential	1,313	
5D	5	1 Br - 2Bath		1.88%	1.60%	1025	Residential	1,320	
5E	5	1 Br - 1Bath		1.36%	1.16%	1026	Residential	958	69
5F	5	0 Br - 1Bath		1.17%	1.00%	1027	Residential	821	
6A	6	1 Br - 2Bath		2.74%	2.34%	1028	Residential	1,925	
6B	6	2 Br - 2Bath		2.37%	2.02%	1029	Residential	1,665	
6C	6	1 Br - 2Bath		1.87%	1.59%	1030	Residential	1,313	
6D	6	1 Br - 2Bath		1.88%	1.60%	1031	Residential	1,320	
6E	6	1 Br - 1Bath		1.36%	1.16%	1032	Residential	958	69
6F	6	0 Br - 1Bath		1.17%	1.00%	1033	Residential	821	

EXHIBIT B
TO THE DECLARATION
THE DWYER CONDOMINIUM
258 St. Nicholas Avenue, New York, NY 10027

Unit Designation	Floor/ Location	Number of Rooms Bedrooms/Baths	Percentage of Commercial Common Interest	Percentage of Residential Common Interest	Percentage of Total Common Interest	Tax Lot #	Permitted Use	Approximate Square Foot Area	Limited Common Elements
7A	7	1 Br - 2Bath		2.76%	2.34%	1034	Residential	1,925	
7B	7	2 Br - 2Bath		2.37%	2.02%	1035	Residential	1,665	
7C	7	1 Br - 2Bath		1.87%	1.59%	1036	Residential	1,313	
7D	7	1Br-2Bath		1.88%	1.60%	1037	Residential	1,320	
7E	7	1 Br - 1Bath		1.36%	1.16%	1038	Residential	958	69
7F	7	0 Br - 1Bath		1.17%	1.00%	1039	Residential	821	
8A	8	1 Br - 2Bath		2.74%	2.34%	1040	Residential	1,925	
8B	8	2 Br - 2Bath		2.37%	2.02%	1041	Residential	1,665	
8C	8	1 Br - 2Bath		1.87%	1.59%	1042	Residential	1,313	
8D	8	1Br - 2Bath		1.88%	1.60%	1043	Residential	1,320	
8E	8	1 Br -1Bath		1.36%	1.16%	1044	Residential	958	69
8F	8	0 Br - 1Bath		1.17%	1.00%	1045	Residential	821	
9A	9	1 Br - 2Bath		2.74%	2.34%	1046	Residential	1,925	
9B	9	2 Br - 2Bath		2.37%	2.02%	1047	Residential	1,665	
9C	9	1 Br - 2Bath		1.87%	1.59%	1048	Residential	1,313	
9D	9	1 Br - 2Bath		1.88%	1.60%	1049	Residential	1,320	
9E	9	1 Br -1Bath		1.36%	1.16%	1050	Residential	958	69
PHA	PH	1 Br - 2Bath		2.80%	2.37%	1051	Residential	1,954	1,235
PHB	PH	2 Br - 2Bath		1.97%	1.68%	1052	Residential	1,383	800
PHC	PH	2Br-2Bath		2.42%	2.06%	1053	Residential	1,698	373
PHD	9 & PH	1 Br - 2Bath		1.83%	1.56%	1054	Residential	1,283	90
			100.00%	100.00%	100.00%			81,213	5797

Exhibit C

Definitions

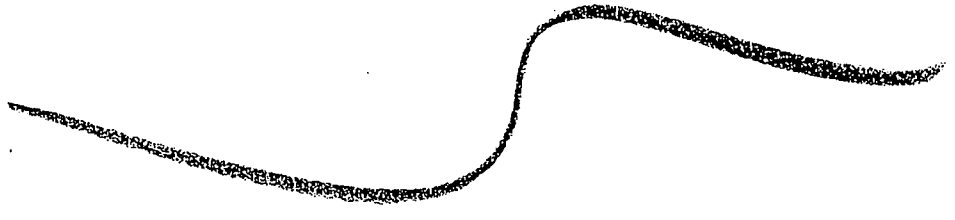


EXHIBIT C

DEFINITIONS

"Appurtenant Interest"-		With respect to any Unit, the undivided interest of the owner thereof, pursuant to the terms of Section 339-x of the Condominium Act, in and to: (i) the Common Elements; (ii) any other Units owned or leased at the time in question by the Board of Managers 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.
"Assessments"	-	The charges allocated and assessed by the Board of Managers to the Unit Owners, pro rata, in accordance with their respective Common Interest.
"Board of Managers"	-	The board of managers of the Condominium.
"Building:	-	The structure located at 258 St. Nicholas Avenue, New York , New York.
"Closing"	-	The time, place and procedure by which fee title to the Unit in question is conveyed to a Purchaser pursuant to a fully executed Purchase Agreement.
"Closing Date"	-	The date on which a Closing occurs.
"Common Elements"	-	All portions of the Property other than Units. Common Elements are comprised of General Common Elements, Residential Common Elements, Non-Residential Common Elements and Limited Common Elements.
"Common Expenses"	-	Costs and expenses incurred or projected in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Common Elements.
"Common Interest"	-	Individually or collectively, the General Common Interest, Residential Common Interest and/or Non-Residential Common Interest, as applicable, appertaining to each Unit as expressed in the Declaration.
"Condominium"	-	A form of ownership of real property in which individual Units as component parts of a whole are owned in fee simple with the right of exclusive use, by separate individuals or entities, which separate individuals and/or entities jointly own those parts of the whole

designated as Common Elements. In the context of this Offering Plan "Condominium" specifically refers to The Dwyer Condominium.

"Condominium Act" - Article 9-B of the Real Property Law of the State of New York, as the same may be amended from time to time.

"Condominium Documents" - The Declaration and all Schedules thereto, the By-Laws, the Rules and Regulations, the Floor Plans, form of Unit Deed and the form of Unit Owners Power of Attorney.

"Declaration" - The instrument, as may be amended from time to time, by which the Property is submitted to the provisions of the New York State Condominium Act, consistent with the provisions of the New York Condominium Act and the By-Laws.

"Facility" or "Facilities" - All items which serve the Building, the Units or the Common Elements including, without limitation, the following (grouped more or less functionally) which are set forth only for purposes of illustrating the broad scope of that term: system, equipment, apparatus, converter, radiator, heater, heat exchanger, mechanism, device, machinery, motor, pump, control, tank or tank assembly, insulation, induction unit, condenser, compressor, fan, damper, blower, thermostat, thermometer, coil, vent, sensor, shut-off valve or other valve, gong, panel, receptacle, outlet, relay, alarm, sprinkler head, electric distribution facility, wiring, wireway, switch, switchboard, circuit breaker, transformer, fitting, siamese connection, hose, plumbing fixture, lighting fixture, other fixture, bulb, sign, telephone, meter, meter assembly, scaffolding, piping, line, duct, conduit, cable, riser, main shaft, pit, flue, lock or other hardware, rack, screen, strainer, trap, drain, catch basin, leader, filter, canopy, incinerator, closet, cabinet, door, railing, coping, step, furniture, mirror, furnishing, appurtenance, urn, basket, mail box, carpeting, tile or other floor covering, drapery, shade or other window covering, wallpaper or other wall covering, tree, shrubbery, flower or other planting and horticulture tub or box.

"First Unit Closing" - The first time by which fee title to a Unit is conveyed to a Purchaser pursuant to a fully executed Purchase Agreement.

"Floor Plans" - The floor plans of the Units certified by a registered architect or licensed professional engineer, and filed in the Register's Office simultaneously with the recording of the Declaration, together with any supplemental floor plans thereto.

"General Common Charges"	-	Assessments payable to the Condominium Board by the Unit Owners for the purpose of meeting General Common Expenses.
"General Common Elements"	-	Those rooms, areas, corridors, spaces and other parts of the Property, Building and all Facilities therein for the common use and benefit of all Units and the Unit Owners.
"General Common Expenses"	-	Costs and expenses attributable to the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the General Common Elements
"General Common Interest"	-	The proportionate, undivided interest in fee simple absolute in the General Common Elements appertaining to each Unit as expressed in the Declaration.
"House Rules"	-	The rules and regulations of the Residential Section of the Condominium, which are 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.
"Insurance Trustee"	-	A bank, a trust company or savings and loan association, having an office in the City of New York, from time to time appointed to serve as such by the Condominium Board.
"Inspection Statement"	-	Prior to a scheduled Closing Purchaser may inspect his/her Unit. At the conclusion of the inspection Purchaser shall date and sign the an inspection statement confirming Purchaser's acceptance of the Unit in its then "as is" condition subject to the sellers agreement to repair or replace noted items.
"Land"	-	All that certain tract, plot, piece and parcel of land situate, lying and being in the City of New York, County of New York, State of New York, as more particularly described in Schedule A to the Declaration.
"Law"	-	The laws and ordinances of any or all of the Federal, New York State, New York City, and New York County governments, the rules,

regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies, or offices thereof or of any other governmental, public, or quasi-public authorities having jurisdiction over the Property and/or the Condominium, and/or the direction of any public officer pursuant to law.

"Limited Common Elements" - Those Common Elements which serve or benefit exclusively one or more but not all of the Units and/or the Unit Owners including but not limited to terraces.

"Majority" - Majority of Unit Owners means either (i) more than fifty per cent in Common Interest in the aggregate, or (ii) more than fifty per cent in number of Units in the aggregate, or (iii) more than fifty per cent in the aggregate in both Common Interest and in number of Units, as may be specified herein or in the Declaration or the By-Laws with respect to any matter or matters. Any specified percentage of Unit Owners means (i) such percentage in Common Interest in the aggregate, or (ii) such percentage in number of Units in the aggregate, or (iii) such percentage in Common Interest and such percentage in number of Units, as may be specified herein or in the Declaration or the By-Laws with respect to any matter or matters, provided, however, that different percentages in interest and in number of Units may be so specified.

"Managing Agent" - A person employed by the Condominium Board, who shall undertake to perform the duties and services that the Board shall direct and who shall have whatever powers the Board shall delegate, subject to the limitations contained in the Condominium's By-Laws.

"Non-Residential Board of Managers" or "Non-Residential Board" - The board of managers of the Non-Residential Section of the Condominium.

"Non-Residential Common Charges" - Assessments payable to the Non-Residential Board by the Unit Owners for the purpose of meeting (a) Non-Residential Common Expenses, and (b) the Non-Residential Unit Owners' pro rata share of General Common Charges.

"Non-Residential Common Elements" - Those rooms, areas, corridors, spaces and other parts of the Property, Building and all Facilities therein for the common use and benefit of the Non-Residential Units and the Non-Residential Unit Owners.

"Non-Residential Common Expenses"	-	Costs and expenses attributable to the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Non-Residential Common Elements.
"Non-Residential Common Interest"	-	The proportionate, undivided interest in fee simple absolute in the Non-Residential Common Elements appertaining to each Non-Residential Unit as expressed in the Declaration. The Non-Residential Common Interest is the basis for determining a Non-Residential Unit Owner's liability for a share of the Non-Residential Common Expenses.
"Non-Residential Section"	-	That portion or those portions of the Building containing the Non-Residential Units, Non-Residential Common Elements and Limited Common Elements reserved for the exclusive use and benefit of one of the Non-Residential Units.
"Non-Residential Unit"	-	A Unit located in the Condominium, which pursuant to the New York City Zoning Resolution may only be used for non-residential purposes.
"Non-Residential Unit Owner"	-	Any owner of a Non-Residential Unit, and all such owners are, collectively, referred to as "Non-Residential Unit Owners."
"Offering Plan"	-	The document filed with the New York State Department of Law which describes the condominium property and pursuant to which individual Units in the Condominium are offered for sale, as the same may be amended from time to time. Sometimes herein referred to as the "Plan."
"Operation of the Property"	-	The administration and operation of the Property and the maintenance, repair and replacement of, and the making of any additions and improvements to, the Common Elements.
"Permitted Mortgage"	-	Refers to a mortgage placed on a Unit made to a bank, trust company, insurance company, federal savings and loan association, pension

fund or other institutional lender, the Declarant, Declarant-designee or the Seller of the Unit.

"Permitted Mortgagee"- Refers to the holder of a Permitted Mortgage.

"Person" - A natural person, corporation, partnership, association, trustee or other legal entity.

"Power of Attorney" - The document, signed by Unit Owners, which appoints:

(i) the Board of Managers as attorney-in-fact to acquire, on behalf of all Unit Owners, any Unit the Unit Owner of which wishes to sell or abandon together with the Appurtenant Interests thereto and to deal with any such Units so acquired as they may determine.

(ii) the Declarant, as attorney-in-fact, to amend the Declaration, the By-Laws, and the Rules and Regulations of the Condominium or any of said documents under certain conditions set forth in the Power of Attorney.

"Premises" or "Property" - Means and includes the Land, located at 258 St. Nicholas Avenue, New York, New York, and will include the Building and all other improvements thereon, (i) owned in fee simple absolute, and (ii) all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, which have been or are intended to be submitted to the provisions of the New York State Condominium Act.

"Purchaser" - Any Person who has entered into an agreement with Declarant to purchase any Unit and is not in default thereunder.

"Recording officer" and "Recording" or "Recorded" - Shall have the meanings stated in section two hundred ninety of the New York State Real Property Law.

"Residential Board of Managers" or "Residential Board" - The board of managers of the Residential Section of the Condominium.

"Residential Common

Charges"	-	Assessments payable to the Residential Board by the Unit Owners for the purpose of meeting (a) Residential Common Expenses, and (b) the Residential Unit Owners' pro rata share of General Common Charges.
"Residential Common Elements"	-	Those rooms, areas, corridors, spaces and other parts of the Property, Building and all Facilities therein for the common use and benefit of the Residential Units and the Residential Unit Owners.
"Residential Common Expenses"	-	Costs and expenses attributable to the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Residential Common Elements.
"Residential Common Interest"	-	The proportionate, undivided interest in fee simple absolute in the Residential Common Elements appertaining to each Residential Unit as expressed in the Declaration. The Residential Common Interest is the basis for determining a Residential Unit Owner's liability for a share of the Residential Common Expenses.
"Residential Section"	-	That portion of the Building containing the Residential Units, Residential Common Elements and Limited Common Elements reserved for the exclusive use and benefit of one or more (but not all) of the Residential Units.
"Residential Unit"	-	Any of the fifty- two (52) residential units in the Building (including the Superintendent's Unit) designated as such in the Declaration. The term "Residential Units" shall mean more than one or all of the Residential Units.
"Residential Unit Owner"	-	Any owner of a Residential Unit, and all such owners are, collectively, referred to as "Residential Unit Owner."
"Selling Agent"	-	Society Estates Inc., or any successor selling agent at the time in question.
"Sponsor"	-	The promoter of the project and/or Offering Plan to convert a particular parcel of property to Condominium Ownership; 258 Saint Nicholas Avenue LLC, is the Sponsor of this Offering Plan.

"Declarant-designee"	-	Any Person designated by Declarant to hold title to any Unit. Declarant's statement in writing that a Person is a Declarant-designee shall be conclusive evidence of such status so as to entitle such Person to all the rights of a Declarant-designee under this Offering Plan. A Declarant-designee shall have the right to designate a Person to succeed to its rights and any such designee shall also be deemed a "Declarant-designee."
"Superintendent's Unit"	-	Declarant will sell Residential Unit 1 in the Condominium to the Board of Managers, to be used as the Superintendent's residence. Declarant reserves the right, in its sole discretion prior to the First Unit Closing, to choose a different Residential Unit other than Unit 1 to sell to the Condominium as the Superintendent's apartment, in lieu of Unit 1.
"Unit"	-	Any space in the Building designated as a Unit. Such Units are a part of the Property intended for any type of legal use or uses, and adjoin an exit to a public street or highway or a Common Element or elements leading to a public street or highway, and may include such appurtenances as a terrace.
"Unit Deed"	-	The deed transferring title to a specified Unit from Declarant to Purchaser in fee simple absolute.
"Unit Designation"	-	The number, letter or combination thereof or other official designations conforming to the tax lot number, if any, designating the unit in the Declaration and on the Floor Plans.
"Unit Owner"	-	The person or persons, or entity owning a Unit in fee simple absolute also sometimes referred to as a Residential Unit Owner.
"Unsold Units"	-	Any Unit owned by Declarant or its designee at the time in question.

Exhibit D

By-laws and House Rules



BY-LAWS
OF
THE DWYER CONDOMINIUM

ARTICLE 1

GENERAL

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 Dwyer Condominium (the "Condominium"). The Condominium covers the property (the "Property") consisting of approximately 9,218 square feet of land (the "Land") which forms Block 1950 f/k/a Lot24, n/k/a Block: 1950, Lots: 1001-1054 of Section 7 on the Tax Map of the Borough of Manhattan, City, County and State of New York, the buildings and other improvements now or hereafter to be constructed thereon or therein, as the case may be (hereinafter collectively called the "Building"), including, without limitation, the Units and the Common Elements, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, all of which have been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the recording of a Declaration (which, as the same may be amended from time to time, is herein called the "Declaration") in the New York County Office of the Register of The City of New York ("City Register's Office"), together with these By-Laws. All terms used herein including, but not limited to, "Declarant" which are not separately defined herein, shall have the meanings given to those terms in the Declaration.

1.2 Applicability of By-Laws. These By-Laws are applicable to the Property and to the use and occupancy thereof. All present and future Unit Owners, mortgagees, lessees, sublessees and other occupants of Units and employees and guests of Unit Owners, as well as all other persons who may use the facilities of the Property, are and shall be subject to the Declaration and these By-Laws (as hereinafter defined). The acceptance of a deed or 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 these By-Laws and the Declaration as they may be amended from time to time, are accepted and ratified.

1.3 Principal Office of Condominium. The principal office of the Condominium shall be located within the Property or at such other place within the Borough of Manhattan reasonably convenient thereto, as may be designated from time to time by the Condominium Board (as hereinafter defined).

ARTICLE 2

BOARD OF MANAGERS

2.1 Number, Term and Qualification.

2.1.1 As more particularly set forth in Section 2.2, the affairs of the Condominium shall be governed by a board of managers of the Condominium (the "Condominium Board"). From and after the first annual meetings of the Non-Residential Unit Owners, the Non-Residential Board of Managers (the "Non-Residential Board") shall consist of two (2) persons elected by the Non-Residential Unit Owners, and the Residential Board of Managers (the "Residential Board") shall consist of five (5) persons elected by the Residential Unit Owners. The Condominium Board shall consist of the seven (7) persons comprising, respectively, the Non-Residential Board and Reidential Board. The Condominium Board, the Non-Residential Board and the Residential Board, are sometimes referred to herein collectively as the "Boards" and individually as a "Board."

2.1.2 Each member of the Non-Residential Board and the Residential Board, shall be elected at a separate annual meeting of the Non-Residential Unit Owners and the Residential Unit Owners, respectively and shall serve for a one (1) year term. There shall be no limit on the number of successive terms a Board member may serve.

2.1.3 Except for Board members elected or designated by Declarant (a) all members of the Non-Residential Board shall be either Non-Residential Unit Owners or officers, directors, shareholders, partners, principals, members, trustees, employees or beneficiaries of corporations, partnerships, limited liability companies fiduciaries or any other entities which own a Non-Residential Unit, or a managing agent for such Non-Residential Unit Owner or an employee thereof, and (b) all members of the Residential Board shall be either a Residential Unit Owner or an officer, directors, members, managers, shareholders, partners, principals, employees or beneficiaries of corporations, partnerships, fiduciaries of the Declarant or a Designee of the Declarant which owns a Residential Unit or a managing agent for such Declarant or Declarant's Designee or an employee thereof. Other than Board members elected or designated by Declarant or its designee no Board member shall continue to serve after such member ceases to be qualified as set forth above.

2.2 Powers and Duties

2.2.1 The Boards shall each have the powers and duties necessary for or incidental to the administration of the affairs of, respectively, the Residential Section, the Non-Residential Section and the Condominium (except such powers and duties which by law, the Declaration or these By-Laws may not be delegated to the Boards by the Unit Owners). All determinations, however, which (a) affect only the Non-Residential Section and do not adversely affect the Residential Section or the use of the Residential Section for its permitted purposes, shall be made by the Non-Residential Board, and (b) affect only the Residential Section and do not adversely affect the Non-Residential Section or the use of the Non-Residential Section for its permitted purposes, shall be made by the Residential Board. All other determinations with respect to the administration of the affairs of the Condominium including, without limitation, determinations which (i) relate to the Non-

Residential Section and adversely affect the Residential Section, or (ii) relate to the Residential Section and adversely affect the Non-Residential Section, or (iii) relate to or affect the General Common Elements, shall be made by the Condominium Board. Any dispute between the Residential Board and the Non-Residential Board with respect to whether the Residential Board or the Non-Residential Board shall be entitled to make any determination shall be settled by Arbitration (as hereinafter defined); provided, however, that no such dispute with respect to whether the determination of one adversely affects the other shall be deemed to exist unless the objecting party specifies the grounds for its objection in writing to the other party within ten (10) business days of receipt by it of notice of such determination. In addition, any dispute between the Residential Board and the Non-Residential Board with respect to whether any matter is entitled to be determined by the Condominium Board shall be settled by Arbitration, which Arbitration shall be determined on the basis of what is in the best interests of the Condominium. As used herein the term "Arbitration" means arbitration conducted in accordance with the provisions of Article 10.

2.2.2 Subject to the provisions of Subsection 2.2.1, and without limiting the generality thereof, the Boards shall each have all powers and duties expressly set forth elsewhere in the Declaration and By-Laws and shall be entitled to make such determinations and take such actions and incur such liabilities as may be required to effectuate each Board's obligations under the Declaration and By-Laws.

2.2.2.1 The Condominium Board shall be entitled to make determinations with respect to the following matters:

(a) Operating, caring for, keeping up, maintaining, repairing and replacing of the General Common Elements, including contracts for utilities, services and supplies;

(b) Determining the amount of General Common Charges (as hereinafter defined).

(c) Employing and dismissing personnel necessary for the maintenance and operation of the General Common Elements.

(d) Making additions and improvements to, or alterations of, the General Common Elements.

(e) Making repairs and restorations of the General Common Elements or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings, subject to Section 6.3.

(f) Enforcing obligations of a Unit Owner.

(g) Opening and maintaining bank accounts on behalf of the Condominium (with respect to matters within its jurisdiction as provided in these By-

Laws) and designating signatories therefor.

(h) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss involves the loss of more than one Unit or the General Common Elements, as set forth in Section 6.2.

(i) Borrowing money on behalf of the Condominium, when required in connection with the operation, care, upkeep and maintenance of, or the making of repairs, replacements, restorations or additions to or alterations of, the General Common Elements; provided, however, that (i) the consent of 80% in Common Interest of all Unit Owners shall be required for any borrowing, and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the General Common Elements without the consent of the Owner of such Unit. If any sum borrowed by the Condominium Board pursuant to the authority contained in this subparagraph 2.2.2.1(i) is not repaid by said Board, a Unit Owner who pays to the creditor such proportion thereof as such Unit Owner's interest in the General Common Elements bears to the interest of all the Unit Owners in the General Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor has filed or has the right to file against such Unit Owner's Unit.

(j) Bringing actions on behalf of the Unit Owners, as their interests may appear, with respect to any cause of action relating to the General Common Elements, as the Condominium Board deems advisable.

(k) Organizing corporations or limited liability companies to act as designees of the Condominium Board with respect to such matters as such Board may determine.

(l) Executing, acknowledging and delivering in the name of the Condominium Board of (i) any declaration or other instrument affecting the Property which 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 Building, or (ii) any consent, covenant, restriction, easement or declaration affecting the Property which the Condominium Board deems necessary or appropriate.

(m) Preparing, executing and recording, on behalf of all Unit Owners, as their attorney-in-fact, coupled with an interest, a restatement of the Declaration and/or these By-Laws whenever in the Condominium Board's reasonable judgment, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the Declaration and/or these By-Laws.

(n) Obtaining and reviewing insurance for the Property, pursuant to the provisions of Section 6.2.

2.2.2.2 The Non-Residential Board shall be entitled to make determinations with respect to the following matters:

(a) Operating, caring for, keeping up, maintaining, repairing of the Non-Residential Section, including contracts for utilities, services and supplies;

(b) Determining the amount of Non-Residential Common Charges (as hereinafter defined), subject to the determination of the Condominium Board with respect to General Common Charges.

(c) Employing and dismissing personnel necessary for the maintenance and operation of the Non-Residential Common Elements.

(d) Making additions and improvements to, or alterations of, the Non-Residential Common Elements.

(e) Making repairs and restorations of the Non-Residential Common Elements located within the Non-Residential Section or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings, subject to Section 6.3.

(f) Opening and maintaining bank accounts on behalf of the Non-Residential Section (with respect to matters within its jurisdiction as provided in these By-Laws) and designating signatories therefor.

(g) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss involves the Non-Residential Section, as set forth in 6.2.

(h) Borrowing money on behalf of the Non-Residential Section, when required in connection with the operation, care, upkeep and maintenance of, or the making of repairs, replacements, restorations or additions to or alterations of, the Non-Residential Common Elements; provided, however, that (i) the consent of 80% in Common Interest of all Non-Residential Unit Owners shall be required for any borrowing, and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Non-Residential Common Elements without the consent of the owner of such Non-Residential Unit. If any sum borrowed by the Non-Residential Board pursuant to the authority contained in this subparagraph 2.2.2.1(h) is not repaid by said Board, a Unit Owner who pays to the creditor such proportion thereof as such Unit Owner's interest in the Non-Residential Common Elements bears to the interest of all of the Non-Residential Unit Owners in the Non-Residential Common Elements shall be entitled to obtain from the creditor a

release of any judgment or other lien which said creditor has filed or has the right to file against such Non-Residential Unit Owner's Unit.

(i) Bringing actions on behalf of the Non-Residential Unit Owners, as their interests may appear, with respect to any cause of action relating to the Non-Residential Common Elements, as the Non-Residential Board deems advisable.

(j) Organizing corporations or limited liability companies to act as designees of the Non-Residential Board with respect to such matters as the Non-Residential Board may determine.

(k) Executing, acknowledging and delivering of in the name of the Condominium Board (i) any declaration or other instrument affecting only the Non-Residential Section of the Property which the Non-Residential 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 Building, or (ii) any consent, covenant, restriction, easement or declaration affecting the Property which the Non-Residential Board deems necessary or appropriate.

2.2.2.3 The Residential Board shall be entitled to make determinations with respect to the following matters:

(a) Operating, caring for, keeping up, maintaining, repairing of the Residential Section, including contracts for utilities, services and supplies;

(b) Determining the amount of Residential Common Charges (as hereinafter defined), subject to the determination of the Condominium Board with respect to General Common Charges.

(c) Employing and dismissing personnel necessary for the maintenance and operation of the Residential Common Elements.

(d) Making additions and improvements to, or alterations of, the Residential Common Elements.

(e) Making repairs and restorations of the Residential Common Elements or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings, subject to Section 6.3.

(f) Opening and maintaining bank accounts on behalf of the

Residential Section (with respect to matters within its jurisdiction as provided in these By-Laws) and designating signatories therefor.

(g) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss involves the Residential Section, as set forth in 6.2.

(h) Borrowing money on behalf of the Residential Section, when required in connection with the operation, care, upkeep and maintenance of, or the making of repairs, replacements, restorations or additions to or alterations of, Residential Common Elements; provided, however, that (i) the consent of 80% in Common Interest of all Residential Unit Owners shall be required for any borrowing, and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Residential Common Elements without the consent of the owner of such Unit. If any sum borrowed by the Residential Board pursuant to the authority contained in this subparagraph 2.2.2.1(h) is not repaid by said Board, a Unit Owner who pays to the creditor such proportion thereof as such Unit Owner's interest in the Common Elements bears to the interest of all of the Residential Unit Owners in the Residential Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor has filed or has the right to file against such Residential Unit Owner's Unit.

(i) Bringing actions on behalf of the Residential Unit Owners, as their interests may appear, with respect to any cause of action relating to the Residential Common Elements, as the Residential Board deems advisable.

(j) Organizing corporations or limited liability companies to act as designees of the Residential Board with respect to such matters as the Residential Board may determine.

(k) Executing, acknowledging and delivering in the name of the Condominium Board (i) any declaration or other instrument affecting only the Residential Section of the Property which the Residential 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 Building, or (ii) any consent, covenant, restriction, easement or declaration affecting the Property which the Residential Board deems necessary or appropriate.

2.2.3 Notwithstanding anything to the contrary contained in these By-Laws, (a) so long as Declarant shall own one or more Units having, in the aggregate, at least ten (10%) percent of the total Common Interest of the Condominium, the Condominium Board may not, without Declarant's prior written approval: (i) make any addition, alteration or improvement to the General Common Elements; or (ii) increase or decrease the number, or change the kind of employees initially

hired for maintenance and operation of the General Common Elements of the Condominium; (b) so long as Declarant shall own one or more Non-Residential Units, the Non-Residential Board may not, without Declarant's prior written approval, (i) enter into any service or maintenance contract for work not covered in the initial projected budget for the Non-Residential Section or otherwise provide services in excess of those contemplated by such projected budget, except as is required to reflect normal annual increases in operating services; or (ii) borrow money on behalf of the Non-Residential Section; (iii) assess any Non-Residential Common Charges for the creation of a reserve for the Non-Residential Section; and (c) so long as Declarant shall own one or more Residential Units having, in the aggregate, at least ten (10%) percent of the total Residential Common Interest of the Condominium, the Residential Board may not, without Declarant's prior written approval: (i) make any addition, alteration or improvement to the Residential Common Elements; or (ii) increase or decrease the number, or change the kind of employees initially hired for maintenance and operation of the Residential Common Elements of the Condominium.

2.2.4 Any act with respect to a matter determinable by any Board and deemed necessary or desirable by such Board in connection therewith shall be done or performed by such Board or shall be done on its behalf and at its direction by the agents, employees or designees of such Board.

2.2.5 For convenience of operation of the Condominium, any Board may designate another Board to act as its agent with respect to any matters the determination of which is entitled to be made by such designating party and in connection with such designation may execute, acknowledge and deliver any application, instrument or document, including, without limitation, any power of attorney or indemnification from liability that such designated party may require or request.

2.2.6 Any action required or permitted to be taken pursuant to the provisions of these By-Laws or the Declaration by either the Non-Residential Board or the Residential Board may, if required, be taken by either the Non-Residential Board or the Residential Board in the name of the Condominium Board which shall, upon request, execute, acknowledge and deliver any and all instruments, documents or applications in connection therewith; provided, however, that the Board desiring to take such action shall indemnify and hold harmless the Unit Owners in the other Section, as applicable, from any expense or liability thereof or therefrom.

2.2.7 Each of the members of the Boards is and shall be bound by and serve subject to the provisions of Section 7.7 hereof by virtue of being such member, and no further action or acknowledgment on the part of any member shall be required in order to make any member so bound and subject.

2.3 Managing Agents and Managers. With respect to matters and determinations concerning which a Board is entitled to make, the Boards may employ one or more managing agents and/or managers at a compensation established by the respective Boards to perform such duties and services as the Board shall authorize. The Condominium Board shall employ management for the General Common Elements. The Residential Board shall employ management for the Residential Section. The Non-Residential Board shall employ management for the Non-Residential Section. The Board may respectively delegate to such managing agents or managers other powers granted to the

Board by these By-Laws, except the powers set forth in Subsections 2.2.2.1(b), (e), (g), (h), (i), (k), (m), (n) and (o), Subsections 2.2.2.2(b), (e), (f), (g), (h) and (j), and Subsections 2.2.2.3 (b), (e), (f), (g), (h) and (j) (as applicable).

2.4 Resignation and Removal. Any Board member may resign at any time by written notice delivered or sent by certified mail, return receipt requested, to the Board. Such resignation shall take effect at the time specified therein and, unless specifically requested by the resigning Board member, acceptance of such resignation shall not be necessary to make it effective. Any Residential Board or Non-Residential Board member may be removed, with or without cause, by a majority vote of the Residential Unit Owners or the Non-Residential Unit Owners, at a regular or special meeting of the Residential Unit Owners or the Non-Residential Unit Owners, as the case may be, at which a quorum is present. Notwithstanding the above, the Board members designated by Declarant or its designee may only be removed with cause by the Unit Owner who designated such member, and the party making such removal shall have the right to designate the replacement for such member. All other Board members may only be removed with cause by a vote of a majority of the members of the Board, at any time, and the Unit Owner represented by such member shall have the right to designate the replacement for such member.

2.5 Meetings of Boards. No organizational or regular meetings of the Condominium Board, Residential Board or Non-Residential Board shall be held more than once in any twelve month period unless otherwise required by applicable law or unanimously agreed to by all members of such Board, in which event such meetings shall be held at such time and place in the Borough of Manhattan as shall be determined by such Board, provided that written notice thereof be given to Board members by personal delivery, mail, facsimile or e-mail at least five (5) business days prior to the day named for such meeting. Special meetings of the Boards may be called by any Unit Owner or its representative by giving ten (10) business days' prior written notice to each member of the Board by personal delivery, mail or telegram, which notice shall state the time, place (which shall be in the Borough of Manhattan) and purpose of the meeting. The Unit Owner or representative calling the meeting may attend the meeting.

2.6 Waiver of Notice. Any Board member may at any time waive notice of any Board meeting in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting thereof shall constitute a waiver of notice by him of the time and place thereof. If all the members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

2.7 Determinations by Board; Quorums.

2.7.1 If meetings of a Board are permitted or required under the Declaration, these By-Laws or applicable law, all determinations by the Board shall be made at a meeting at which a quorum thereof is present. A majority of the members thereof shall a constitute quorum, and the votes of a majority of the members present shall in all cases constitute the decision of such Board. Each member of a Board shall be entitled to cast one vote on matters being voted upon by such Board.

2.7.2 If at any Board meeting there is less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.7.3 Members of the Board may participate in a meeting thereof by means of a conference telephone or similar communications equipment by means of which all persons participating in such meeting can hear each other and such participation shall constitute presence at such meeting. Notwithstanding anything to the contrary contained herein, action permitted or required to be taken at a meeting of the Board may be taken without a meeting if all members of the Board consent in writing to the adoption of a Resolution authorizing such action and the writing or writings are filed with the minutes of such Board.

2.8 Compensation. No member of a Board shall receive any compensation for acting as such.

2.9 Liability of Board and Unit Owners.

2.9.1 To the extent permitted by applicable law, no member of any Board shall have any personal liability with respect to any contract, act or omission of the Board or of any managing agent or manager in connection with the affairs or operation of the Condominium, the Residential Section or the Non-Residential Section, any General Common Element or Limited Common Element and the liability of each Unit Owner with respect thereto shall be limited as hereinafter set forth. Every contract made by a Board or by any managing agent or manager thereof shall state that it is made by such Board, managing agent or manager only as agent for all Unit Owners, Residential Unit Owners or Non-Residential Unit Owners, as the case may be, and that the Board members or managing agent or manager shall have no personal liability thereon (except in their capacities as Unit Owners) and shall also state the applicable limitations of liability of Unit Owners provided for in the next sentence. The liability of any Unit Owner with respect to any contract, act or omission with respect to the Condominium, the Residential Section or the Non-Residential Section shall be limited to such proportionate share of the total liability as the interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners, Residential Unit Owners or Non-Residential Unit Owners in the General Common Elements, Residential Common Elements or Limited Common Elements, as the case may be, and unless expressly stated to the contrary in such contract, to the extent permitted by applicable law, shall be limited to such Unit Owner's interest in such Unit Owner's Unit and such Unit Owner's appurtenant Common Interest, Residential Common Interest or Non-Residential Common Interest, as the case may be, so that such Unit Owner shall have no personal liability for such contract, act or omission. Nothing in the preceding sentence shall limit a Unit Owner's liability for the payment of Common Charges. Any such contract or agreement may also provide that it covers the assets, if any, of the Board. Board members shall have no liability to Unit Owners except that a Board member shall be liable to Unit Owners for such Board Member's own bad faith or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, Residential Common Interests and/or Non-Residential Common Interests, as the case may be, indemnify each Board member against any liability or claim except those arising out of such member's own bad faith or willful misconduct. The

Board may contract or effect any transaction with any Board member, any Unit Owner, Declarant, Declarant's designee or any affiliate of any of them without, except in cases of bad faith or willful misconduct, incurring any liability for self-dealing.

2.9.2 Neither a Board nor any member thereof shall be liable for either (i) any failure or interruption of any utility or other service to be obtained by, or on behalf of, such Board or to be paid for as a Common Expense, except when any such failure or interruption is caused by the acts of bad faith or willful misconduct of such Board or member thereof or (ii) any injury, loss or damage to any individual or property, occurring in or about either a Unit or any Common Element.

2.10 Fidelity Bonds. Each Board may at it own option, obtain or ensure maintenance of fidelity bonds or insurance, in amounts deemed appropriate by it, for all of its members, officers and employees and for the managing agent or manager, if any, employed by it and the premiums on such bonds or insurance shall constitute General Common Expenses if obtained by the Condominium Board, Residential Common Expenses if obtained by the Residential Board, and Non-Residential Common Expenses if obtained by the Non-Residential Board.

2.11 Principal Office of Boards. The principal offices of the Boards shall be located within the Property or at such other place in the Borough of Manhattan reasonably convenient thereto as may be designated from time to time by the Boards.

2.12 Incorporation of Boards. To the extent and in the manner provided in the Condominium Act, the Boards may by action as provided in this Article 2, be incorporated under the applicable statutes of the State of New York. In the event that a Board so incorporates, it shall have, to the extent permitted by applicable law, the status conferred upon it under such statutes in addition to the status conferred upon the Board under or pursuant to the provisions of the Condominium Act. The certificate of incorporation and by-laws of any such resulting corporation shall conform as closely as practicable to the provisions of the Declaration and these By-Laws and the provisions of the Declaration and these By-Laws shall control in the event of any inconsistency or conflict between the provisions hereof and the provisions of such certificate of incorporation and by-laws.

2.13 Boards as Agent of Unit Owners. In exercising their respective powers and performing their respective duties under the Declaration and these By-Laws, the Boards shall act in good faith as, and shall be, the agent of the Unit Owners, subject to and in accordance with the provisions of the Declaration and these By-Laws.

ARTICLE 3

UNIT OWNERS

3.1 Notice of Meetings and Actions Taken. No organizational or regular meetings of the Unit Owners shall be held more than once in any twelve month period unless otherwise required by applicable law. In the event such meetings are required they will be held in the Borough of Manhattan. Notice of a meeting shall be given by each Board to all Unit Owners of record entitled to vote thereat. Such notice shall state the purposes of the meeting and the time and place where it is to

be held and no official business shall be transacted thereat except as stated in the notice. All notices hereunder shall be given by personal delivery, mail or telegram, at least ten (10) days but no more than thirty (30) days prior to the day named for the meeting and shall be given or sent to the Unit Owners entitled to receive same at their address at the Property or at such other address at the Property or elsewhere as any Unit Owner has designated by notice in writing at least twenty (20) days prior to the giving of notice of the applicable meeting. However, if the business to be conducted at any meeting of all Unit Owners shall include consideration of a proposed amendment to the Declaration or to these By-Laws, the notice of such meeting shall be given to all Unit Owners as provided above at least thirty (30) days prior to the day fixed for such meeting, and such notice shall be accompanied by a copy of the text of such proposed amendment.

3.2 Adjournment of Meetings. If any joint or separate meeting of Unit Owners entitled to vote thereat cannot be held because a quorum of such Unit Owners is not present, a majority of such Unit Owners who are 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.

3.3 Order of Business. The order of business at all joint or separate meetings of Unit Owners shall be as follows:

(a) Call to order;

(b) Roll call;

(c) Proof of notice of meeting;

(d) Reading of minutes of preceding meeting;

(e) Reports of officers;

(f) Reports of members of the Board;

(g) Unfinished business;

(h) New business; and

(i) Adjournment.

3.4 Title to Units.

Title to Units may be taken by any individual, corporation, partnership, association, limited liability company, trust or other entity, or any two or more of such owners as joint tenants, tenants in common or tenants by the entirety, as may be appropriate, but not as owners in severalty.

3.5 Voting.

3.5.1 Each Unit Owner or a person designated by such Unit Owner to act as proxy on such Unit Owner's behalf and who need not be a Unit Owner, shall be entitled to cast the votes appurtenant to such Unit as set forth herein and in the Declaration at all meetings of, respectively, Residential Unit Owners, Non-Residential Unit Owners or all Unit Owners, as the case may be. The designation of any such proxy shall be made in writing to the Secretary of the appropriate Board and shall be revocable at any time by written notice to such Secretary by the Unit Owner so designating; provided, however, that no designation to act as a proxy shall be effective for a period in excess of six (6) months except a designation of a Permitted Mortgagee to act as the proxy of its mortgagor. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity. No Board or its designee shall be entitled to vote the interest appurtenant to any Unit owned by such Board and the Common Interest of such Unit shall be excluded from the total Common Interests when computing the interest of Unit Owners for voting purposes.

3.5.2 Except as otherwise set forth herein or in the Declaration, at all meetings of Unit Owners, each Unit Owner (or such Unit Owner's proxy) entitled to vote thereat (including Declarant with respect to Units owned by Declarant or its designee) shall be entitled to cast one vote for each .01% (rounded off to the nearest .01%) of General Common Interest, Residential Common Interest or Non-Residential Common Interest, as the case may be, attributable to such Unit Owner's Unit.

3.5.3 Whenever a particular percentage of Common Interest must be reached for voting purposes and such required percentage is in terms of the Residential Unit Owners, as a group, or the Non-Residential Unit Owners as a group (as opposed to all Unit Owners as a whole), such required percentage shall mean a percentage in terms of total Common Interests attributable to that particular group and not the percentage of Common Interests attributable to all Unit Owners.

3.6 Election of Board Members; Rights of Declarant.

3.6.1 All elections of members of the Residential Board and the Non-Residential Board shall be respectively determined by plurality vote.

3.6.2 When voting for members of the Residential Board or Non-Residential Board, respectively, the voting shall be by ballot and each ballot shall state the name of the Unit Owner voting and the percentage of Common Interests owned by such Unit Owner, and in addition, the name of the proxy if such ballot is cast by a proxy. Each Unit Owner shall be entitled to cast the number of votes determined in accordance with Subsection 3.5.2 for each member to be elected by the Unit Owners. Nothing contained in these By-Laws shall be deemed to permit cumulative voting.

3.6.3 Notwithstanding any other provision of this Section 3.6 or any other provision of these By-Laws to the contrary, commencing with the first annual meeting of Residential Unit Owners: (a) at least one member of the Residential Board shall be a Residential Unit Owner (other than Declarant) or its designee or an officer, director, member, manager, shareholder, partner, principal, employee or beneficiary of a corporation, partnership, fiduciary or any other entity which owns a Residential Unit (other than the Declarant), and (b) for so long as Declarant shall own any Non-Residential Unit, at least one member of the Non-Residential Board shall be either the Declarant

or its designee or an officer, director, member, manager, shareholder, partner, principal, employee, or agent of Declarant or a managing agent for Declarant or an employee thereof.

3.7 **Majority of Unit Owners.** Except as may otherwise be provided by law, as used in these By-Laws, the terms "Majority of Residential Unit Owners," "Majority of Non-Residential Unit Owners" and "Majority of Unit Owners" means either those Residential Unit Owners, Non-Residential Unit Owners, or Unit Owners, as the case may be, having more than 50% of the total authorized votes of either Residential Unit Owners, Non-Residential Unit Owners, or all Unit Owners, as the case may be, who are present in person or by proxy and voting at any meeting at which a quorum is present.

3.8 **Quorum.** Except as otherwise provided in these By-Laws, the presence in person or by proxy of (a) Residential Unit Owners owning more than 50% of the Residential Common Interests shall constitute a quorum at all meetings of Residential Unit Owners, (b) Non-Residential Unit Owners owning more than 50% of the Non-Residential Common Interests shall constitute a quorum at all meetings of Non-Residential Unit Owners, and (c) Unit Owners owning more than 50% of the General Common Interests shall constitute a quorum at all joint meetings of Unit Owners.

3.9 **Majority Vote.** Except where otherwise provided by law, the Declaration or these By-Laws, (a) at all separate meetings of Residential Unit Owners, the affirmative vote of a Majority of Residential Unit Owners shall be binding upon all Residential Unit Owners for all purposes, (b) at all separate meetings of Non-Residential Unit Owners, the affirmative vote of a Majority of Non-Residential Unit Owners shall be binding upon all Non-Residential Unit Owners for all purposes, and (c) at all joint meetings of Unit Owners, the affirmative vote of a Majority of Unit Owners shall be binding upon all Unit Owners for all purposes.

3.10 **Determination of Unit Owners.** When the Residential Unit Owner and Non-Residential Unit Owners, with each acting separately in accordance with the provisions of this Article 3, have made the same determination as to any matter which is required or permitted to be determined by all Unit Owners, such determination shall constitute the determination of all Unit Owners. No joint meeting of Residential Unit Owners and the Non-Residential Unit Owners shall be necessary for any such determination to be made by all Unit Owners.

ARTICLE 4

OFFICERS

4.1 **Designation.** Each of the Non-Residential Board and Residential Board shall elect a President, Vice President, Secretary and Treasurer thereof. The principal officers of the Condominium Board shall be (a) a President, who shall be the same person serving as Vice President of the Residential Board, (b) a Vice President, who shall be the same person serving as Vice President of the Non-Residential Board, (c) a Treasurer, who shall be the same person serving as Treasurer of the Residential Board, and (d) a Secretary, who shall be the same person serving as Secretary of the Non-Residential Board. The Condominium Board, Residential Board and the Non-Residential Board may each appoint such other officers as in their judgment may be desirable. None

of the officers of any Board need be Unit Owners or have any interest therein or be Board members until the first organizational meeting of such Board after the first annual meeting of its Unit Owners. Thereafter, the President and Vice President of such Board must be members of the Board.

4.2 Resignation and Removal of Officers. Any officer of any Board may resign at any time by written notice delivered or sent by certified mail, return receipt requested, to such Board. Such resignation shall take effect at the time specified therein and, unless specifically requested by the resigning officer, acceptance of such resignation shall not be necessary to make it effective. Upon the affirmative vote of a majority of the members of the Board appointing him, any officer may be removed, either with or without cause. A successor officer may be appointed at any regular Board meeting or at any special Board meeting called for such purpose.

4.3 President. The President of each Board shall be the chief executive officer thereof and shall preside at all meetings of such Board. The President shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York.

4.4 Vice President. The Vice President of each Board shall take the place of the President under whom such Vice President serves and shall perform the duties of the President whenever such President shall be absent or unable to act.

4.5 Secretary. The Secretary of each Board shall keep the minutes of all meetings of such Board. The Secretary shall have charge of such books and papers as such Board shall direct and shall in general perform all the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

4.6 Treasurer. The Treasurer of each Board shall have the care and custody of the funds and securities of, respectively, the Residential Section, the Non-Residential Section. or the Condominium, as the case may be, and shall be responsible for keeping full and accurate financial records and books of account thereof showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer of each Board shall be responsible for the deposit of all funds and other securities in the name of such Board (or in the name of the managing agent appointed by such Board) in such depositories as may from time to time be designated by such Board and shall in general perform all of the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

4.7 Execution of Documents. Unless otherwise delegated by each Board, all agreements, contracts, deeds, leases, checks and other instruments to be executed by such Board shall be executed by any officer thereof or by such other person or persons as may be designated by the Board. However, the Board can, by resolution, determine that an expenditure in excess of a specified amount by the Board must be countersigned by two members of the Board.

4.8 Compensation of Officers. Except as otherwise provided by the Board, no officer shall receive any compensation for acting as such.

ARTICLE 5

NOTICES

5.1 Notices. All notices required or desired to be given hereunder to any Board shall be personally delivered or sent by registered or certified mail to the office of such Board or to such other address as such Board may designate from time to time, by notice in writing to such Board and to all Permitted Mortgagees, and if there is a managing agent of such Board, a duplicate shall be sent in like manner to such managing agent. All notices to Permitted Mortgagees shall be personally delivered or sent by mail to their respective addresses, as designated by them from time to time, in writing to the Condominium Board. All notices shall be deemed to have been given when personally delivered or mailed in a postage prepaid sealed wrapper, except notices of change of address which shall be deemed to have been given when received.

5.2 Waiver of Service of Notice. Whenever notice is required to be given by law, the Declaration or these By-Laws, 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 6

OPERATION OF THE PROPERTY

6.1 Determination of Common Expenses and Fixing of Common Charges.

6.1.1 Except as otherwise provided herein, all costs and expenses attributable to the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the General Common Elements (collectively, the "General Common Expenses") shall be determined by the Condominium Board as set forth below, and shall be borne by all Unit Owners in proportion to their respective General Common Interests, but shall be collected by the Residential Board for the Residential Unit Owner(s) and by the Non-Residential Board for the Non-Residential Unit Owners. General Common Expenses shall also include all such other items provided for in the Declaration or these By-Laws to be General Common Expenses. General Common Expenses shall also include such amounts as the Condominium Board may deem proper for a general operating reserve or for a reserve for working capital or for replacements with respect to the General Common Elements. The Condominium Board shall from time to time and at least annually prepare a budget to meet General Common Expenses and shall allocate and assess to all Unit Owners, pro rata in accordance with the aggregate respective General Common Interests of all Unit Owners (except as otherwise provided in the Declaration or these By-Laws) ("General Common Charges") to meet Common Expenses. In addition to basing General Common Charges on General Common Interests, the Condominium Board may also make allocations and assessments of General Common Expenses in accordance with submetering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are in accordance with applicable

provisions of the law. Notwithstanding anything to the contrary set forth above, the Condominium Board may not modify its method of allocations and assessments in such a manner as would increase the General Common Charges otherwise payable by the Declarant as a Unit Owner or the Residential Unit Owner, without the consent of the Declarant or the Residential Unit Owner. To the maximum extent practicable, the Condominium Board shall allocate costs based upon metered or submetered usage.

6.1.2 Except as otherwise provided herein, all costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of and any alteration, addition or improvement to, Residential Common Elements ("Residential Common Expenses") shall be determined exclusively by the Residential Board and shall be borne solely by the Residential Unit Owners in proportion to their respective Residential Common Interests. Notwithstanding anything to the contrary in this Subsection 6.1.2, the costs of alteration, addition, repair, replacement and restoration of any Limited Common Element located within the Residential Section (except in connection with a casualty or condemnation) shall be borne solely by those Residential Unit Owner(s) who benefit from such Limited Common Element in the proportion that the Residential Common Interest of each benefiting Residential Unit Owner bears to the Residential Common Interest of all benefiting Residential Unit Owners. In addition, except as otherwise provided in the By-Laws, such Residential Unit Owners shall be responsible for the normal operation, maintenance and repair, including but not limited to the cost of staff necessary for such operation, maintenance and repair, of any such Limited Common Element at their sole cost and expense. Residential Common Expenses shall include, without limitation, such amounts as the Residential Board may deem proper for a general operating reserve or for a reserve for working capital or for replacements with respect to the Residential Common Elements. Residential Common Expenses shall also include all such other items provided for in the Declaration or these By-Laws to be Residential Common Expenses. The Residential Board shall from time to time and at least annually prepare a budget to meet Residential Common Expenses and shall allocate and assess to the Residential Unit Owners, pro rata in accordance with their respective Residential Common Interests (except as otherwise provided in the Declaration or these By-Laws), charges ("Residential Common Charges") to meet (a) Residential Common Expenses and (b) the Residential Unit Owners' pro rata share of General Common Charges. From time to time the Residential Board may increase or decrease the amount of Residential Common Charges payable for a fiscal year or any portion thereof to meet a revised estimate or determination of Residential Common Expenses for such fiscal year or any portion thereof. In addition to basing charges on Residential Common Interests, the Residential Board may also make allocations and assessments of Residential Common Expenses in accordance with submetering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are in accordance with applicable provisions of law. The Residential Board shall advise all Residential Unit Owners promptly in writing of the amount of Residential Common Charges payable by each of them and shall furnish copies of each annual budget to all Residential Unit Owners and Permitted Mortgagees thereof.

6.1.3 Except as otherwise provided herein, all costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of and any alteration, addition or improvement to, Non-Residential Common Elements ("Non-Residential Common Expenses") shall be determined exclusively by the Non-Residential Board and shall be borne solely by the Non-Residential

Unit Owners in proportion to their respective Non-Residential Common Interests. Notwithstanding anything to the contrary in this Subsection 6.1.3, the costs of alteration, addition, repair, replacement and restoration of any Limited Common Element located within the Non-Residential Section (except in connection with a casualty or condemnation) shall be borne solely by those Non-Residential Unit Owner(s) who benefit from such Limited Common Element in the proportion that the Non-Residential Common Interest of each benefiting Non-Residential Unit Owner bears to the Non-Residential Common Interest of all benefiting Non-Residential Unit Owners. In addition, except as otherwise provided in the By-Laws, such Non-Residential Unit Owner(s) shall be responsible for the normal operation, maintenance and repair, including but not limited to the cost of staff necessary for such operation, maintenance and repair, of any such Limited Common Element at their sole cost and expense. Non-Residential Common Expenses shall include, without limitation, such amounts as the Non-Residential Board may deem proper for a general operating reserve or for a reserve for working capital or for replacements with respect to the Non-Residential Common Elements. Non-Residential Limited Common Expenses shall also include all such other items provided for in the Declaration or these By-Laws to be Non-Residential Common Expenses. The Non-Residential Board shall from time to time and at least annually prepare a budget to meet Non-Residential Common Expenses and shall allocate and assess to the Non-Residential Unit Owners, pro rata in accordance with their respective Non-Residential Limited Common Interests (except as otherwise provided in the Declaration or these By-Laws), charges ("Non-Residential Common Charges") to meet (a) Non-Residential Common Expenses and (b) the Non-Residential Unit Owners' pro rata share of General Common Charges. From time to time the Non-Residential Board may increase or decrease the amount of Non-Residential Common Charges payable for a fiscal year or any portion thereof to meet a revised estimate or determination of Non-Residential Common Expenses for such fiscal year or any portion thereof. In addition to basing charges on Non-Residential Common Interests, the Non-Residential Board may also make allocations and assessments of Non-Residential Common Expenses in accordance with submetering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are in accordance with applicable provisions of law. The Non-Residential Board shall advise all Non-Residential Unit Owners promptly in writing of the amount of Non-Residential Common Charges payable by each of them and shall furnish copies of each annual budget to all Non-Residential Unit Owners and Permitted Mortgagees thereof.

6.1.4 Common Expenses shall include real estate taxes and other taxes and assessments on the Property until the Units are separately assessed.

6.1.5 Notwithstanding anything to the contrary herein, no part of the net earnings of the Condominium may inure (other than by acquiring, constructing, or providing management, maintenance, and care of association property, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any Unit Owner or individual.

6.2 Insurance.

6.2.1 The Condominium Board shall be required to obtain and maintain to the extent obtainable the following insurance: (a) fire insurance with all risk extended coverage, vandalism and malicious mischief endorsements and increased cost of construction endorsements, insuring the entire Building, together with all service machinery contained therein and covering the interests of

the Condominium, each of the Boards, and all Unit Owners and their Permitted Mortgagees, as their respective interests may appear, in an amount equal to the full replacement value of the Building (exclusive of foundation and footings), with (i) an agreed amount endorsement or no coinsurance endorsement, and (ii) an inflation guard endorsement, (if desired) and said policies shall contain a New York standard mortgagee clause in favor of each Permitted Mortgagee which shall provide that the loss, if any, thereunder shall be payable to such Permitted Mortgagee as its interest may appear, subject however, to the loss payment provisions hereinafter set forth; (b) business interruption insurance in an amount equal to Common Charges for at least eighteen (18) months; (c) worker's compensation and New York State disability benefits insurance (if employees hired are by the Condominium Board); (d) boiler and machinery insurance; (e) water damage insurance to the extent, if any, determined by the Condominium Board; (f) elevator liability and collision insurance; (g) if determined by the Condominium Board, fidelity insurance covering the Board and all officers, directors, managing agents and employees of the Condominium; (h) directors and officers liability insurance; and (i) such other insurance as the Condominium Board may determine. The aforesaid policies may include inflation guard coverage, that insures that the policy limit will be increased over time to reflect the effect of inflation. The Condominium Board shall also maintain war risk and terrorism insurance, to the extent obtainable from the United States of America or any agency thereof at reasonable rates, flood insurance and insurance against loss or damages from leakage of sprinkler systems, steam boilers, air conditioning equipment, pressure vessels or similar apparatus. Each of the aforesaid insurance policies shall be maintained with an insurance company with a Best's general policyholder rating of A- or greater, and a financial size category of V or greater, or either a BBB qualified solvency ratio or a BBB or better claims-paying ability rating in Standard and Poor's Insurance Solvency Review, or a BBB or better claims paying ability rating in Standard and Poor's International Confidential Rating Service. The premiums for all insurance referred to above and for the liability insurance referred to in subsection 6.2.4 shall be a General Common Expense and shall be borne by the Unit Owners pro rata in accordance with the aggregate respective General Common Interests of the Unit Owners, so long as such allocation shall be reasonable under the circumstances, with consideration to the respective risks, liabilities and replacement values, as are equitable (as determined by the respective insurance carriers thereof or their agents, brokers or other such parties designated by the Condominium Board).

6.2.2 All such policies shall provide that adjustment of loss shall be made exclusively by (a) the Residential Board if the loss involves only the Residential Section, (b) the Non-Residential Board if the loss involves only the Non-Residential Section, (c) the Condominium Board if the loss involves both the Residential Section and the Non-Residential Section, or the General Common Elements. Insurance proceeds with respect to any loss shall be payable to the Board entitled to adjust such loss, as aforesaid, except that the proceeds of all policies of physical damage insurance, if in excess of $500,000 shall be payable to the Insurance Trustee designated by the Condominium Board pursuant to the provisions of Section 11.5. Any dispute between or among the Unit Owners under this Subsection 6.2.2 shall be determined by Arbitration.

6.2.3 All policies of physical damage insurance shall contain, to the extent obtainable, waivers of subrogation and waivers of any defense based on (i) co-insurance, (ii) other insurance, (iii) invalidity arising from any acts of the insured, or (iv) pro rata reduction of liability, and shall provide that such policies may not be canceled or substantially modified without at least

thirty (30) days' prior written notice to all of the insureds, including all Unit Owners and Permitted Mortgagees. The Condominium Board shall provide copies of insurance certificates and policies to any Unit Owner and to any Permitted Mortgagee upon request.

6.2.4 The Condominium Board shall also be required to obtain and maintain, comprehensive general liability insurance (which may include so-called "umbrella" insurance) against claims for personal injury, death or property damage occurring upon, in or about the Property, in such limits as the Board may from time to time determine, but not less than $10,000,000 for each occurrence and $20,000,000 in the aggregate covering (i) the Board, the managing agent or agents thereof, each Board member, and each officer and employee of the Condominium and Residential Section and Non-Residential Section and their respective managing agents, (ii) the Non-Residential Unit Owners and the managing agent or agents, (iii) the Residential Unit Owners, (iv) the Declarant and its members and the officers of its members, and (v) Permitted Mortgagees who request to be covered, except that such policy will not cover liability of a Unit Owner arising from occurrences within such Unit Owner's own Unit. The Condominium Board shall review such limits once each year. The insurance required in accordance with this Subsection 6.2.4 shall also cover cross-liability claims of one insured against another.

6.2.5 Any insurance maintained by the Condominium Board may provide for such deductible amounts as it determines but no deductible shall exceed the sum of $50,000.00 unless specifically approved by the affirmative vote of 100% in number and General Common Interest of all Unit Owners taken in accordance with the provisions of these By-laws, provided however, that no deductible amount shall be permitted with respect to any comprehensive general liability policy.

6.2.6 The Condominium Board is not required to obtain or maintain any insurance with respect to any personal property contained in a Unit. A Unit Owner shall, at the Unit Owner's own cost and expense, obtain and keep in full force and effect (a) comprehensive personal or commercial liability insurance against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, upon, or from the Unit or any part thereof, with minimum combined single limits of liability of $5,000,000 for bodily injury or death arising out of any one occurrence and $5,000,000 for damage to property, and (b) Unit Owner's "all-risk" property insurance in respect of property damage occurring in, upon, or from the Unit or any part thereof (including, but not limited to appropriate coverage for additions, alterations improvements and betterments and loss due to water damage). The limits of liability set forth above may be increased by the Condominium Board from time to time. The insurance required above shall be written in form reasonably satisfactory to the Condominium Board by good and solvent insurance companies of recognized standing, licensed to do business in the State of New York. Upon ten (10) days' written notice from the Condominium Board or its managing agent, the Unit Owner shall deliver to the Condominium Board certificates evidencing such insurance or such other confirmation satisfactory to the Condominium Board. To the extent any party is separately insured for loss or damage to property, each party will look first to their own insurance policies for recovery.

6.3 Repair or Reconstruction after Fire or Other Casualty.

6.3.1 In the event that the Building or any part thereof is damaged or destroyed by

fire or other casualty (unless 75% or more of the Building is destroyed or substantially damaged and Unit Owners owning at least 75% of the Common Interests do not duly and promptly resolve to proceed with repair or restoration), the Residential Board with respect to any damage or destruction of the Residential Section, the Non-Residential Board with respect to any damage or destruction of the Non-Residential Section, the Condominium Board with respect to any damage to or destruction of the General Common Elements, will arrange for the prompt repair and restoration thereof and the applicable Board or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. If only the Non-Residential Section (including the Non-Residential Units or Non-Residential Common Elements) is destroyed or damaged by fire or other casualty and if the net insurance proceeds are less than sufficient to cover, or exceed, the cost of repairs and restoration, the Non-Residential Unit Owners, in proportion to their respective Non-Residential Common Interests, will bear the entire amount of the deficit as a Non-Residential Common Expense, or shall receive all of the surplus, as the case may be. Similarly, if only the Residential Section (including the Residential Units or the Residential Common Elements) is damaged or destroyed by fire or other casualty and the insurance proceeds are less than sufficient to cover, or exceed, the cost of repairs and restoration, the deficit or surplus, as the case may be, will be borne as a Residential Common Expense or profit, respectively, and shared entirely by all Residential Unit Owners in proportion to their respective Residential Common Interests. If said damage or destruction by fire or other casualty affects the Non-Residential Section, the Residential Section and the General Common Elements, or any combination of two thereof, then any deficit or surplus in insurance proceeds shall be borne or shared by all Unit Owners in proportion to their respective General Common Interests in the proportion that the cost of repairing the damage or destruction to the Residential Section, Non-Residential Section and General Common Elements, as the case may be, bears to the total cost of repairing all damage or destruction. However, the Residential Board and/or the Non-Residential Board shall still have the right to make all arrangements for the prompt repair and restoration of the Residential Section and/or the Non-Residential Section to the extent they are affected by such damage or destruction. If said damage or destruction, however, affects only the General Common Elements, then any deficit or surplus in insurance proceeds shall be borne as a General Common Expense or profit, respectively, or shared by all Unit Owners in proportion to their General Common Interests. Any surplus payable to any Unit Owner shall be decreased by such amounts as may be required to reduce unpaid liens (other than mortgages which are not Permitted Mortgages) on any such Unit in the order or priority of such liens.

6.3.2 Unless the Unit Owners have elected not to restore the Building as provided in Subsection 6.3.3, damage or destruction to a Unit or a Limited Common Element as a result of fire or other casualty shall be promptly repaired and reconstructed by the Unit Owner of the affected Unit(s) where such repair or reconstruction does not involve the Common Elements for which the repair or reconstruction is the obligation of the Condominium Board, Residential Board or Non-Residential Board, as the case may be. If a Unit Owner fails to repair or reconstruct such Unit Owner's Unit, the Condominium Board may cause the Unit to be repaired or reconstructed and the costs incurred in connection therewith shall be charged to the defaulting Unit Owner as a special assessment.

6.3.3 If 75% or more of the Building is destroyed or substantially damaged and if 75% of all Unit Owners do not promptly resolve to proceed with the repair or restoration thereof, the

Building will not be repaired and the Property shall be subject to an action for partition instituted by any Unit Owner or lienor, as if owned in common, in which case the net proceeds of sale, together with the net proceeds of insurance policies, shall be divided among all Unit Owners in proportion to their respective General Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of such Unit Owner's share of such funds, such amounts as may be necessary to discharge or reduce all unpaid liens on such Unit Owner's Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens. As used in this Subsection 6.3.3, the words "promptly resolve" mean resolve as promptly as practical under the circumstances but in any event, not more than ninety (90) days from the date of such damage or destruction.

6.3.4 Any dispute between or among any Unit Owners arising under this Section 6.3 shall be determined by Arbitration.

6.4 Payment of Common Charges.

6.4.1 The Residential Unit Owners and the Non-Residential Unit Owners shall be obligated to pay the General Common Charges assessed to them by the Condominium Board pursuant to the provisions of Section 6.1 at such time or times as the Condominium Board determines. All Residential Unit Owners and Non-Residential Unit Owners shall be obligated to pay Residential Common Charges or Non-Residential Common Charges, as the case may be, assessed by the Residential Board and the Non-Residential Board pursuant to the provisions of Section 6.1 at such time or times as such Boards determine. The Boards may jointly determine to cause the Condominium Board to act as their respective agent to collect Residential Common Charges and Non-Residential Common Charges as applicable. Unless otherwise determined by the Board to which they are payable, Common Charges shall be payable monthly, in advance, on the first day of each month.

6.4.2 No Unit Owner shall be liable for the payment of any part of any Common Charges assessed against such Unit Owner's Unit subsequent to a sale or other conveyance by him (made in accordance with these By-Laws) of such Unit together with its appurtenant Common Interests. Any Unit Owner may, subject to the terms and conditions of these By-Laws and provided that (a) such Unit is free and clear of liens and encumbrances other than Permitted Mortgages and the statutory lien for unpaid Common Charges, and (b) no violation of any provision of the Declaration, these By-Laws or the rules and regulations then exists with respect to such Unit, convey for no consideration such Unit together with its appurtenant Common Interests, to the Residential Board or Non-Residential Board or the Condominium Board or their designees, corporate or otherwise, and in such event (except as hereinafter set forth), be exempt from Residential Common Charges or Non-Residential Common Charges or General Common Charges, as the case may be, thereafter accruing. A purchaser of a Unit shall be liable for the payment of Common Charges accrued and unpaid against such Unit prior to the acquisition by him of such Unit, except that, to the extent permitted by law, a purchaser of a Unit at a foreclosure sale of a Permitted Mortgage shall not be liable for, and such Unit shall not be subject to, a lien for the payment of Common Charges accrued and unpaid against such Unit prior to the acquisition by said purchaser of such Unit. However, in the event of a foreclosure sale of a Unit by a Permitted Mortgagee, the owner of such Unit prior to the foreclosure

sale shall remain liable for the payment of all unpaid Common Charges which accrued prior to such sale. Except to the extent prohibited by law, the Residential Board, on behalf of all Residential Unit Owners, shall have a lien on each Residential Unit for unpaid Residential Common Charges together with interest thereon, assessed against such Unit. Except to the extent prohibited by law, the Non-Residential Board, on behalf of all Non-Residential Unit Owners, shall have a lien on each Non-Residential Unit for unpaid Non-Residential Common Charges, together with interest thereon, assessed against such Unit. In addition, except to the extent prohibited by law, the Condominium Board, on behalf of all Unit Owners, shall have a lien for General Common Charges unpaid to it by (i) the Residential Unit Owners, together with interest thereon, on all Residential Units, in proportion to their respective General Common Interests, and (ii) the Non-Residential Unit Owners, together with interest thereon, on the Non-Residential Units, in proportion to their respective General Common Interests.

6.4.3 All liens provided for in Subsection 6.4.2, to the extent permitted by applicable law, shall be subject and subordinate to the lien of any first Permitted Mortgage of record and to liens for real estate taxes on the Unit.

6.4.4 Notwithstanding Subsection 6.4.2, neither the seller nor the purchaser of a Unit shall be liable for, nor shall the Unit be conveyed subject to a lien for, any unpaid Common Charges against such Unit accrued prior to such conveyance in excess of the amount set forth in a written statement from the Boards.

6.4.5 In the event that prior to the Units being separately assessed for real estate tax purposes, a Board pays real estate taxes on behalf of a Unit Owner, the amount of such real estate taxes shall be deemed to be Common Charges, and such Board shall have a lien (as provided in Subsection 6.4.2) for any such accrued and unpaid amounts.

6.5 Collection of Common Charges. Each Board shall take prompt action to collect any Common Charges due to such Board which remain unpaid for more than thirty (30) days after the due date for payment thereof.

6.6 Default in Payment of Common Charges. In the event any Unit Owner fails to make payment of Common Charges when due to the applicable Board(s), such Unit Owner shall be obligated to pay (a) a "late charge" equal to the greater of $150.00 or one (1%) percent of such amounts which remain unpaid for more than ten (10) days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid), and (b) interest at the rate of two percent (2%) per month (but in no event in excess of the maximum rate permitted by law) on such unpaid amounts computed from the due date, thereof, together with all costs and expenses, including, without limitation, reasonable attorneys' fees paid or incurred by the Board or by any managing agent in any proceeding brought to collect such unpaid Common Charges or in any action to foreclose the lien on such Unit arising from said unpaid Common Charges as provided in Section 339-z of the New York Condominium Act, in the manner provided in Section 339-aa thereof or in any other manner permitted by law. All such "late charges," interest, reasonable attorneys' fees, costs and expenses shall be added to and shall constitute Common Charges due to the applicable Board(s) payable by such Unit Owner.

6.7 Foreclosure of Liens for Unpaid Common Charges. In any action brought by a Board to foreclose a lien on a Unit because of unpaid Common Charges due to the applicable Board(s), the Unit Owner shall be required to pay a reasonable rental for the use and occupancy of such Unit Owner's Unit and the plaintiff in such foreclosure action shall be entitled to the appointment, without notice, of a receiver to collect the same. A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing such charges. In the event the net proceeds received on such foreclosure sale (after deduction of all legal fees, advertising costs, brokerage commissions and other costs and expenses incurred in connection therewith) are insufficient to satisfy the defaulting Unit Owner's obligations, such Unit Owner shall remain liable for the deficit. Notwithstanding anything to the contrary set forth above, the Condominium Board, at the request of Declarant, will enter into a non-disturbance agreement with any tenant with which Declarant has entered into a lease for any of the Units, provided that such lease shall (i) be made on an arms-length basis with an independent third party at a market rent and upon reasonable and customary terms and conditions, (ii) include an obligation of the tenant to pay as part of its rent all Common Charges payable from time to time with respect to the Unit subject to the lease directly to the applicable Board(s) after receipt of a notice from the Condominium Board, the Residential Board or the Non-Residential Board (which notice may be given at any time that Common Charges with respect to such Unit have not been paid on a timely basis) that the Declarant or Unit Owner has failed to pay such Common Charges until the later of (A) six months after receipt of such notice and (b) the date upon which the Declarant or Unit Owner has provided such security for the payment of Common Charges as the Board shall require in its reasonable discretion, and (iii) give the applicable Board(s) the right to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the Declarant/Unit Owner in the event of a default by the tenant in the payment of such Common Charges. Under the terms of the non-disturbance agreement, the tenant will acknowledge that the lease is subject and subordinate to the Declaration and any Permitted Mortgage on the Unit being foreclosed and the Board will agree that so long as there is no event of default under said lease, as would entitle the Declarant, the Unit Owners or any successor landlord under the lease to terminate the lease or dispossess the tenant thereunder, including, without limitation, any failure to pay Common Charges to the applicable Board(s) as set forth above, the tenant shall not be named or joined in any action or proceeding to foreclose the Boards' lien on a Unit for Common Charges or any other sums of any sort, and the Boards shall agree that the lease shall not be terminated nor shall the tenant's use, possession, or enjoyment of the Unit in question be interfered with, nor shall the leasehold estate granted by the lease be affected in any manner, nor shall any of the rights of the tenant granted under the lease be affected in any manner, in any foreclosure or other action or proceeding instituted under or in connection with such lien or in the exercise of any rights of the Boards, or, in case the Board takes possession of the Unit pursuant to any provision of the Declaration or By-Laws, or otherwise; subject to the rights of any Permitted Mortgagee and the lien of any Permitted Mortgage, provided however that if the Board or any other party succeeds to the interests of the Declarant or the Unit Owner under the lease the tenant will agree to be bound to such Board or party under all of the terms, covenants and conditions of the lease and the tenant will attorn to such Board or party as its landlord.

6.8 Statement of Common Charges. Each Board shall promptly provide the other Boards and any Unit Owner who so requests, with a written statement of all unpaid Common

Charges due to the applicable Board(s) from the Unit Owner.

6.9 Maintenance and Repairs.

6.9.1 Except as otherwise provided in the Declaration or these By-Laws, all painting, decorating, maintenance, repairs and replacements, whether structural or nonstructural, ordinary or extraordinary, (a) in or to any Unit and its Limited Common Elements (including roofs that are Limited Common Elements included therein (as set forth in Section 6.9.2.2) but excluding Common Elements included therein except as otherwise provided in these By-Laws) and the entrance doors thereto shall be made by the Unit Owner at such Unit Owner's sole cost and expense, (b) in or to the General Common Elements shall be made by the Condominium Board and the cost and expense thereof shall be charged to the Unit Owners as a General Common Expense, (c) in or to the Non-Residential Common Elements shall be made by the Non-Residential Board and the cost and expense thereof shall be charged to the Non-Residential Unit Owners as a Non-Residential Common Expense, (d) in or to the Residential Common Elements shall be made by the Residential Board and the cost and expense thereof shall be charged to the Residential Unit Owners as a Residential Common Expense.

6.9.2 Notwithstanding the provisions of Subsection 6.9.1:

6.9.2.1 In the event that any painting, decorating, maintenance, repairs or replacements to the Building or any part thereof is necessitated by the negligence, misuse or neglect of (a) any Unit Owner or any guest, agent, licensee, tenant or invitee of a Unit Owner, the entire cost thereof shall be borne by such Unit Owner, (b) the Condominium Board, the entire cost thereof shall be charged to all Unit Owners as a General Common Expense, (c) the Non-Residential Board, the entire cost thereof shall be charged to all Non-Residential Unit Owners as a Non-Residential Common Expense, (c) the Residential Board, the entire cost thereof shall be charged to all Residential Unit Owners as a Residential Common Expense, except in all such cases to the extent such cost is covered by the proceeds of any insurance maintained pursuant to the provisions hereof.

6.9.2.2 The interior and exterior glass surfaces of all windows located in any Unit shall not be colored or painted and no neon or colored lights or signs may emanate therefrom and neither the windows, window frames nor mullions may be modified, altered or replaced without the consent of the Condominium Board. All maintenance, repairs and replacements of any windows shall be made by the Unit Owner. All maintenance, repairs and replacements of any roofing material and roof terrace shall be made by the Unit Owner having access to such roof area as a Limited Common Element at such Unit Owner's own cost and expense, but any structural or extraordinary repairs or replacements to such roof (excluding any leaks which result from the use of the roof by Unit Owner having access to the same) shall be made by the Condominium Board and the cost and expense thereof shall be charged to all Unit Owners as a General Common Expense. The Condominium Board may require removal of plants and other installations placed on roofs or roof terraces if such Board determines, in its reasonable discretion, that such plants and other installations adversely affect the integrity of the roof or roof terrace.

6.9.2.3 All exterior signage and other signage visable from the street in the Non–Residential Section must comply with signage standards that may be established by the Condominium Board and/or the Non-Residential Board and shall be erected, maintained, repaired and replaced on the Non-Residential Section only.

6.10 Structural Alterations, Additions, Improvements and Repairs of Units.

6.10.1 Except as otherwise provided in the Declaration, no Unit Owner shall make any alteration, addition, improvement or repair if any of same are structural, or if not structural, if the same costs more than $50,000 in the aggregate, in or to such Unit Owner's Unit without the prior written approval of the Condominium Board, which approval shall not be unreasonably withheld or delayed. The Condominium Board shall have the obligation to answer any written request by the Unit Owner for approval of a proposed structural alteration, addition, improvement or repair in or to such Unit Owner's Unit within thirty (30) days after such request is received stating the reason(s) for any denial of its approval, and the failure to do so within the stipulated time shall constitute such Board's approval of the proposed alteration, addition, improvement or repair. Prior to, and as a condition of, the granting of its consent to the making of a structural alteration, addition, improvement or repair in or to a Unit, the Condominium Board may exercise the right to reasonably approve the Unit Owner's contractors and suppliers, and may, at its option, require the Unit Owner to execute an agreement in form and substance satisfactory to such Board setting forth the terms and conditions under which such alteration, addition, improvement or repair may be made, including, without limitation, the days and hours during which any work may be done. The Condominium Board may impose fees upon a Unit Owner to reimburse such Board for its costs incurred in reviewing or supervising the aforesaid work. Notwithstanding anything to the contrary contained in this Subsection 6.10.1, neither Declarant nor the Non-Residential Unit Owner nor a Permitted Mortgagee (or its designee) either shall be required to obtain the approval of any Board for any structural alteration, addition, improvement or repair in or to a Unit, to the extent permitted by law and applicable governmental regulations.

6.10.2 All structural alterations, additions, improvements and repairs by Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction thereof. The Unit Owner making or causing to be made any structural alteration, addition, improvement or repair shall agree, and shall be deemed to have agreed, to hold all Boards and the other Unit Owners harmless from any costs or liability arising therefrom, but not from any negligence or willful misconduct of such Boards or other Unit Owner(s).

6.10.3 Any application to any department of The City of New York or to any other governmental authority having jurisdiction thereof for a permit to make a structural alteration, addition, improvement or repair in or to any Unit so approved by the appropriate Board (if such approval is required) shall, if required by law or such department or authority, be executed by the Condominium Board, Residential Board or Non-Residential Board, as the case may be, provided that such Board shall not incur any liability, cost or expense in connection with such application or to any contractor, subcontractor, material man, architect or engineer on account of such alteration, addition, improvement or repair or to any person having any claim for injury to person or damage to property arising therefrom. Notwithstanding anything to the contrary set forth above, Declarant as Owner of

any Unit and any subsequent owner of all Non-Residential Units are hereby authorized on behalf of each Board to execute such applications, permits or other documents as may be required to undertake, perform and complete such work to the Common Elements as they are entitled to perform in accordance with the terms of the Declaration and these By-Laws and to obtain such certificates of completion as may then be required by Law (collectively the "Required Documentation") and, each Board, if requested by either of them, shall execute the Required Documentation.

6.10.4 All Unit Owners shall comply with all construction procedures and rules prescribed by Declarant or the applicable Board from time to time for coordinating all construction in the Building. No Unit Owner shall employ or permit the employment of any contractor, mechanic or laborer, or permit any materials in the Building, if the use of such contractor, mechanic, laborer or material would, in Declarant's or such Board's opinion, create any difficulty, strike or jurisdictional dispute with other contractors, mechanics or laborers employed by such Unit Owner, Declarant, such Board or others, or would in any way disturb, interfere with or delay any work being performed by Declarant, any Board or any other Unit Owner or their respective contractors. Upon written notice from the Declarant or any Board, such Unit Owner shall immediately cease and desist from any act complained of. In the event that any act or omission with respect to any alterations, additions, improvements or maintenance and/or repairs made or required to be made by any Unit Owner shall materially delay, prevent or adversely affect, or create a significant risk of materially delaying, preventing or adversely affecting, whether directly or indirectly, the issuance or reissuance of a temporary or permanent certificate of occupancy for the Building or shall otherwise be contrary to the provisions of these By-laws, then upon the written notice of Declarant or the Condominium Board, the Unit Owner shall either immediately cease and desist from any act complained of or shall forthwith restore, maintain and/or repair, as the case may be, the Unit (or its appurtenant Limited Common Elements for which such Unit Owner is responsible), at such Unit Owner's sole cost and expense, to its prior or original condition, as the case may be. If such Unit Owner fails to commence diligently and continuously restoring or repairing the Unit within ten (10) days of receipt of the written request, then the Declarant or the Board, as the case may be, requesting such restoration or repair shall be entitled (a) to enter and restore the Unit and the costs incurred in connection therewith shall be charged to such Unit Owner as a special assessment; and (b) to exercise any other remedies provided in these By-Laws. The Declarant or such Board shall have the right to obtain injunctive relief as well as to pursue any remedy available at law due to the failure of a Unit Owner to comply with any part of this Section 6.10.4.

6.11 Alterations, Additions, Improvements or Repairs to Common Elements.

Except as otherwise provided in the Declaration or these By-Laws, all alterations, additions, improvements or repairs in or to any General Common Element shall be made by the Condominium Board, and the cost and expense thereof shall be charged to the Unit Owners as a General Common Expense. Except as otherwise provided in the Declaration or these By-Laws, all alterations, additions, improvements or repairs in or to any Residential Common Element shall be made by the Residential Board, and the cost and expense thereof shall be charged to the Residential Unit Owners as a Residential Common Expense. Except as otherwise provided in the Declaration or these By-Laws, all alterations, additions, improvements or repairs in or to any Non-Residential Common Element shall be made by the Non-Residential Board, and the cost and expense thereof

shall be charged to the Non-Residential Unit Owners as a Non-Residential Common Expense. Notwithstanding anything to the contrary contained in these By-Laws, neither Non-Residential Unit Owner may place or install any art or make or permit any alterations (other than repair or replacement), additions or improvements to any Common Element adjacent to Building without the prior written consents of the other Non-Residential Unit Owner and the Condominium Board. Whenever in the reasonable judgment of a Board, the cost of any alteration, addition, improvement or repair would exceed $100,000 in the aggregate in any calendar year (except if such alteration, addition, improvement or repair is provided for in a duly approved budget), then such proposed alteration, addition, improvement or repair shall not be made unless first approved by the Unit Owners of the Residential Section or of the Non-Residential Section, as the case may be, who shall be required to bear the cost and expense thereof, with respect to alterations, additions, improvements or repairs and with the consent of any Permitted Mortgagee holding a mortgage on a Unit in said Section. Except as otherwise provided in the Declaration or these By-Laws, all such alterations, additions, improvements or repairs costing in the aggregate $100,000 or less in any calendar year may be made as aforesaid without the approval of the Unit Owners or said Permitted Mortgagee.

6.12 Alterations of Certain Common Elements.

6.12.1 In the event that pursuant to any of the provisions of these By-Laws, any consent by any Board, Mortgage Representative(s) or Unit Owner(s) is required as a condition precedent to any alteration, addition or improvement to any Common Element (referred to in this Section 6.12 as an "Alteration"), proposed to be made by Declarant or its designee, a Unit Owner or a Board (referred to in this Section 6.12 as a "Proponent"), such consent shall not be unreasonably withheld or delayed by such Board, Mortgage Representative(s) or Unit Owner(s) (referred to in this Section 6.12 as an "Opposing Party") whose consent is so required. The Proponent shall give to the Opposing Party notice setting forth in reasonable detail the material aspects of such proposed Alteration. If the Opposing Party does not give notice of any objection to the Proponent within thirty (30) days after the Proponent gives its notice, then the Opposing Party shall be deemed to have consented to the making of the proposed Alteration. If the Opposing Party does give notice of objection (which notice of objection shall set forth in reasonable detail the specific objections of the Opposing Party) within such 30-day period and the Proponent considers such objection unreasonable, then the Proponent may submit to Arbitration (as provided in Article 10 hereof) the question of whether or not the Opposing Party unreasonably withheld its consent. If in such Arbitration it is determined that the Opposing Party unreasonably withheld its consent, the Proponent, as its sole remedy, may make the proposed Alteration. In no event shall any arbitrator in such Arbitration determine that the Opposing Party reasonably withheld its consent to such proposal if (a) the Proponent makes or causes to be made reasonable provisions providing (i) for the costs and expenses of the Alteration to be paid by it, and (ii) that all costs and expenses for maintaining and repairing such Alteration after its completion will not be charged to the other Unit Owner(s) as Common Expenses, (b) the proposed Alteration would not materially interfere with the use and enjoyment of the owners, tenants and occupants of the Unit represented by the Opposing Party; and (c) the proposed Alteration would not materially weaken the structure of the Building.

6.12.2 Nothing contained in Subsection 6.12.1 shall in any way be deemed to limit (a) the Proponent's right to modify any proposal made by it thereunder in such a manner as

such Proponent believes will meet the objections of the Opposing Party or of any arbitrator, or (b) any party's right, pursuant to the other applicable provisions of these By-Laws or the Declaration, to make any Alteration to a Common Element without the Opposing Party's approval.

6.13 Restrictions on Use of Units.

6.13.1 The Residential Units may be used for any lawful purposes to the extent permitted under applicable zoning law and ordinances and other applicable governmental laws and regulations as provided on the certificate of occupancy in effect at that time.

6.13.2 The Non-Residential Units may be used for any lawful purposes the extent permitted under applicable zoning and other governmental laws and regulations, as provided on the certificate of occupancy in effect at that time. Non-Residential Unit 2, consisting of approximately 7,000 square feet shall be made available for and used for not-for-profit Community Facility Use as this term is defined in the NYC Zoning Resolution of September 1, 1989.

6.13.3 Notwithstanding the foregoing, the following uses are prohibited in all the Units:

(a) Movie Theaters.

(b) Clubs (except for a health clubs).

(c) College or school fraternity or sorority houses.

(d) Community centers or settlement houses.

(e) Government operated health centers or independent out-of-hospital health facilities incorporated pursuant to Article 7 of the New York State Social Services Law.

(f) Health centers or facilities, hospitals or medical offices which are primarily, predominately or substantially devoted on a programmatic basis to either abortion services, substance abuse treatment or substance abuse counseling and related uses.

(g) Welfare centers, food distribution centers, homeless shelters, and related uses.

(h) Supermarkets.

(i) Bowling Alley.

(j) Dance Hall.

(k) Discotheque.

(l) Bakery.

(m) Restaurant.

(n) Bars, nightclubs.

6.13.4 If required by law, the Condominium Board shall cause to be installed, at the Unit Owner's expense, window guards in all windows of a Unit. Such Unit Owner shall maintain all window guards installed in the Unit and shall not remove same until permitted by applicable law and in any event, without full knowledge of the Condominium Board.

6.13.5 Notwithstanding the provisions of this Subsection 6.13, Declarant or its designee may, without the permission of any Board, (a) grant permission for the use of any Unsold Unit for any purpose, provided such use is permitted by law, does not violate the then existing certificate of occupancy for such Unit and the user of such Unit complies with all applicable governmental regulations, and (b) use any Unsold Units as models and sales, administration and/or promotion offices in connection with the sale or rental of the Units or for any other purpose, subject only to the provisions of the Declaration and these Bylaws and in compliance with applicable governmental laws and regulations.

6.13.6 No Unit Owner or occupant shall use, store, generate, treat, transport, handle or dispose of within its Unit or elsewhere in the Building any Hazardous Substances, other than ordinary cleaning fluids which are used, stored, generated, treated, transported, handled and disposed of by an occupant in strict compliance with applicable Law. "Hazardous Substances" means any pollutants, contaminants, toxic or hazardous substances, materials, wastes, constituents, compounds or chemicals (including, without limitation, petroleum or any by-products or fractions thereof, any form of natural gas, lead, asbestos and asbestos-containing materials, building construction materials and debris, polychlorinated biphenyls ("PCBs") and PCB-containing equipment, radon and other radioactive elements, ionizing radiation, electromagnetic field radiation and other non-ionizing radiation, infectious, carcinogenic, mutagenic, or etiologic agents, pesticides, defoliants, explosives, flammables, corrosives and urea formaldehyde foam insulation) that are regulated by, or may now or in the future form the basis of liability under, any Law.

6.14 Use of Common Elements.

6.14.1 Common Elements and Limited Common Elements may be used only for the furnishing of the services and facilities and for the other uses for which they are reasonably suited.

6.14.2 No furniture, packages or objects of any kind shall be placed in the lobbies, vestibules, public halls, stairways, or any other parts of the Common Elements.

6.14.3 In the event that the Condominium Board erects a sidewalk bridge or

other scaffolding at the Building, the Condominium Board shall give due regard to the use of Unit Owners at the time in question and shall use best efforts to (i) minimize any disruption to the use of Units or their tenants, and (ii) not restrict ingress or egress through the exterior doorways to the Units. In furtherance thereof, the Condominium Board agrees to consult with the Non-Residential Unit Owners prior to the installation of such sidewalk bridge or other scaffolding and to permit any Unit Owner to install, at its own cost and expense, signs upon the sidewalk bridge and scaffolding. Any sidewalk bridge or other scaffolding installed shall be a "two-story" structure with adequate lighting.

6.14.4 There will be no barbecuing or cooking on the common roof terrace.

6.14.5 There will be no ball playing on the common roof terrace.

6.14.6 No Unit Owner shall play or suffer to be played any musical instrument or practice or suffer to be practiced vocal music, or operate, or permit to be operated a radio, television, stereo or loud speaker or other audio or video equipment on any roof terrace.

6.14.7 No Unit Owner shall use the common roof terrace before 10:00 AM or after 10:00 PM.

6.14.8 No Unit Owner shall have more than 2 guests on the common roof terrace at anytime without the prior written consent of the Board.

6.14.9 No articles or fixtures, shall be maintained, constructed, stored or allowed to stand on any terrace, other than furniture and equipment of the kind usually maintained on a terraces. No umbrellas awnings or lawn furniture may be maintained on any terrace. No articles or fixtures, shall be permitted on any terrace which would in any way cause the Condominium's insurance to be increased.

6.14.10 Plantings on any terrace shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two inches from the terrace surface, and, if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such roof terrace, but shall stand on supports at least two inches above the surface. It shall be the responsibility of the Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Unit Owner shall pay the cost of any repairs or replacements rendered necessary, or damage caused, by such plantings.

6.14.11 No pets will be permitted on the common roof terrace.

6.14.12 Except pursuant to rules adopted by the Condominium Board, and the terms and provisions of the Declaration and these By-Laws, in no event shall the Condominium

Board or Unit Owners impair, restrict or impede the use of the General Common Elements or the Limited Common Elements described in the Declaration.

6.15 Right of Access. Each Unit Owner grants a right of access to their respective Units to the Condominium Board, the managing agents, managers, superintendents and/or any other person authorized by any of the foregoing for the purpose of making inspections of, or for the purpose of removing violations noted or issued by any governmental authority against, the Common Elements or Limited Common Elements or any other part of the Property, or for the purpose of curing defaults hereunder or under the Declaration by such Unit Owner or correcting any conditions originating in such Unit Owner's Unit and threatening another Unit or all or any part of the Common Elements, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other portions of the Common Elements within such Unit Owner's Unit or elsewhere in the Building, or for the purpose of reading, maintaining or replacing utility meters relating to the Common Elements, Unit or any other Unit in the Building or to correct any condition which violates the provisions of any Permitted Mortgage covering another Unit, provided that requests for such entry are made not less than three (3) days in advance and that any such right shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business by the tenants and occupants of the Units for their permitted purposes. In case of an emergency, such right of entry shall be immediate, without advance notice, whether or not the Unit Owner is present. Each Unit Owner shall have the right to accompany members of the Condominium Board during any inspection of such Unit for the purposes set forth in this Section 6.15, except in the case of emergencies.

6.16 Real Estate Taxes, Water Charges and Sewer Rents. Water and sewer services shall be supplied to and for all of the Units and the Common Elements through one or more building systems by The City of New York or such other utility servicing the Unit. Except to the extent Unit Owners are billed directly by the City Collector or such other utility, the Condominium Board shall pay all such charges, together with all related sewer rents arising therefrom, promptly after the bills for the same shall have been rendered. Until the Units are separately assessed for real estate tax purposes, each Unit Owner shall pay their respective pro rata share of all real estate taxes with respect to the Property (in the proportion that their Common Interest bears to the Common Interests of all Units) to the Condominium Board as Common Charges, which will in turn pay such taxes to the proper authorities of The City of New York. In the event of a proposed sale of any Unit, the Condominium Board, on request of the selling Unit Owner, shall execute and deliver to the purchaser of such Unit or to such purchaser's title insurance company, a letter agreeing to pay all charges for water, sewer rents and real estate taxes (so long as such Board is still collecting and paying such charges) affecting such owner's Unit to the date of the closing of title to such Unit, promptly after such charges have been billed by the proper authorities.

6.17 Utilities Serving the Common Elements. Except as otherwise provided in this Article 6, the cost and expense of water, sewer facilities, steam, electricity and gas serving or benefiting any Common Element shall be (a) considered part of the expense of maintaining such Common Element, and (b) determined by the Condominium Board, Residential Board or Non-Residential Board, as the case may be, as a Common Expense. Any dispute as to the amount of such cost or expense shall be determined by Arbitration.

6.18 Abatement and Enjoinment of Violations by Unit Owners.

6.18.1 The violation of any of the By-Laws contained herein, or the breach of any provision of the Declaration, shall give the Condominium Board with respect to the matters affecting the General Common Elements, the Residential Board with respect to matters affecting the Residential Section, the Non-Residential Board with respect to matters affecting the Non-Residential Section, the right, in addition to such other rights set forth in these By-Laws, (i) to enter any Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition resulting in such violation or breach and the Board shall not thereby be deemed guilty or liable in any manner of trespass, or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

6.18.2 The violation or breach of any of the provisions of these By-Laws, or the Declaration with respect to any rights, easements, privileges or licenses granted to Declarant or its designee shall give to Declarant and its designee the right, in addition to any other rights set forth in these By-Laws or the Declaration, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

ARTICLE 7

MORTGAGES

7.1 Mortgage of Units. No Unit Owner shall mortgage his Unit, except to a Permitted Mortgagee. A mortgage may be made to a reputable private lender, other than a lender as above described, provided the same is approved in writing by either the Declarant, or the Non-Residential Board in the case of a Non-Residential Unit or the Residential Board in the case of a Residential Unit. Such approval shall be in the sole and absolute discretion of Declarant or the appropriate Board as the case may be. Prior to or simultaneously with the closing of any mortgage, the Unit Owner must satisfy all arrearages for unpaid Common Charges or assessments due to the applicable Board(s) and discharge any liens therefor.

7.2 Notice to Board. A Unit Owner who mortgages such Unit Owner's Unit, or the holder of any mortgage encumbering such Unit, shall notify the appropriate Board of the name and address of the mortgagee and shall file a conformed copy of the note and mortgage with the appropriate Board. Such Unit Owner shall, prior to making such mortgage, satisfy all unpaid liens against such Unit Owner's Unit other than Permitted Mortgages. A Unit Owner who satisfies a mortgage covering such Unit Owner's Unit shall so notify such Board and shall file a conformed copy of the satisfaction of mortgage with such Board. Such Board shall maintain such information in a book entitled "Mortgages of Units."

7.3 Notice of Default and Unpaid Common Charges. Whenever so requested in writing by a Permitted Mortgagee, the appropriate Board with respect to Permitted Mortgagees of Units, shall promptly report to such Permitted Mortgagee any default in the payment of Common Charges due to the applicable Board(s) or any other default by the Unit Owner of such Unit under the

provisions of the Declaration or these By-Laws of which the Board may have received notice. The Board, when giving notice to a Unit Owner of any such default, shall, if requested, also send a copy of such notice to any Permitted Mortgagee thereof.

7.4 **Performance by Permitted Mortgagees.** A Board shall accept, by any Permitted Mortgagee, payment of any sum or performance of any act required to be paid or performed by a Unit Owner pursuant to the provisions of the Declaration, or these By-Laws, with the same force and effect as though paid or performed by any Unit Owner, in which event the Permitted Mortgagee shall be subrogated to the rights and interests of the Board, upon such payment or performance.

7.5 **Examination of Books**. Each Unit Owner and Permitted Mortgagee shall be permitted to examine the books and records of the Boards at reasonable times, on business days, but not more than once a month.

7.6 **Consent of Mortgagees.** Except as otherwise expressly provided for herein or in the Declaration, no consent or approval by any mortgagee shall be required with respect to any determination or act of a Board, officer or Unit Owner; provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgagee against such Unit Owner's mortgagor or deemed to prohibit the Board from entering into a separate agreement with a Permitted Mortgagee granting consent or approval rights to such Permitted Mortgagee.

7.7 **Appointment of Members of Condominium Board by Permitted Mortgagee.** If a default occurs under a Permitted Mortgage, the Unit Owner owning the Unit securing the lien of such Permitted Mortgage shall, immediately upon notification by Permitted Mortgagee of the existence of such default and a demand that the Unit Owner's representatives resign from each applicable Board, shall deliver written notice to each of its representatives on such Board(s) requiring such representatives to resign effective as of the date of such notice, whereupon the representatives shall deliver written resignations to such Board forthwith. Thereafter, the vacancies on such Board(s) created by such resignations shall be filled by appointments made by the Permitted Mortgagee until further notice from such Permitted Mortgagee. Each Unit Owner hereby appoints its Permitted Mortgagee as (i) the attorney-in-fact of such Unit Owner, in Unit Owner's name, place and stead, with full power of substitution, to deliver such notice, take all actions and sign all documents and instruments necessary to cause the resignation of each of such Unit Owner's representatives on each applicable Board, in the event such Unit Owner fails to deliver the resignation notice as set forth herein, and (ii) the attorney-in-fact of each of such Unit Owner's representatives on the Board, in each of such representatives' name, place and stead, with full power of substitution, to deliver such written resignation, take all actions and sign all documents and instruments necessary to effectuate the resignation of each of such representatives on each applicable Board, in the event any or all of such representatives fails to deliver the written resignation as set forth herein. Each of such powers of attorney, being coupled with an interest, shall be irrevocable.

ARTICLE 8

CONDEMNATION

In the event of the taking in condemnation or by eminent domain of all or any part of the Common Elements or Limited Common Elements, the applicable Board, subject to the provisions set forth below, will arrange for the prompt repair and restoration of such part of the Common Elements or Limited Common Elements so taken which, pursuant to the provisions of these By-Laws, are required to be maintained by such Board. The award made for any such taking shall be payable to the applicable Board for the repair and restoration thereof, as aforesaid; provided, however, that if any such award exceeds $500,000, the award shall be payable to the Insurance Trustee and shall be disbursed to the contractors engaged in such repair and restoration, if any, in appropriate progress payments. If the net proceeds of any such award are insufficient to cover, or if such net proceeds exceed the cost of any repairs and restorations, the deficit or surplus, as the case may be, will be borne and shared by all Unit Owners with respect to any taking of the Common Elements and/or Limited Common Elements, as applicable, pro rata in accordance with their applicable Common Interests. If all Unit Owners do not duly and promptly resolve to proceed with such repair and restoration of the Common Elements and/or Limited Common Elements, as applicable, then such repairs or restorations of the Common Elements shall not be made and the net proceeds of any such award with respect thereto shall be divided among the Unit Owners pro rata in accordance with their applicable Common Interests after first paying out of the share of each Unit Owner the amount of any unpaid liens on such Unit other than mortgages which are not Permitted Mortgages.

ARTICLE 9

RECORDS AND AUDITS

9.1 Records. Each Board or the managing agent for the Board, if any, shall keep detailed records of the actions of the Board, minutes of the meetings of the Board, and financial records and books of account with respect to the activities of the Board, including a listing of all receipts and expenditures.

9.2 Audits. Within four (4) months after the end of each fiscal year, an annual report of receipts and expenditures prepared and certified by an independent certified public accountant shall be submitted by (a) the Residential Board to the Residential Unit Owners, (b) the Non-Residential Board to the Non-Residential Unit Owners, and (c) the Condominium Board to the Residential Board, the Non-Residential Board and all Unit Owners, and if so requested, to any Permitted Mortgagee, as the case may be. The costs of such reports shall be paid by each Board as a Common Expense.

9.3 Availability of Documents. Copies of the Declaration, and these By-laws, 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. Any Unit Owner may, at any reasonable time and at its own expense, cause an audit or inspection to be made of the records maintained pursuant to Section 9.1 with respect to matters within the responsibility of either or both of (i) the Condominium Board or (ii) the Board of the section of the Building in which it owns a Unit.

ARTICLE 10

ARBITRATION

10.1 General Procedure. Any arbitration provided for in these By-Laws ("Arbitration") shall be conducted before one arbitrator in New York City by the American Arbitration Association or any successor organization thereof, in accordance with its rules then in effect and the decision rendered in such arbitration shall be binding upon the parties and may be entered in any court having jurisdiction. In the event that the American Arbitration Association is not then in existence and has no successor, any arbitration hereunder shall be conducted in New York City before one arbitrator appointed, on application of any party, by any justice of the highest court of appellate jurisdiction located in the County of New York having jurisdiction over the matter. The decision of the arbitrator so chosen shall be given within ten (10) days after such arbitrator's appointment. Any arbitrator appointed or selected in connection with any arbitration under this Article 10 shall be a lawyer or real estate owner, developer, or manager familiar with condominium properties and having general legal or real estate experience, as the case may be, of not less than fifteen (15) years.

10.2 Costs and Expenses. The fees, costs and expenses of the arbitrator will be borne by the losing party in the arbitration or, if the position of neither party to the dispute will be substantially upheld by the arbitrator, such fees, costs and expenses will be borne equally by the disputants unless otherwise set by the arbitrator. Each disputant will also bear the fees and expenses of such disputant's counsel and expert witnesses. All costs and expenses paid or incurred by the Condominium Board, the Residential Board, or the Non-Residential Board, in connection with any arbitration held hereunder, including, without limitation, the reasonable fees and expenses of counsel and expert witnesses, will constitute General Common Expenses, Residential Common Expenses or Non-Residential Common Expenses, as the case may be.

10.3 Agreement by Parties. The parties to any dispute required or permitted to be submitted to arbitration hereunder may, by mutual agreement between them, vary any of the provisions of Section 10.1 with respect to the arbitration of such dispute, or may agree to resolve their dispute in any other manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as the "New York Simplified Procedure for Court Determination of Disputes."

ARTICLE 11

MISCELLANEOUS

11.1 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, irrespective of the number of violations or breaches which may occur.

11.2 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws nor the intent of any provision hereof.

11.3 Certain References.

11.3.1 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.

11.3.2 The terms "herein," "hereof" or "hereunder" or similar terms used in these By-Laws refer to these entire By-Laws and not to the particular provision in which the terms are used, unless the context otherwise requires.

11.3.3 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of these By-Laws.

11.4 Severability. Subject to the provisions of the Declaration, if any provision of these By-Laws is invalid or unenforceable as against any person, party or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other persons, parties or circumstances shall not be affected thereby. Each provision of these By-Laws shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by law. In the event any provision of these By-Laws conflicts with the provisions of the Declaration, the provisions of the Declaration shall control.

11.5 Insurance Trustee. With respect to insurance maintained by the Condominium Board, the Insurance Trustee shall be a bank, a trust company or savings and loan association designated by the Condominium Board and having a capital surplus and undivided profits of $500,000,000 or more. In the event the Insurance Trustee resigns or the Condominium Board wishes to replace it, the Condominium Board shall promptly appoint a new Insurance Trustee. The Condominium Board shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a Common Expense. The Insurance Trustee shall hold all such proceeds in accordance with Section 254(4) of the Real Property Law of the State of New York, subject to the requirements for disbursement of such proceeds set forth herein. Notwithstanding the foregoing, if required by Declarant's construction or permanent lender, such lender or its designee shall be the Insurance Trustee until its release of all Units from the lien of its mortgage.

11.6 Successors and Assigns. Except as set forth herein or in the Declaration to the contrary, the rights and/or obligations of Declarant or its designee as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Declarant.

11.7 Covenant of Further Assurances.

11.7.1 Any party which is subject to the terms of these By-Laws, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or

officer of the Board, or otherwise, shall, upon prior reasonable written request at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request to effectuate the provisions of these By-Laws 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.

11.7.2 If any Unit Owner, Board or other party which is subject to the terms of these By-Laws fails, within ten (10) days after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, the Board or party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws, or (ii) to deliver a written notice to the party requesting such execution, acknowledgment or delivery, stating the reasons why the Unit Owner, Board or other party refuses to execute, acknowledge or deliver such instrument or take such action, then the Board, which represents such Unit Owner, is hereby authorized, as attorney-in-fact for such Unit Owner, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner, and such document or action shall be binding on the Unit Owner.

11.7.3 If any Unit Owner, Board or other party which is subject to the terms of these By-Laws fails, within ten (10) days after request therefor to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, Board or party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws at the request of Declarant or the Non-Residential Unit Owner, then Declarant, and/or Non-Residential Unit Owner, are hereby authorized, as attorney-in-fact for such Unit Owner, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner(s), and such document or action shall be binding on such Unit Owner(s).

11.8 Non-Disturbance.

The Condominium Board, the Residential Board and the Non-Residential Board, at the request of Declarant or a Non-Residential Unit Owner, will enter into a non-disturbance agreement with any tenant with which Declarant or a Non-Residential Unit Owner or its designee has entered into a lease for all or any part of a Non-Residential Unit. Under the terms of the non-disturbance agreement, the tenant will acknowledge that the lease is subject and subordinate to the Declaration of Condominium and the Boards will agree that so long as there is no event of default under said lease, as would entitle Declarant or a Non-Residential Unit Owner or any successor landlord under the lease to terminate the lease or dispossess the tenant thereunder, the tenant shall not be named or joined in any action or proceeding to foreclose the Board's lien on a Non-Residential Unit for Common Charges or any other sums of any sort, and the Boards shall agree that the lease shall not be terminated nor shall the tenant's use, possession, or enjoyment of the Non-Residential Unit in question be interfered with, nor shall the leasehold estate granted by the lease be affected in any manner, nor shall any of the rights of the tenant granted under the lease be affected in any manner, in any foreclosure or other action or proceeding instituted under or in connection with such lien or in the exercise of any rights of the Boards, or, in case any Board takes possession of a Non-Residential Unit pursuant to any provision of the Declaration or By-Laws, or otherwise; provided however that if

any Board or any other party succeeds to the interests of the Declarant or a Non-Residential Unit Owner under the lease the tenant will agree to be bound to such Board or party under all of the terms, covenants and conditions of the lease and the tenant will attorn to such Board or party as its landlord. The non-disturbance agreement shall also give any tenant of a Non-Residential Unit, the same rights to act on behalf of a defaulting Board or Unit Owner as are otherwise available to the Declarant or a Non-Residential Unit Owner under the Declaration and By-Laws.

11.9 Sidewalk Maintenance.

The sidewalks abutting the Property shall be maintained by the Condominium Board.

ARTICLE 12

AMENDMENT TO BY-LAWS

12.1 Amendments by Unit Owners. Except as specifically provided herein or in the Declaration with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, or any Unit Owner, (a) any provision of these By-Laws may be added to, amended, modified or deleted by the vote of at least 80% in General Common Interest of all Unit Owners taken in accordance with the provisions of these By-Laws with the consent of Permitted Mortgagees, (b) any provision of these By-Laws benefiting, protecting or otherwise affecting only the Non-Residential Section, or the Non-Residential Unit Owner may be amended, modified, added to or deleted by the affirmative vote of 100% in number and Non-Residential Common Interest of all Non-Residential Unit Owners taken in accordance with the provisions of these By-Laws, and (c) any provision of these By-Laws benefiting, protecting or otherwise affecting only the Residential Section, or the Residential Unit Owners may be amended, modified, added to or deleted by the affirmative vote of 100% in number and Residential Common Interest of all Residential Unit Owners taken in accordance with the provisions of these By-Laws.

12.2 Amendments Affecting Declarant or its Designee or Unit Owners. Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition or deletion of or to these By-Laws, or the Declaration shall be effective in any way (a) without the prior written consent of the Unit Owner who is adversely affected thereby with respect to any amendment, modification, addition or deletion of or to these By-laws or the Declaration modifying the permitted uses of any Unit or affecting the rights, privileges, easements, licenses or exemptions granted to any Unit Owner, (b) without the prior written consent of Declarant or its designee, with respect to any amendment, modification, addition or deletion of or to these By-laws, or the Declaration modifying the permitted uses of a Unit or any portion thereof or affecting the rights, privileges, easements, licenses or exemptions granted to Declarant or its designee, or otherwise adversely affecting Declarant or its designee or the owner of any Unit, as the case may be, or (c) without the prior written consent of the holder of a Permitted Mortgage encumbering a Unit, with respect to any amendment, modification, addition or deletion of or to these By-laws, or the Declaration modifying the permitted uses of such Unit, or affecting the rights, privileges, easements, licenses or exemptions granted to the owner of such Unit.

ARTICLE 13

SALES AND LEASES OF UNITS

13.1 Sales and Leases. No Unit Owner other than Declarant may sell its Unit or lease all or any part of its Unit except by complying with the provisions below.

Any Unit Owner who receives (a) a bona fide offer for the sale of its Unit together with: (i) the undivided interest of its applicable Common Elements; (ii) the interest of such Unit Owner in any other assets of the Condominium, or (b) a bona fide offer for a lease of all or any part of its Unit; (hereinafter a bona fide offer for sale or lease of a Unit shall be referred to as an "Outside Offer"), which it intends to accept, shall give notice by certified or registered mail to the Board of the section of the Building in which such Unit is located of such offer and of such intention, the name and address of the proposed purchaser or lessee, a true copy of an executed contract of sale or lease or in lieu of the foregoing, a complete statement as to the essential terms of a proposed contract or lease and such other information as such Board may reasonably require, and shall offer to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, to such Board, or its designee, corporate or otherwise, on the same terms and conditions as contained in such Outside Offer. The giving of such notice shall constitute a warranty and representation by the Unit Owner who has received such offer, to the appropriate Board, that such Unit Owner believes the Outside Offer to be bona fide in all respects. Within thirty (30) days after receipt of such notice, the appropriate Board may elect, by notice, to such Unit Owner, by certified or registered mail, to purchase such Unit, together with the 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 the same terms and conditions as contained in the Outside Offer and as stated in the notice from the offering Unit Owner.

In the event the appropriate Board shall elect to purchase such Unit, together with the Appurtenant Interests, or to lease such Unit, or to cause the same to be purchased or leased by their designee, title shall close or a lease shall be executed at the office of the attorneys for the Board in accordance with the terms of such offer but in no event less than sixty (60) days after the giving of notice by the Unit Owner of its election to accept such offer (whichever date is later in time). At the closing, the Unit Owner of such Unit, together with the Appurtenant Interests, which is to be sold, shall convey the same to the appropriate Board or its designee, by deed in the form required by Section 339-o of the Real Property Law of the State of New York, with all transfer stamps affixed, and shall pay all other taxes arising out of such sale. In the event such Unit is to be leased, the offering Unit Owner shall execute and deliver to the appropriate Board, or to its designee, a lease between the offering Unit Owner, as landlord, and the appropriate Board, or its designee, as tenant, covering such Unit, for the rental and term contained in such Outside Offer. If the Outside Offer with respect to any lease of a Unit prohibits subleasing, the appropriate Board or its designee shall, notwithstanding the terms of such Outside Offer, have the right to sublease such Unit with the consent of the offering Unit Owner, which shall not be unreasonably withheld or delayed. Notwithstanding any restriction on use of a Unit contained in an Outside Offer, the appropriate Board or its designee shall have the right to use the Unit for any lawful purpose.

In the event the appropriate Board or its designee fail to notify the offering Unit Owner of its decision to accept such offer within thirty (30) days after receipt of notice as aforesaid or notify the offering Unit Owner within said period of its decision not to accept such offer, the offering Unit Owner shall be free to consummate the sale of such Unit, together with the Appurtenant Interests, or consummate the lease of such Unit, as the case may be, within ninety (90) days after the expiration of the thirty (30) day period in which the appropriate Board or its designee might have accepted such offer, to the Outside Offeror, on exactly the terms and conditions set forth in the notice from the offering Unit Owner to the appropriate Board of such Outside Offer. Any amendment of such contract or sale shall constitute a new Outside Offer which must be offered to the appropriate Board. Any such deed to any Outside Offeror shall provide that acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as the same may be amended from time to time. Any such lease shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended or assigned, without the prior consent in writing of the appropriate Board, such consent not to be unreasonably withheld or delayed, and that the tenant shall not sublet or license the demised premises, or any part thereof, without the prior consent in writing of the appropriate Board, such consent not to be unreasonably withheld or delayed, and that the appropriate Board shall have power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease. In the event the offering Unit Owner shall not, within such ninety (90) day period, consummate such sale or lease pursuant to the terms of such contract or lease, then should such offering Unit Owner thereafter elect to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, to the same or another Outside Offeror on the same or other terms and conditions, the offering Unit Owner shall be required to again comply with all of the terms and provisions of this Section 13.1.

Any purported sale or lease of a Unit in violation of this Section 13.1 shall be voidable at the election of the appropriate Board.

13.2 Release by a Board of the Right of First Refusal. The right of first refusal contained in Section 13.1 may be released or waived by the appropriate Board, in which event the Unit, together with the Appurtenant Interests, may be sold, conveyed, or leased, free and clear of the provisions of such section.

13.3 Certificate of Termination of Right of First Refusal. A certificate, executed and acknowledged by an officer of the appropriate Board, stating that the provisions of Section 13.1 have been met by a Unit Owner, or have been duly waived by the appropriate Board, shall be conclusive upon the appropriate Board in favor of all persons who rely thereon in good faith. Such certificates shall be furnished to any Unit Owner who has in fact complied with the provisions of Section 13.1 or in respect to whom the provisions of such section have been waived, upon request.

13.4 Financing of Purchase of Unit by the Appropriate Board. Acquisition or lease of a Unit by the appropriate Board, or its designee, on behalf of all Unit Owners of the appropriate Section, may be made from the working capital and Common Charges in the possession of the appropriate Board, or, if such funds are insufficient, the appropriate Board may levy an assessment

against each Unit Owner in the Section, in proportion to his ownership in the Common Elements, as a Common Charge, or, the appropriate Board, in its discretion, may borrow money to finance the acquisition or lease of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, so to be acquired by the appropriate Board.

13.5 Waiver of Right of Partition with Respect to Such Units as are Acquired by the Appropriate Board or its Designee, on Behalf of All Unit Owners of the Section as Tenants in Common. In the event that a Unit shall be acquired by the appropriate Board, or its designee, on behalf of all Unit Owners in the Section as tenants in common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

13.6 Payment of Common Charges and Assessments. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit, except in the case of Permitted Mortgagees, unless and until it shall have paid in full to the respective Boards all unpaid Common Charges and assessments theretofore assessed by the Boards against his Unit and until it shall have satisfied all unpaid liens against such Unit.

13.7 Fees and Charges. The appropriate Board shall have the right to require the Unit Owner who is selling or who is a prospective lessor to pay a fee to the appropriate Board and/or the Managing Agent to cover reasonable legal and other expenses of the appropriate Board and/or the Managing Agent in connection with the sale or lease of a Unit pursuant to the provisions of this Article 13 except such charges and fees shall not apply to a sale or lease of any Unit by Declarant or Declarant's designee.

13.8 No Application to Declarant. The provisions of Subsections 13.1 through 13.7 shall not apply to (a) Declarant who shall have the right, at any time in their sole discretion to acquire or to sell their Units together with their Appurtenant Interests and to lease all or any part of their respective Units together with their Appurtenant Interests, or (b) the acquisition, sale or lease of a Unit together with its Appurtenant Interests by a Permitted Mortgagee who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure.

13.9 No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, 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. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interest or interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

HOUSE RULES OF THE RESIDENTIAL SECTION

1. The sidewalks, passages, (together referred to as APassages@) entrances, public halls, elevators, vestibules, corridors and stairways of the Building shall not be obstructed or used for any other purpose than ingress to and egress from the Units.

2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the Passages, public halls, vestibules, corridors, stairways or fire tower landings of the Building, nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows or roofs or placed upon the window sills of the Building.

3. Neither occupants nor their guests shall play in the passages, entrances, public halls, elevators, vestibules, corridors, stairways or fire towers of the Building.

4. No passages, public hall, public elevator or vestibule of the Building shall be decorated or furnished by any Unit Owner in any manner.

5. Each Unit Owner shall keep such Unit Owner's Unit and any Limited Common Elements appurtenant thereto (including the surface and drains of any Terrace appurtenant to a Unit) in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance. Any determination as to what constitutes a good state of preservation and cleanliness for any Unit Owner's Terrace shall be within the sole but reasonable discretion of the Board.

6. No window guards, window shades or window decorations shall be used in or about any Unit, unless otherwise required by law, except such as shall have been approved in writing by the Board or the managing agent of the Building. No clothes, sheets, blankets, laundry or other articles of any kind shall be hung on or out of a Unit or its appurtenant Limited Common Elements. No window frames or mullions may be removed, altered or replaced without the written consent of the Board.

7. No radio, television aerial, satellite dish or similar device shall be attached to or hung from the exterior of the Building and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any door or window or other part of the Building or Passages except such as are permitted pursuant to the Declaration or the By-Laws or shall have been approved in writing by the Board or the managing agent, nor shall anything be projected from any door or window of the Building without similar approval, except as may otherwise be required by law.

8. No heat, ventilator or air conditioning device or window fan shall be installed in any Unit without the prior written approval of the Board, which approval may be granted or refused in the sole discretion of the Board.

9. All radio, television, computer 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 in such Unit Owner's Unit.

10. No velocipedes, bicycles, scooters or similar vehicles shall be allowed in any of the elevators other than the elevators designated by the Board or the managing agent of the Building for that purpose, and no baby carriages or any of the above-mentioned vehicles or other equipment, furniture or other personal articles shall be allowed to stand in the Passages, public halls, vestibules, corridors or other public areas of the Building.

11. No Unit Owner shall make or permit any disturbing noises or activity in the Building, or do or permit anything to be done therein, which will interfere with the rights, comfort or convenience of other Unit Owners or the tenants or occupants of the Building. No Unit Owner shall play or suffer to be played any musical instrument, or practice or suffer to be practiced vocal music, or operate or permit to be operated a radio, television, computer, stereo or other device that contains or is connected to a loud speaker or otherwise generates sound in such Unit Owner's Unit between 11:00 P.M. and the following 7:00 A.M., if the same shall disturb or annoy other occupants of the Building, unless the same shall have the prior written consent of the Board. No construction or 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 or repair work is necessitated by an emergency or unless such work is performed by Declarant.

12. Not more than one domestic animal, other than tropical fish, shall be kept or harbored by a Unit Owner or Tenant- in the Building, unless the Unit Owner or Tenant, for each additional animal, shall be expressly permitted in writing by the Board to do so and such permission shall be revocable by the Board at any time. In no event shall Apit bulls@ or similar dogs or other dangerous animals or non-domestic animals be permitted in the Building. In no event shall dogs be permitted in any of the public portions of the Building unless carried or on leash. No birds or other animals shall be fed from the window sills, terraces, balconies or on the sidewalk or street adjacent to the Building. No aquarium exceeding 50 gallons of water may be kept in any Unit. Unit Owners will be responsible to cleanup after their pets in common areas of the Building. Individual Unit Owners who keep an animal in the Building shall indemnify and hold harmless against any loss, liability, or damage of any kind or character whatever arising from or as a result of having an animal in the Building.

13. Servants, messengers and tradespeople visiting or residing in the Building may be required to use the elevators designated by the Board or the managing agent of the Building for that purpose, for ingress and egress. and shall not use any of the other elevators for any purpose, except that nurses in the employ of Unit Owners or their guests or tenants may use any of the other elevators when accompanying said Unit Owners, guests or tenants. However, a guest or visitor of a Unit Owner may use any of the elevators freely, if authorized by such Unit.

14. All service and delivery persons may be required to use the service entrance unless otherwise directed. All packages, whenever feasible, will be required to be delivered by outside personnel to the package room in the lobby where such packages will be held for pick-up by Unit Owners. Deliveries, if made, will be made from the package room to individual Units only by building personnel or as otherwise directed by building personnel. Such deliveries will be made only at such times as a Unit is occupied by the resident thereof or an authorized person and said resident or authorized person is willing to accept delivery. If the Unit is not so occupied or delivery is declined, the package will be held in the package room until the resident or authorized person returns or requests delivery. In the case of packages containing perishable food items, service or delivery persons who are registered with building personnel will be permitted to make deliveries directly to individual Units after such service or delivery persons have received approval for such delivery from the Unit Owner.

15. Trunks and heavy baggage shall be taken in or out of the Building by the elevators designated by the Board or the managing agent of the Building for that purpose, and through a designated entrance only.

16. No Unit Owner or any visitor, guest, patient, employee or any client of a Unit Owner shall be allowed in the heating, electrical or mechanical equipment areas without the express permission of the Board of Managers.

17. All damage to the Building or Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such article.

18. No refuse from the Units shall be sent to the below grade levels of the Building except at such times and in such manner as the Board or the managing agent of the Building may direct.

19. Toilets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, sanitary napkins, diapers, rags or any other foreign object or article be thrown into the same. Any damage to the Building resulting from misuse of any toilets or other apparatus in a Unit shall be repaired and paid for by the Owner of such Unit.

20. No occupant of the Building shall send any employee of the Building or of the managing agent thereof out of the Building on any private business.

21. The agents of the Board or the managing agent, and any contractor or worker authorized by the 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 written 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 manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

22. Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

23. The Board or the managing agent of the Building may retain a passkey to each Unit. If any lock is altered or a new lock is installed, the Board or the managing agent of the Building shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner is not personally present to open and permit an entry to such Unit Owner's Unit at any time when an entry therein is necessary or permissible under these House Rules or under the By-Laws and has not furnished a key to such Board or such managing agent, then the Board or such managing agent or their agents (but, except in an emergency, only when specifically authorized by an officer of such Board or an officer of the managing agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if during such entry reasonable care under the circumstances is given to such Unit Owner's property).

24. No vehicle belonging to a Unit Owner or to a member of the family guest, tenant or employee of a Unit Owner shall be parked in such manner as to or prevent ready access to any entrance to or exit from the Building by another vehicle.

25. Complaints regarding the services of the Building shall be writing to the Board or to the managing agent.

26. Any consent or approval given under these House Rules may be granted, refused, added to, amended or repealed, in the sole discretion of the Board at any time by resolution of the Board. Further, any such consent or approval of the discretion of the Board, may be conditional.

27. Unit Owners will faithfully observe the following procedures with respect to the use of the compactor: (a) wrap dust, floor and powdered waste in compact packages before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the chute; (d) crush into tight bundles all papers before placing the same in the hopper door; (e) deposit all bundles of waste into the hopper; (f) refrain from depositing waste of an explosive nature therein; (g) observe all Laws regarding recycling of refuse then imposed by governmental agencies having jurisdiction thereover and (h) observe any additional recycling rules established by the Condominium Board.

28. Except as permitted under the Declaration and By-Laws, Unit Owners, their families, guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building.

29. Unit Owners, their guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Units or any public portions of the Building.

30. No Unit Owner or any of such Unit Owner's agents, servants, employees, licensees, tenants, sublessees or visitors shall at any time bring into or keep in such Unit Owner's Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.

31. If any key or keys are entrusted by a Unit Owner or by any member of such Unit Owner's family or by such Unit Owner's agent, servant, employee, tenant, sublessee, licensee or visitor to an employee of the Board or the managing agent, whether for such Unit Owner's Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Board nor the managing agent of the Building shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

32. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of the Building or contents thereof without the prior written consent of the Condominium Board. No Unit Owner shall permit anything to be done or kept in such Unit Owner's Unit or in the Common Elements which will result in the cancellation of insurance on the Building or which would be in violation of any law. No waste shall be committed in the Common Elements.

33. The Board shall have the right from time to time to relocate any portion of the Common Elements devoted to storage or service purposes.

34. No group tour or exhibition of any Unit or its contents shall be conducted, nor shall any auction sale be held in any Unit, without the prior consent of Board or the managing agent.

35. In the event that any Unit is used for home occupation purposes which are permitted by law and the By-Laws, in no event shall any patients, clients or other invitees be permitted to wait in any lobby, public hallway or vestibule.

36. There will be no barbecuing in the Units in their Common Elements (including Terraces).

37. The Board reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any rule or regulation at any time prescribed for the Building when, in the reasonable judgment of the Board, the Board deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Building or the preservation of good order therein, or the operation or maintenance of the Building or the equipment thereof, or the comfort of Unit Owners, occupants or others in the Property. No rescission, alteration, waiver or addition of any rule or regulation in respect of one Unit Owner or other occupant shall operate as a rescission, alteration or waiver in respect of any other Unit Owner or other occupant.

38. No article, including, but not limited to, bicycles and similar vehicles, shall be stored or allowed to stand on Terraces, other than furniture of the kind usually maintained in outdoor areas.

39. Plantings on any terrace or roof area shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two inches from the terrace surface, and, if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such Terrace, but shall stand on supports at least two inches above the surface. It shall be the responsibility of the Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Unit Owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings.

40. No Unit Owner or any of his family members, agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his Unit or Common Elements any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit or Common Elements.

41. Clothes Dryers purchased by Unit Owners must be electric and ventless, since exhaust ducts will not be installed.

THIRD AMENDMENT TO THE CONDOMINIUM OFFERING PLAN FOR THE DWYER CONDOMINIUM LOCATED AT 258 ST. NICHOLAS AVENUE, NEW YORK, NEW YORK 10027

The Condominium Offering Plan for The Dwyer Condominium, located at 258 St. Nicholas Avenue, New York, New York 10027 (the "Property"), which was accepted for filing on December 5, 2005 as amended by a First Amendment which accepted for filing on October 3, 2006 and a Second Amendment which was accepted for filing on June 19, 2007 (as amended, the "Plan"), is hereby modified and supplemented by this Second Amendment as follows:

1. FIRST UNIT CLOSING; SCHEDULE B

The section of the Plan entitled "Description of Property and Improvements" is hereby amended to provide that the First Unit Closing is expected to occur on or about January 1, 2008.

The amounts set forth in the Condominium budget have been revised to reflect the anticipated costs for the new projected first year of Condominium operation from January 1, 2008 to December 31, 2008. Annexed hereto as Exhibit A is a revised Schedule B and Notes to Schedule B. Annexed hereto as Exhibit B is a new certification of Sponsor's expert as to the adequacy of the updated budget. Annexed hereto as Exhibit C is a revised Schedule A setting forth the revised Common Charges and Carrying Costs of each Unit based upon such updated budget.

2. RIGHT OF RESCISSION

As more fully set forth in the Plan and the First Amendment thereto, the First Unit Closing was originally expected to occur on or about January 1, 2007. The expected date for the First Unit Closing was amended by the Second Amendment to the Plan to October 1, 2007. Based upon the change in the expected date of the First Unit Closing under this Third Amendment to January 1, 2008, each Purchaser who entered into a Purchase Agreement prior to July 1, 2007, the date of filing of the Second Amendment to the Plan, shall have the right to rescind his or her Purchase Agreement within fifteen (15) days of service of a copy of this Amendment.

Not later than fifteen (15) days after the service of this Amendment, any Purchaser who desires to exercise his or her right of rescission must deliver to Sponsor's attorney, Seiden & Schein, P.C., 570 Lexington Avenue, 14th floor, New York, New York 10022, by certified United States mail, return receipt requested, a written notice that Purchaser no longer desires to purchase a Unit and wishes to rescind his or her Purchase Agreement. In the event that a Purchaser timely exercises his or her right of rescission, Sponsor shall return to Purchaser the down payment made at the time the Purchase Agreement was executed, together with any and all interest earned thereon, and upon the

return of such down payment, Purchaser and Sponsor shall have no further obligations under the Purchase Agreement.

3. EXTENSION OF OFFERING

The expiration of the Plan is hereby extended for a period of six (6) months after the date of acceptance for filing of this Third Amendment by the Department of Law.

4. NO OTHER MATERIAL CHANGES

There have not been any material changes in the Plan, except as set forth in the First and Second Amendments and this Third Amendment.

Dated: December 21, 2007

Sponsor:

258 SAINT NICHOLAS AVENUE LLC

EXHIBIT A

REVISED SCHEDULE B AND NOTES TO SCHEDULE B

Schedule B

PROJECTED OPERATING BUDGET FOR TWELVE-MONTH PERIOD

January 1, 2008 THROUGH December 31, 2008

	$	Notes
EXPENSES		
Concierge/Security	137,645.00	(1)
Payroll & Wage Related Expense	31,320.00	(2)
Superintendent's Apartment Costs	23,300.00	(3)
Repairs and Maintenance	17,850.00	(4)
Service Contracts and Supplies	23,036.00	(5)
Heat	26,254.00	(6)
Electric	29,157.00	(7)
Cooking Gas & Domestic Hot Water	33,460.00	(8)
Insurance	27,810.00	(9)
Management Fee	20,000.00	(10)
Administrative Expense	3,500.00	(11)
Professional & Consultants Fees	7,000.00	(12)
Franchise & Corporate Tax	1,000.00	(13)
Water & Sewer Charges	26,271.00	(14)
Contingency	10,000.00	(15)
Total Expenses	**$417,603.00**	

NOTES TO SCHEDULE B

1) Estimated Concierge/Security - $137,645

Based on 24-hour guard service to be paid at the rate of $14.00 per hour plus 8.375% sales tax. This is the rate currently being paid by PWB Management for two (2) locations we manage in Manhattan. With tax and 9 days of holiday pay, cost would be $137,645.

2) Estimated Payroll and Related Expenses - $31,320

The building superintendent will be a full time non-union employee. There will be only one employee, as the security staff will be contracted out by the condominium to a security company.

All wage, salary and benefit costs, including applicable payroll taxes, are based on comparable rates currently in effect within similar buildings managed by PWB Management Corp., 3092 Hull Avenue, Bronx, New York 10467, as of the date of the Plan. No warranty is made as to the actual rate, which will be in effect during the first year of Condominium Operation. However, the projected expenses for wages, salaries and benefits as well as the assumptions described herein, are believed to be reasonable and reflect the experience of Sponsor's budget expert in comparable buildings.

Wages:	
Superintendent (resident)	$23,400.00
Benefits and Employer Liability:	
Superintendent (non - union)	$ 7,920.00
	$31,320.00

Employee will be responsible for the unit's individual electric charges and will receive a $40 per month telephone stipend, which is included in benefits and employer liability.

The level of staffing described in this Schedule B complies with all applicable housing labor laws.

3) Superintendent's Apartment Costs – $23,300

The unit that the employee will occupy was purchased at a cost of $400,000. The Condominium will pay $60,000 from the Working Capital Fund. The balance of the purchase price will be paid by the Sponsor extending to the Condominium a $340,000 interest only 10-year balloon mortgage with a 5% interest rate. The annual interest charge will be $17,000. Estimated maintenance charges on Employee's Unit is $525 monthly, annual total $6,300. At the end of the term of the purchase money mortgage the Condominium will owe a payment of $340,000. The Sponsor will not be obligated to extend the term of the purchase money mortgage. Therefore, the Condominium will then have to either refinance the purchase money mortgage with a lending institution or assess the Unit Owners for the cost of paying off the balance due at that time.

4) Estimated Repairs and Maintenance - $17,850

This figure represent the estimated cost for ordinary maintenance and repairs of the Common Elements, including periodic painting and cleaning. The figure is based on the cost of maintenance in comparable buildings, and has been provided by PWB Management Corp., 3092 Hull Avenue, Bronx, NY 10467. Each Residential Unit Owner will be responsible for the cost of interior maintenance, repairs, painting, etc. of their respective unit. Given that the Building will be new with new mechanicals and improvements, we have estimated a relatively low cost for repairs and maintenance equal to $350.00 per Unit, which translates into a first year expense of approximately $17,850.

While this Schedule B includes a reasonable allowance for possible increases in cost, which may occur prior to and during the first year of condominium operations, no warranty is made that the actual cost for these or other services will be in accordance with this projection.

5) Estimated Cost of Service Contracts and Supplies - $23,036

It should be noted that no service contracts have been entered into as of the date of the Plan. However, it is anticipated that the service contracts for the following items will be entered into at the following estimated costs during the first year of condominium operation:

Service Contract	1st Year Cost
Elevator Maintenance	$ 7,169.00
Exterminator Service	$ 1,800.00
Fire Safety Equipment (Annual):	
Monitoring for Sprinkler System	$ 912.00
Service for Sprinkler	$ 190.00
Fire Alarm Service	$ 2,720.00
Boiler Water Treatment	$ 245.00
Total	$13,036.00

The total estimated cost for service contracts during the first year of condominium ownership is $13,036.00. The estimated cost of supplies such as cleaning supplies, lubricants, bulbs, fixtures, hardware, rubbish bags, etc. used in connection with the operation of the Common Elements is estimated by PWB Management Corp., to be $10,000.00.

6) Estimated Heat Cost - $26,254 includes current N.Y.C sales tax

In a letter dated October 31, 2007 from Abraham Joselow, P.E., P.C, 45 West 34th St., NY, NY 10001 He states, that the project would require 14,265 therms at $1.72 per therm to heat the building for a total of $26,254. Because the condition in the marketplace is volatile, I have increased Mr. Joselow's cost estimate by 7%.

It is impossible to predict whether the budgeted figure will reflect the actual cost of operation for the first year of condominium operation. This cost will vary with the level of consumption of heat and the tariff rate charged by the utility company. The level of consumption of fuel will be affected by the severity of the weather and any conservation measures (such as staggering the hours of heating, and room temperature settings in the apartments and common areas) adopted by the Board.

It is believed that the budgeted figure will be sufficient to cover any reasonable increase in the cost of fuel during the first year of condominium operation. However, no budget item is warranted.

7) Estimated Electric - $29,157 includes current N.Y.C sales tax

In a letter dated October 31, 2007 from Abraham Joselow, P.E., P.C, 45 West 34th St., NY, NY 10001, He states, that the project would require 129,762 kw hrs/per year $0.21 per kw/hrs in order to operate the public lighting on a 24-hour 7-day a week basis and to operate the roof exhaust fans on a continuous basis. There will be separate electric meter for each unit. Because the condition in the marketplace is volatile, a 7% increase has been added to Mr. Joselow's estimate.

8) Estimated Cooking Gas and Domestic Hot Water - $33,460 includes current N.Y.C sales tax

Will be master metered for the Residential Unit, an annual estimate of $33,460 for the gas to heat the domestic hot water and the cooking gas in the first year of operation. This is based on Abraham Joselow, P.E., P.C, 45 West 34th St., NY, NY 10001 at a proposed consumption of 18,181 therms at $1.72 per therm. Because the condition in the marketplace is volatile, an increase of 7% has been added to Mr. Joselow's estimate. This estimate assumes one stove per unit and assumes a hot water temperature of 140° F.

9) Estimated Insurance - $27,810

The Insurance premium is estimated at $27,810 representing the following coverages for the building, based on the opinion of Insurance Agency Depot Inc. in a letter dated November 6, 2007.

	Coverage	Premium
Building Limits	$17,800,000	
Boiler & Machinery	$17,800,000	$21,500
Deductible	$ 5,000	
Liability Limits	$1,000,000//$2,000,000	
Umbrella	$2,000,000	$3,850
D & O	$1,000,000	$1,500
Fidelity	$ 25,000	$ 960

This quotation is an indication of insurance premiums at current rates. Because conditions in the insurance marketplace are volatile, it is not possible to predict what the premiums will be for the first year of Condominium operation. Purchasers should be aware of the possibility of rate increases.

The foregoing coverages will not provide fire and casualty losses to personal property, furniture, furnishing, replacements, additions, fixtures and improvements within the Apartments within the Residential Unit, or liability insurance covering the Tenant-Shareholder for occurrences within the Residential Unit. The premium waives the co-insurance requirement.

Sponsor will procure, on behalf of the Board, on or before the date of First Closing, the general liability insurance required to be carried by the Condominium.

The foregoing is a general description of the coverage to be provided. For details of the terms of the policy you must refer to the policy itself.

10) Estimated Management Fee - $20,000

A management agreement has been entered into with PWB Management Corp. The agreed to fee for the first year of management is $20,000.00. This falls within market standards for condominium apartment buildings of similar size and type located within New York. This management fee includes billing & collection services, day-to-day phone availability, on-site inspections and attendance at board meetings. The Managing Agent's fee for the first year of condominium operation is comparable in the opinion of PWB Management Corp. to the fees charged for such services at similar buildings. Reference should be made to "Management Agreement" in Part I for further discussion of the terms of the Management Agreement. The management will be for one (1) year and the Board of Directors may terminate upon 30 days prior written notice.

11) Estimated Administrative Expenses - $3,500

This amount includes anticipated re-imbursements to the managing agent for long distance telephone calls, messenger service, express courier, postage, and printing. Miscellaneous office expense – this is an estimate by PWB Management Corp. based on its experience in managing buildings of similar size.

12) Estimate Professional and Consultant Fees - $7,000

Accounting	$5,000	Based on an estimate from William McCarthy of Lipsky, Goodkin, C.P.A., P.C., LLP.
Legal	$2,000	(Based on an estimate by PWB Management Corp. 3092 Hull Ave., Bronx, NY 10467) Estimated legal fees are for occasional counseling and attendance at annual owners' meetings as necessary.

13) Estimated Franchise and Corporate Taxes - $1,000

For the Condominium are estimated to be $1,000 per year based on an estimate from William McCarthy of Lipsky, Goodkin, C.P.A, P.C., LLP.

14) Estimated Water & Sewer - $26,271

Estimated annual cost of $26,271 for the Residential Unit. This estimate was provided by Abraham Joselow, P.E., P.C, 45 West 34th St., NY, NY 10001.

Water costs are computed at $5.23 per 100 cubic feet of water for residential usage. Based on occupancy of 115 persons each person will use approximately 80 gallons of water per day. Commercial tenants are sub-metered calculation are based on metered method. Cost includes taxes and adjustments but no inflation factor. This figure is valid only through July 1, 2005 as rates increase each July 1st.

15) Estimated Contingency - $10,000

To be used at the discretion of the Board of Managers for unanticipated operating expenses and capital expenditures for the Residential Unit not included in the budget, and for possible increases in one or more items of operating expense above the amounts projected. Although the Residential Unit will be newly constructed, there can be no assurance that the Contingency budgeted, together with the Working Capital Fund and Building Reserve Fund will be sufficient to pay for major capital repairs or replacement items likely to be needed within the first five (5) years of operation. The budget may be modified from time to time prior to the commencement of, or during operation to add thereto or increase one or more items of operating expense. The funds of such modifications may be provided by decreasing this budget item or by decreasing one or more items of expense or both.

NOTE: In the opinion of PWB Management Corp., the projected income for The Dwyer Condominium is adequate to meet the estimated expenses for the first year of operation of The Dwyer Condominium, assuming that such first year is the fiscal year commencing January 1, 2008 through December 31, 2008. The budget, however is not intended, and should not be taken, as a guaranty by anyone that the annual Common Charges will be sufficient to cover the expenses of the first or any subsequent year of operation. In fact, it is likely that the actual income and expenses for the first year of operation of The Dwyer Condominium will vary from the amounts shown in the budget.

EXHIBIT B

COPY OF CERTIFICATION OF EXPERT AS TO ADEQUACY OF BUDGET

PWB Management Corp.
3092 Hull Avenue • Bronx, New York 10467
Tel: (718) 519-6900 • Fax: (718) 519-6904

CERTIFICATION BY SPONSOR'S EXPERT AS TO ADEQUACY OF BUDGET PURSUANT TO PART 20 OF THE REGULATIONS ISSUED UNDER GENERAL BUSINESS LAW ARTICLE 23-A, AS AMENDED

November 6, 2007

The New York State Department of Law
120 Broadway, 23rd Floor
New York, NY 10271
Attn: Investment Protection Bureau

Re: The Dwyer Condominium
258 St. Nicholas Avenue
New York, New York

Gentlemen:

The Sponsors of the condominium Offering Plan for the captioned property retained our firm, PWB Management Corp., to prepare **Schedule B** containing projections of income and expenses for the first year of condominium operation of the Dwyer Condominium.

Thomas F. Webler, President of PWB Management Corp., a licensed Real Estate Broker, began operations approximately 32 years ago. PWB Management Corp., owns, as well as manages over forty- five (45) rental, cooperative and condominium properties in New York City. PWB Management Corp. is also a member of the Real Estate Board of New York, and the Bronx Realty Advisory Board.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 20 insofar as they are applicable to **Schedule B**.

We have reviewed **Schedule B** and investigated the facts set forth in the aforesaid schedule and the facts underlying them with due diligence in order to form a basis for this certification. We have also relied upon our firm's experience in managing residential buildings.

We certify that the projections in **Schedule B** 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 each of the entities.

I certify that **Schedule B**:

1) sets forth in detail the projected income and expenses for the first year of operation;
2) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of operation;
3) does not omit any material fact;
4) does not contain any untrue statement of a material fact;
5) does not contain any fraud, deception, concealment or suppression;
6) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
7) does not contain any representation or statement which is false, where we (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.

We further certify that we are not owned or controlled by the Sponsor. We 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 operation of the condominium. This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

PWB Management Corporation

By: _____
Thomas F. Webler

Sworn to before me
this 6th day of November , 2007

_____
Notary Public

TRACY PAGAN
Notary Public, State of New York
No. 01PA6096313
Qualified in Bronx County
Commission Expires July 28, 20 11

EXHIBIT C

REVISED SCHEDULE A

Schedule A

The Dwyer Condominium

258 St. Nicholas Avenue, New York, NY 10027

Price Schedule and Estimated Carrying Costs for Units

(January 1, 2008 to December 31, 2008, The Projected First Year of Condominium Operation) (1)

Unit No.	Approx. Interior Sq. Ft. (2)	# Bedrooms	# Bath Loft	Approx. out door Sq. ft,	Purchase Price (3)	Residential Percent Common Interest (4)	Commercial Percent Common Interest (4)	Percent Total Common Interest (4)	Estimated Monthly Common Charges (5)	Estimated Annual Common Charges (5)	Estimated Annual Real Estate Taxes (6)	Estimated Annual Real Estate Taxes with 421-a Benefits (6)
Non-Residential Unit No. 1	7,259				N/A		59.31%	8.81%				
Non-Residential Unit No. 2	4,980				N/A		40.69%	6.04%				
1-Super	1,065	2	1	373	$400,000	1.52%		1.29%	$527.98	$6,335.79	$9,055.45	$154.46
2A	1,896	1	2		$982,000	2.70%		2.30%	$939.96	$11,279.49	$16,985.33	$286.40
2B	1,665	2	2		$917,144	2.37%		2.02%	$825.44	$9,905.25	$14,119.35	$240.84
2C	1,312	1	2		$720,000	1.87%		1.59%	$650.43	$7,805.22	$11,140.58	$190.03
2D	1,286	1	2		$661,652	1.83%		1.56%	$637.55	$7,650.54	$10,902.27	$185.96
2E	900	1	1	69	$471,739	1.28%		1.09%	$446.18	$5,354.19	$7,625.64	$130.07
2F	758		1		$376,950	1.08%		0.92%	$375.78	$4,509.42	$6,434.13	$109.75
3A	1,896	1	2		$969,150	2.70%		2.30%	$939.96	$11,279.49	$16,985.33	$286.40
3B	1,665	2	2		$932,894	2.37%		2.02%	$825.44	$9,905.25	$14,119.35	$240.84
3C	1,312	1	2		$702,398	1.87%		1.59%	$650.43	$7,805.22	$11,140.58	$190.03
3D	1,286	1	2		$674,048	1.83%		1.56%	$637.55	$7,650.54	$10,902.27	$185.96
3E	900	1	1	69	$480,900	1.28%		1.09%	$446.18	$5,354.19	$7,625.64	$130.07
3F	758		1		$383,250	1.08%		0.92%	$375.78	$4,509.42	$6,434.13	$109.75
4A	1,925	1	2		$996,450	2.74%		2.34%	$954.33	$11,452.02	$16,323.63	$278.44
4B	1,665	2	2		$948,644	2.37%		2.02%	$825.44	$9,905.25	$14,119.35	$240.84
4C	1,312	1	2		$714,473	1.87%		1.59%	$650.43	$7,805.22	$11,140.58	$190.03
4D	1,319	1	2		$720,000	1.88%		1.60%	$653.91	$7,846.86	$11,200.16	$190.04
4E	958	1	1	69	$520,144	1.36%		1.16%	$474.94	$5,699.24	$8,102.24	$138.20
4F	821		1		$424,463	1.17%		1.00%	$407.02	$4,884.21	$6,970.31	$118.90
5A	1,925	1	2		$1,012,200	2.74%		2.34%	$954.33	$11,452.02	$16,323.63	$278.44
5B	1,665	2	2		$964,425	2.37%		2.02%	$825.44	$9,905.25	$14,119.35	$240.84
5C	1,312	1	2		$726,548	1.87%		1.59%	$650.43	$7,805.22	$11,140.58	$190.03
5D	1,319	1	2		$729,855	1.88%		1.60%	$653.91	$7,846.86	$11,200.16	$190.04
5E	958	1	1	69	$529,200	1.36%		1.16%	$474.94	$5,699.24	$8,102.24	$138.20
5F	821		1		$432,600	1.17%		1.00%	$407.02	$4,884.21	$6,970.31	$118.90

Schedule A

The Dwyer Condominium

258 St. Nicholas Avenue, New York, NY 10027

Price Schedule and Estimated Carrying Costs for Units

(January 1, 2008 to December 31, 2008, The Projected First Year of Condominium Operation) (1)

Unit No.	Approx. Interior Sq. Ft. (2)	# Bedrooms	# Bath Loft	Approx. out door Sq. ft,	Purchase Price (3)	Residential Percent Common Interest (4)	Commercial Percent Common Interest (4)	Percent Total Common Interest (4)	Estimated Monthly Common Charges (5)	Estimated Annual Common Charges (5)	Estimated Annual Real Estate Taxes (6)	Estimated Annual Real Estate Taxes with 421-a Benefits (6)
6A	1,925	1	2		$1,027,950	2.74%		2.34%	$954.33	$11,452.02	$16,323.63	$278.44
6B	1,665	2	2		$980,175	2.37%		2.02%	$825.44	$9,905.25	$14,119.35	$240.84
6C	1,312	1	2		$738,623	1.87%		1.59%	$650.43	$7,805.22	$11,140.58	$190.03
6D	1,319	1	2		$741,930	1.88%		1.60%	$653.91	$7,846.86	$11,200.16	$190.04
6E	958	1	1	69	$538,256	1.36%		1.16%	$474.94	$5,699.24	$8,102.24	$138.20
6F	821		1		$440,055	1.17%		1.00%	$407.02	$4,884.21	$6,970.31	$118.90
7A	1,925	1	2		$1,048,950	2.74%		2.34%	$954.33	$11,452.02	$16,323.63	$278.44
7B	1,665	2	2		$995,925	2.37%		2.02%	$825.44	$9,905.25	$14,119.35	$240.84
7C	1,312	1	2		$750,698	1.87%		1.59%	$650.43	$7,805.22	$11,140.58	$190.03
7D	1,319	1	2		$754,005	1.88%		1.60%	$653.91	$7,846.86	$11,200.16	$190.04
7E	958	1	1	69	$547,313	1.36%		1.16%	$474.94	$5,699.24	$8,102.24	$138.20
7F	821		1		$453,049	1.17%		1.00%	$407.02	$4,884.21	$6,970.31	$118.90
8A	1,925	1	2		$1,064,700	2.74%		2.34%	$954.33	$11,452.02	$16,323.63	$278.44
8B	1,665	2	2		$1,011,675	2.37%		2.02%	$825.44	$9,905.25	$14,119.35	$240.84
8C	1,312	1	2		$762,773	1.87%		1.59%	$650.43	$7,805.22	$11,140.58	$190.03
8D	1,319	1	2		$766,080	1.88%		1.60%	$653.91	$7,846.86	$11,200.16	$190.04
8E	958	1	1	69	$556,369	1.36%		1.16%	$474.94	$5,699.24	$8,102.24	$138.20
8F	821		1		$460,845	1.17%		1.00%	$407.02	$4,884.21	$6,970.31	$118.90
9A	1,925	1	2		$1,080,450	2.74%		2.34%	$954.33	$11,452.02	$16,323.63	$278.44
9B	1,665	2	2		$1,027,425	2.37%		2.02%	$825.44	$9,905.25	$14,119.35	$240.84
9C	1,312	1	2		$774,848	1.87%		1.59%	$650.43	$7,805.22	$11,140.58	$190.03
9D	1,319	1	2		$840,000	1.88%		1.60%	$653.91	$7,846.86	$11,200.16	$190.04
9E	958	1	1	69	$565,425	1.36%		1.16%	$474.94	$5,699.24	$8,102.24	$138.20
PHA	1,954	2	2	1235	$1,275,750	2.78%		2.37%	$968.71	$11,624.54	$16,561.93	$282.50
PHB	1,383	2	2	800	$906,938	1.97%		1.68%	$685.63	$8,227.60	$11,363.33	$200.19
PHC	1,698	2	2	373	$1,114,313	2.42%		2.06%	$841.80	$10,101.57	$14,417.22	$245.92
PH Duplex	1,283	1	2	90	$779,247	1.83%		1.56%	$636.06	$7,632.69	$10,902.28	$185.96
	70,196				**$39,394,894**	**100.00%**	**100.00%**	**100.00%**	**$34,800.25**	**$417,603.00**	**$596,882.12**	**$10,174.93**

The square footage listed above of the Units are approximate, within reasonable tolerances.

Dimensions listed are based on measurements from the exterior side of the exterior wall. The actual useable floor area of the Unit may be less.

The total approximate square footage listed at the bottom of column 2 is the total approximate area of the residential units only.

SECOND AMENDMENT TO THE CONDOMINIUM OFFERING PLAN FOR THE DWYER CONDOMINIUM LOCATED AT 258 ST. NICHOLAS AVENUE, NEW YORK, NEW YORK 10027

The Condominium Offering Plan for The Dwyer Condominium, located at 258 St. Nicholas Avenue, New York, New York 10027 (the "Property"), which was accepted for filing on December 5, 2005 as amended by a First Amendment which accepted for filing on October 3, 2006 (as amended, the "Plan"), is hereby modified and supplemented by this Second Amendment as follows:

1. FIRST UNIT CLOSING; SCHEDULE B

The section of the Plan entitled "Description of Property and Improvements" is hereby amended to provide that the First Unit Closing is expected to occur on or about October 1, 2007. The Condominium budget has been revised for the new projected first year of Condominium operation October 1, 2007 to September 30, 2008. Annexed hereto as Exhibit A is a revised Schedule B and Notes to Schedule B setting forth the updated budget. Annexed hereto as Exhibit B is a new certification of Sponsor's expert as to the adequacy of the updated budget. Annexed hereto as Exhibit C is a revised Schedule A setting forth the revised Common Charges and Carrying Costs of each Unit based upon such updated budget.

2. PRICE CHANGE

The Sponsor hereby increases the purchase price of the Unit 2A, 2C, 4D, and 9D as follows:

Unit No.	Old Price	New Price
2A	$953,000.00	$982,000.00
2C	$690,323.00	$720,000.00
4D	$703,973.00	$720,000.00
9D	$778,470.00	$840,000.00

A copy of revised Schedule A is annexed hereto as Exhibit C.

3. NO OTHER MATERIAL CHANGES

There have not been any material changes in the Plan, except as set forth in the First Amendment and this Second Amendment.

Dated: June 19, 2007

Sponsor:

258 SAINT NICHOLAS AVENUE LLC

EXHIBIT A

REVISED SCHEDULE B AND NOTES TO SCHEDULE B

[redacted]

Schedule B

PROJECTED OPERATING BUDGET FOR TWELVE-MONTH PERIOD
October 1, 2007 THROUGH September 30, 2008

EXPENSES	$	Notes
Concierge/Security	129,353.00	(1)
Payroll & Wage Related Expense	31,320.00	(2)
Superintendent's Apartment Costs	23,300.00	(3)
Repairs and Maintenance	12,750.00	(4)
Service Contracts and Supplies	23,036.00	(5)
Heat	28,330.00	(6)
Electric	29,696.00	(7)
Cooking Gas & Domestic Hot Water	27,988.00	(8)
Insurance	47,500.00	(9)
Management Fee	20,000.00	(10)
Administrative Expense	3,500.00	(11)
Professional & Consultants Fees	7,000.00	(12)
Franchise & Corporate Tax	1,000.00	(13)
Water & Sewer Charges	20,444.00	(14)
Contingency	10,000.00	(15)
Total Expenses	**$415,217.00**	

NOTES TO SCHEDULE B

1) Estimated Concierge/Security - $129,353

Based on 24-hour guard service to be paid at the rate of $13.50 per hour plus 8.625% sales tax. This is the rate currently being paid by PWB Management for two (2) locations we manage in Manhattan. With tax and 9 days of holiday pay, cost would be $129,353.

2) Estimated Payroll and Related Expenses - $31,320

The building superintendent will be a full time non-union employee. There will be only one employee, as the security staff will be contracted out by the condominium to a security company.

All wage, salary and benefit costs, including applicable payroll taxes, are based on comparable rates currently in effect within similar buildings managed by PWB Management Corp., 3092 Hull Avenue, Bronx, New York 10467, as of the date of the Plan. No warranty is made as to the actual rate, which will be in effect during the first year of Condominium Operation. However, the projected expenses for wages, salaries and benefits as well as the assumptions described herein, are believed to be reasonable and reflect the experience of Sponsor's budget expert in comparable buildings.

Wages:	
Superintendent (resident)	$23,400.00
Benefits and Employer Liability:	
Superintendent (non - union)	$ 7,920.00
	$31,320.00

Employee will be responsible for the unit's individual electric charges and will receive a $40 per month telephone stipend, which is included in benefits and employer liability.

The level of staffing described in this Schedule B complies with all applicable housing labor laws.

3) Superintendent's Apartment Costs – $23,300

The unit that the employee will occupy was purchased at a cost of $400,000. The Condominium will pay $60,000 from the Working Capital Fund. The balance of the purchase price will be paid by the Sponsor extending to the Condominium a $340,000 interest only 10-year balloon mortgage with a 5% interest rate. The annual interest charge will be $17,000. Estimated maintenance charges on Employee's Unit is $525 monthly, annual total $6,300. At the end of the term of the purchase money mortgage the Condominium will owe a payment of $340,000. The Sponsor will not be obligated to extend the term of the purchase money mortgage. Therefore, the Condominium will then have to either refinance the purchase money mortgage with a lending institution or assess the Unit Owners for the cost of paying off the balance due at that time.

4) Estimated Repairs and Maintenance - $12,750

This figure represent the estimated cost for ordinary maintenance and repairs of the Common Elements, including periodic painting and cleaning. The figure is based on the cost of maintenance in comparable buildings, and has been provided by PWB Management Corp., 3092 Hull Avenue, Bronx, NY 10467. Each Residential Unit Owner will be responsible for the cost of interior maintenance, repairs, painting, etc. of their respective unit. Given that the Building will be new with new mechanicals and improvements, we have estimated a relatively low cost for repairs and maintenance equal to $250.00 per Unit, which translates into a first year expense of approximately $12,750.

While this Schedule B includes a reasonable allowance for possible increases in cost, which may occur prior to and during the first year of condominium operations, no warranty is made that the actual cost for these or other services will be in accordance with this projection.

5) Estimated Cost of Service Contracts and Supplies - $23,036

It should be noted that no service contracts have been entered into as of the date of the Plan. However, it is anticipated that the service contracts for the following items will be entered into at the following estimated costs during the first year of condominium operation:

Service Contract	1st Year Cost
Elevator Maintenance	$ 7,169.00
Exterminator Service	$ 1,800.00
Fire Safety Equipment (Annual):	
Monitoring for Sprinkler System	$ 912.00
Service for Sprinkler	$ 190.00
Fire Alarm Service	$ 2,720.00
Boiler Water Treatment	$ 245.00
Total	$13,036.00

The total estimated cost for service contracts during the first year of condominium ownership is $13,036.00. The estimated cost of supplies such as cleaning supplies, lubricants, bulbs, fixtures, hardware, rubbish bags, etc. used in connection with the operation of the Common Elements is estimated by PWB Management Corp., to be $10,000.00.

6) Estimated Heat Cost - $28,330 includes current N.Y.C sales tax

In a letter dated May 4, 2005 from Abraham Joselow, P.E., P.C, 45 West 34th St., NY, NY 10001 He states, that the project would require 19,692 therms at $1.38 per therm to heat the building for a total of $28,330. Because the condition in the marketplace is volatile, I have increased Mr. Joselow's cost estimate by 7%.

It is impossible to predict whether the budgeted figure will reflect the actual cost of operation for the first year of condominium operation. This cost will vary with the level of consumption of heat and the tariff rate charged by the utility company. The level of consumption of fuel will be affected by the severity of the weather and any conservation measures (such as staggering the hours of heating, and room temperature settings in the apartments and common areas) adopted by the Board.

It is believed that the budgeted figure will be sufficient to cover any reasonable increase in the cost of fuel during the first year of condominium operation. However, no budget item is warranted.

7) Estimated Electric - $29,696 includes current N.Y.C sales tax

In a letter dated May 4, 2005 from Abraham Joselow, P.E., P.C, 45 West 34th St., NY, NY 10001, He states, that the project would require 149,921 kw hrs/per year $0.19 per kw/hrs in order to operate the public lighting on a 24-hour 7-day a week basis and to operate the roof exhaust fans on a continuous basis. There will be separate electric meter for each unit. Because the condition in the marketplace is volatile, a 7% increase has been added to Mr. Joselow's estimate.

8) Estimated Cooking Gas and Domestic Hot Water - $27,988 includes current N.Y.C sales tax

Will be master metered for the Residential Unit, an annual estimate of $27,988 for the gas to heat the domestic hot water and the cooking gas in the first year of operation. This is based on Abraham Joselow, P.E., P.C, 45 West 34th St., NY, NY 10001 at a proposed consumption of 19,454 therms at $1.38 per therm. Because the condition in the marketplace is volatile, an increase of 7% has been added to Mr. Joselow's estimate. This estimate assumes one stove per unit and assumes a hot water temperature of 140° F.

9) Estimated Insurance - $47,500

The Insurance premium is estimated at $47,500.00 representing the following coverages for the building, based on the opinion of Insurance Agency Depot Inc. in a letter dated March 8, 2005.

Building Limits	$20,000,000
Boiler & Machinery	$20,000,000
Deductible	$10,000
Liability Limits	$1,000,000//$2,000,000
Umbrella	$50,000,000
D & O	$1,000,000

This quotation is an indication of insurance premiums at current rates. Because conditions in the insurance marketplace are volatile, it is not possible to predict what the premiums will be for the first year of Condominium operation. Purchasers should be aware of the possibility of rate increases.

The foregoing coverages will not provide fire and casualty losses to personal property, furniture, furnishing, replacements, additions, fixtures and improvements within the Apartments within the Residential Unit, or liability insurance covering the Tenant-Shareholder for occurrences within the Residential Unit. The premium waives the co-insurance requirement.

Sponsor will procure, on behalf of the Board, on or before the date of First Closing, the general liability insurance required to be carried by the Condominium.

The foregoing is a general description of the coverage to be provided. For details of the terms of the policy you must refer to the policy itself.

10) Estimated Management Fee - $20,000

A management agreement has been entered into with PWB Management Corp. The agreed to fee for the first year of management is $20,000.00. This falls within market standards for condominium apartment buildings of similar size and type located within New York. This management fee includes billing & collection services, day-to-day phone availability, on-site inspections and attendance at board meetings. The Managing Agent's fee for the first year of condominium operation is comparable in the opinion of PWB Management Corp. to the fees charged for such services at similar buildings. Reference should be made to "Management Agreement" in Part I for further discussion of the terms of the Management Agreement. The management will be for one (1) year and the Board of Directors may terminate upon 30 days prior written notice.

11) Estimated Administrative Expenses - $3,500

This amount includes anticipated re-imbursements to the managing agent for long distance telephone calls, messenger service, express courier, postage, and printing. Miscellaneous office expense – this is an estimate by PWB Management Corp. based on its experience in managing buildings of similar size.

12) Estimate Professional and Consultant Fees - $7,000

Accounting	$5,000	Based on an estimate from William McCarthy of Lipsky, Goodkin, C.P.A., P.C., LLP.
Legal	$2,000	(Based on an estimate by PWB Management Corp. 3092 Hull Ave., Bronx, NY 10467) Estimated legal fees are for occasional counseling and attendance at annual owners' meetings as necessary.

13) Estimated Franchise and Corporate Taxes - $1,000

For the Condominium are estimated to be $1,000 per year based on an estimate from William McCarthy of Lipsky, Goodkin, C.P.A, P.C., LLP.

14) Estimated Water & Sewer - $20,444

Estimated annual cost of $20,444 for the Residential Unit. This estimate was provided by Abraham Joselow, P.E., P.C, 45 West 34th St., NY, NY 10001.

Water costs are computed at $4.14 per 100 cubic feet of water for residential usage. Based on occupancy of 115 persons each person will use approximately 80 gallons of water per day. Commercial tenants are sub-metered calculation are based on metered method. Cost includes taxes and adjustments but no inflation factor. This figure is valid only through July 1, 2005 as rates increase each July 1st.

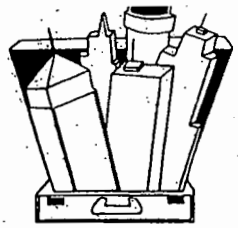
15) Estimated Contingency - $10,000

To be used at the discretion of the Board of Managers for unanticipated operating expenses and capital expenditures for the Residential Unit not included in the budget, and for possible increases in one or more items of operating expense above the amounts projected. Although the Residential Unit will be newly constructed, there can be no assurance that the Contingency budgeted, together with the Working Capital Fund and Building Reserve Fund will be sufficient to pay for major capital repairs or replacement items likely to be needed within the first five (5) years of operation. The budget may be modified from time to time prior to the commencement of, or during operation to add thereto or increase one or more items of operating expense. The funds of such modifications may be provided by decreasing this budget item or by decreasing one or more items of expense or both.

NOTE: In the opinion of PWB Management Corp., the projected income for The Dwyer Condominium is adequate to meet the estimated expenses for the first year of operation of The Dwyer Condominium, assuming that such first year is the fiscal year commencing October 1, 2007 through September 30, 2008. The budget, however is not intended, and should not be taken, as a guaranty by anyone that the annual Common Charges will be sufficient to cover the expenses of the first or any subsequent year of operation. In fact, it is likely that the actual income and expenses for the first year of operation of The Dwyer Condominium will vary from the amounts shown in the budget.

EXHIBIT B

COPY OF CERTIFICATION OF EXPERT AS TO ADEQUACY OF BUDGET



PWB Management Corp.
3092 Hull Avenue • Bronx, New York 10467
Tel: (718) 519-6900 • Fax: (718) 519-6904

CERTIFICATION BY SPONSOR'S EXPERT AS TO ADEQUACY OF BUDGET PURSUANT TO PART 20 OF THE REGULATIONS ISSUED UNDER GENERAL BUSINESS LAW ARTICLE 23-A, AS AMENDED

April 9, 2007

The New York State Department of Law
120 Broadway, 23rd Floor
New York, NY 10271
Attn: Investment Protection Bureau

Re: The Dwyer Condominium
258 St. Nicholas Avenue
New York, New York

Gentlemen:

The Sponsors of the condominium Offering Plan for the captioned property retained our firm, PWB Management Corp., to prepare **Schedule B** containing projections of income and expenses for the first year of condominium operation of the Dwyer Condominium.

Thomas F. Webler, President of PWB Management Corp., a licensed Real Estate Broker, began operations approximately 30 years ago. PWB Management Corp., owns, as well as manages over forty (40) rental, cooperative and condominium properties in New York City. PWB Management Corp. is also a member of the Real Estate Board of New York, and the Bronx Realty Advisory Board.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 20 insofar as they are applicable to **Schedule B**.

We have reviewed **Schedule B** and investigated the facts set forth in the aforesaid schedule and the facts underlying them with due diligence in order to form a basis for this certification. We have also relied upon our firm's experience in managing residential buildings.

We certify that the projections in **Schedule B** 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 each of the entities.

I certify that **Schedule B**:

1) sets forth in detail the projected income and expenses for the first year of operation;
2) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of operation;
3) does not omit any material fact;
4) does not contain any untrue statement of a material fact;
5) does not contain any fraud, deception, concealment or suppression;
6) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
7) does not contain any representation or statement which is false, where we (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.

We further certify that we are not owned or controlled by the Sponsor. We 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 operation of the condominium. This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

PWB Management Corporation

By: _____
Thomas F. Webler

Sworn to before me
this 9th day of April, 2007

_____
Notary Public

TRACY PAGAN
Notary Public, State of New York
No. 01PA6096313
Qualified in Bronx County
Commission Expires July 28, 20 07

EXHIBIT C

REVISED SCHEDULE A

Schedule A
The Dwyer Condominium
258 St. Nicholas Avenue, New York, NY 10027
Price Schedule and Estimated Carrying Costs for Units
(October 1, 2007 to September 30, 2008, The Projected First Year of Condominium Operation) (1)

Unit No.	Approx. Interior Sq. Ft. (2)	# Bedrooms	# Bath Loft	Approx. out door Sq. ft,	Purchase Price (3)	Residential Percent Common Interest (4)	Commercial Percent Common Interest (4)	Percent Total Common Interest (4)	Estimated Monthly Common Charges (5)	Estimated Annual Common Charges (5)	Estimated Annual Real Estate Taxes (6)	Estimated Annual Real Estate Taxes with 421-a Benefits (6)
Non-Residential Unit No. 1	7,259				N/A		59.31%	8.81%				
Non-Residential Unit No. 2	4,980				N/A		40.69%	6.04%				
1-Super	1,065	2	1	373	$400,000.00	1.52%		1.29%	$524.97	$6,299.59	$9,055.45	$154.46
2A	1,896	1	2		$982,000.00	2.70%		2.30%	$934.59	$11,215.05	$16,985.33	$286.40
2B	1,665	2	2		$917,144.00	2.37%		2.02%	$820.72	$9,848.66	$14,119.35	$240.84
2C	1,312	1	2		$720,000.00	1.87%		1.59%	$646.72	$7,760.62	$11,140.58	$190.03
2D	1,286	1	2		$661,652.00	1.83%		1.56%	$633.90	$7,606.83	$10,902.27	$185.96
2E	900	1	1	69	$471,739.00	1.28%		1.09%	$443.63	$5,323.60	$7,625.64	$130.07
2F	758		1		$376,950.00	1.08%		0.92%	$373.64	$4,483.65	$6,434.13	$109.75
3A	1,896	1	2		$969,150.00	2.70%		2.30%	$934.59	$11,215.05	$16,985.33	$286.40
3B	1,665	2	2		$932,894.00	2.37%		2.02%	$820.72	$9,848.66	$14,119.35	$240.84
3C	1,312	1	2		$702,398.00	1.87%		1.59%	$646.72	$7,760.62	$11,140.58	$190.03
3D	1,286	1	2		$674,048.00	1.83%		1.56%	$633.90	$7,606.83	$10,902.27	$185.96
3E	900	1	1	69	$480,900.00	1.28%		1.09%	$443.63	$5,323.60	$7,625.64	$130.07
3F	758		1		$383,250.00	1.08%		0.92%	$373.64	$4,483.65	$6,434.13	$109.75
4A	1,925	1	2		$996,450.00	2.74%		2.34%	$948.88	$11,386.59	$16,323.63	$278.44
4B	1,665	2	2		$948,644.00	2.37%		2.02%	$820.72	$9,848.66	$14,119.35	$240.84
4C	1,312	1	2		$714,473.00	1.87%		1.59%	$646.72	$7,760.62	$11,140.58	$190.03
4D	1,319	1	2		$720,000.00	1.88%		1.60%	$650.17	$7,802.03	$11,200.16	$190.04
4E	958	1	1	69	$520,144.00	1.36%		1.16%	$472.22	$5,666.67	$8,102.24	$138.20
4F	821		1		$424,463.00	1.17%		1.00%	$404.69	$4,856.30	$6,970.31	$118.90
5A	1,925	1	2		$1,012,200.00	2.74%		2.34%	$948.88	$11,386.59	$16,323.63	$278.44
5B	1,665	2	2		$964,425.00	2.37%		2.02%	$820.72	$9,848.66	$14,119.35	$240.84
5C	1,312	1	2		$726,548.00	1.87%		1.59%	$646.72	$7,760.62	$11,140.58	$190.03
5D	1,319	1	2		$729,855.00	1.88%		1.60%	$650.17	$7,802.03	$11,200.16	$190.04
5E	958	1	1	69	$529,200.00	1.36%		1.16%	$472.22	$5,666.67	$8,102.24	$138.20
5F	821		1		$432,600.00	1.17%		1.00%	$404.69	$4,856.30	$6,970.31	$118.90

Schedule A

The Dwyer Condominium

258 St. Nicholas Avenue, New York, NY 10027

Price Schedule and Estimated Carrying Costs for Units

(October 1, 2007 to September 30, 2008, The Projected First Year of Condominium Operation) (1)

Unit No.	Approx. Interior Sq. Ft. (2)	# Bedrooms	# Bath Loft	Approx. out door Sq. ft,	Purchase Price (3)	Residential Percent Common Interest (4)	Commercial Percent Common Interest (4)	Percent Total Common Interest (4)	Estimated Monthly Common Charges (5)	Estimated Annual Common Charges (5)	Estimated Annual Real Estate Taxes (6)	Estimated Annual Real Estate Taxes with 421-a Benefits (6)
6A	1,925	1	2		$1,027,950.00	2.74%		2.34%	$948.88	$11,386.59	$16,323.63	$278.44
6B	1,665	2	2		$980,175.00	2.37%		2.02%	$820.72	$9,848.66	$14,119.35	$240.84
6C	1,312	1	2		$738,623.00	1.87%		1.59%	$646.72	$7,760.62	$11,140.58	$190.03
6D	1,319	1	2		$741,930.00	1.88%		1.60%	$650.17	$7,802.03	$11,200.16	$190.04
6E	958	1	1	69	$538,256.00	1.36%		1.16%	$472.22	$5,666.67	$8,102.24	$138.20
6F	821		1		$440,055.00	1.17%		1.00%	$404.69	$4,856.30	$6,970.31	$118.90
7A	1,925	1	2		$1,048,950.00	2.74%		2.34%	$948.88	$11,386.59	$16,323.63	$278.44
7B	1,665	2	2		$995,925.00	2.37%		2.02%	$820.72	$9,848.66	$14,119.35	$240.84
7C	1,312	1	2		$750,698.00	1.87%		1.59%	$646.72	$7,760.62	$11,140.58	$190.03
7D	1,319	1	2		$754,005.00	1.88%		1.60%	$650.17	$7,802.03	$11,200.16	$190.04
7E	958	1	1	69	$547,313.00	1.36%		1.16%	$472.22	$5,666.67	$8,102.24	$138.20
7F	821		1		$453,049.00	1.17%		1.00%	$404.69	$4,856.30	$6,970.31	$118.90
8A	1,925	1	2		$1,064,700.00	2.74%		2.34%	$948.88	$11,386.59	$16,323.63	$278.44
8B	1,665	2	2		$1,011,675.00	2.37%		2.02%	$820.72	$9,848.66	$14,119.35	$240.84
8C	1,312	1	2		$762,773.00	1.87%		1.59%	$646.72	$7,760.62	$11,140.58	$190.03
8D	1,319	1	2		$766,080.00	1.88%		1.60%	$650.17	$7,802.03	$11,200.16	$190.04
8E	958	1	1	69	$556,369.00	1.36%		1.16%	$472.22	$5,666.67	$8,102.24	$138.20
8F	821		1		$460,845.00	1.17%		1.00%	$404.69	$4,856.30	$6,970.31	$118.90
9A	1,925	1	2		$1,080,450.00	2.74%		2.34%	$948.88	$11,386.59	$16,323.63	$278.44
9B	1,665	2	2		$1,027,425.00	2.37%		2.02%	$820.72	$9,848.66	$14,119.35	$240.84
9C	1,312	1	2		$774,848.00	1.87%		1.59%	$646.72	$7,760.62	$11,140.58	$190.03
9D	1,319	1	2		$840,000.00	1.88%		1.60%	$650.17	$7,802.03	$11,200.16	$190.04
9E	958	1	1	69	$565,425.00	1.36%		1.16%	$472.22	$5,666.67	$8,102.24	$138.20
PHA	1,954	2	2	1235	$1,275,750.00	2.78%		2.37%	$963.18	$11,558.12	$16,561.93	$282.50
PHB	1,383	2	2	800	$906,938.00	1.97%		1.68%	$681.72	$8,180.60	$11,363.33	$200.19
PHC	1,698	2	2	373	$1,114,313.00	2.42%		2.06%	$836.99	$10,043.86	$14,417.22	$245.92
PH Duplex	1,283	1	2	90	$779,247.00	1.83%		1.56%	$632.42	$7,589.09	$10,902.28	$185.96
	70,196				**$39,394,894.00**	**100.00%**	**100.00%**	**100.00%**	**$34,601.42**	**$415,217.00**	**$596,882.12**	**$10,174.93**

The square footage listed above of the Units are approximate, within reasonable tolerances.

Dimensions listed are based on measurements from the exterior side of the exterior wall. The actual useable floor area of the Unit may be less.

The total approximate square footage listed at the bottom of column 2 is the total approximate area of the residential units only.

FIRST AMENDMENT TO THE CONDOMINIUM OFFERING PLAN FOR THE DWYER CONDOMINIUM, LOCATED AT 258 ST. NICHOLAS AVENUE, NEW YORK, NEW YORK 10027

The Condominium Offering Plan for The Dwyer Condominium, located at 258 St. Nicholas Avenue, New York, New York 10027 (the "Property"), which was accepted for filing on December 5, 2005 (the "Plan"), is hereby modified and supplemented by this First Amendment as follows:

1. PLAN DECLARED EFFECTIVE

Sponsor has entered into Purchase Agreements with bona fide Purchasers covering twenty-six (26) Units, which represents 50% of the Units offered for sale under the Plan. Sponsor is counting all twenty-six (26) Purchase Agreements towards effectiveness. Accordingly, Sponsor declared the Plan effective by notice dated July 26, 2006, a copy of which is attached hereto as Exhibit "A".

Attached hereto as Exhibit "B" is the Affidavit in Support of Declaring the Plan Effective, executed by one of the principals of the Sponsor.

2. SCHEDULE A; NOTES TO SCHEDULE B

Schedule A and the Notes to Schedule B set forth in the Plan contained typographical errors indicating that the projected first year of Condominium operation is January 1, 2006 to December 31, 2006. As more fully set forth in the Section of the Plan entitled "Description of Property and Improvements", the first Unit is expected to be complete by January 1, 2007. As a result, the projected first year of Condominium operation as referenced in Schedule A and the Notes to Schedule B is hereby corrected to state January 1, 2007 to December 31, 2007.

3. EFFECTIVE DATE OF PLAN

The Sponsor's time to enter into Purchase Agreements with bonafide Purchasers for the sale of at least twenty-six (26) Units, which represents a minimum of fifty (50%) percent of the Units offered under the Plan was extended by Bank of America, as successor to Fleet National Bank, until October 31, 2006.

4. NO OTHER MATERIAL CHANGES

There have not been any material changes in the Plan, except as set forth in this Amendment.

Dated: October 3, 2006

Sponsor:

258 SAINT NICHOLAS AVENUE LLC

EXHIBIT "A"

COPY OF NOTICE DECLARING THE PLAN EFFECTIVE

258 SAINT NICHOLAS AVENUE LLC
303 South Broadway, Suite 102
Tarrytown, New York 10591

NOTICE OF EFFECTIVENESS OF OFFERING PLAN

July 26, 2006

To All Purchasers of
Condominium Units at
258 St. Nicholas Avenue
New York, New York 10002

Re: **258 St. Nicholas Avenue, New York, New York**

Dear Purchaser:

To declare the Offering Plan effective, Purchase Agreements covering at least twenty-six (26) of the Condominium Units must have been executed by Purchasers and accepted by Sponsor. Since Purchase Agreements for twenty-six (26) Units offered for sale under the Plan (or 50% of the Units offered) have been so executed and accepted, please take notice that the Plan is hereby declared effective.

Pursuant to the terms of the Purchase Agreement, Purchasers will be advised, in writing, as to the date and time for the Closing of title to their respective Unit. No Unit Closing shall occur until an Amendment which confirms that the Plan has been declared effective has been accepted for filing by the New York State Department of Law and a temporary Certificate of Occupancy is issued for the Unit.

Very truly yours,

258 SAINT NICHOLAS AVENUE LLC
By: 123 St. Partners LLC

By: _____
Name: John Cross
Title: Managing Member

EXHIBIT "B"

COPY OF AFFIDAVIT IN SUPPORT OF DECLARING THE PLAN EFFECTIVE

AFFIDAVIT IN SUPPORT OF DECLARING OFFERING PLAN EFFECTIVE

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

JOHN CROSS, being duly sworn, deposes and says as follows:

1. I am the Managing Member of 123 St. Partners LLC, a New York limited liability company, the Managing Member of 258 Saint Nicholas Avenue LLC, a New York limited liability company (the "Sponsor"), which is the sponsor of the condominium offering plan (the "Plan") for premises located at 258 St. Nicholas Avenue, New York, New York 10027, and I submit this Affidavit in my capacity as Managing Member on behalf of Sponsor in support of the First Amendment to the Plan, submitted for filing to the Department of Law in confirmation of the Declaration of Effectiveness of the Plan.

2. This Affidavit is made in support of declaring the Plan effective.

3. The Plan was accepted for filing by the Department of Law on December 5, 2005.

4. All Purchasers who are counted for purposes of declaring the Plan effective:

(a) are bona fide purchasers;

(b) are not purchasing as an accommodation to or for the account or benefit of the Sponsor or principals of the Sponsor;

(c) have duly executed Purchase Agreements and paid the down payment as required in the Plan; and

(d) are not the Sponsor, the Selling Agent or the Managing Agent, or a principal of the Sponsor, the Selling Agent or the Managing Agent, or related to the Sponsor, the Selling Agent or the Managing Agent (or any principal of the Sponsor, the Selling Agent or the Managing Agent) by blood, marriage or adoption or as a business associate, and employee, a shareholder or a limited partner.

5. There are no material changes to the budget for the first year's operation which have not been disclosed in a duly filed amendment to the Plan.

6. Annexed to this affidavit as Exhibit A is a list of the Units for which Purchase Agreements have been entered into. All of these Units are being counted to meet the minimum percentage that is needed to declare the Plan effective in accordance with its terms.

258 Saint Nicholas Avenue LLC
By: 123 St. Partners LLC, its Managing Member

By: _____
JOHN CROSS, Managing Member

Sworn to before me
this 28th day of July, 2006

HAZEL PARNELL
Notary Public, State of New York
No. 01PA6035231
Qualified In Westchester County
Commission Expires: 1/27/09

EXHIBIT "A"

Unit	Date of Purchase Agreement
3C	June 20, 2006
3D	May 8, 2006
4A	July 5, 2006
4B	February 6, 2006
4C	May 9, 3006
5B	February 28, 2006
5C	March 23, 2006
6A	June 8, 2006
6B	March 7, 2006
6C	March 20, 2006
6F	May 8, 2006
7C	March 22, 2006
7D	April 26, 2006
7E	March 7, 2006
7F	March 23, 2006
8A	May 22, 2006
8B	June 12, 2006
8C	April 3, 2006
8D	April 3, 2006
8E	February 13, 2006
8F	April 14, 2006
9B	March 20, 2006
9E	April 24, 2006
PHB	March 20, 2006
PHC	February 6, 2006
PH Duplex	April 21, 2006

SPECIAL RISKS

1. Sponsor shall construct the Building described in this Plan and shall obtain a temporary or permanent "Class A" Residential Certificate of Occupancy which shall cover each Unit prior to the Closing of title to such Unit. In the event that a permanent Certificate of Occupancy has not been obtained by such Closing, Sponsor is subsequently obligated to obtain same. Pursuant to the policies of the New York City Department of Buildings, a temporary Certificate of Occupancy for a multiple dwelling may be issued for 90 day periods, renewable up to at least two (2) years from initial issuance. Sponsor expects that the Building will be completed in all respects necessary for the issuance of a permanent Certificate of Occupancy within such two (2) year period, barring force majeure or other reasons beyond the Sponsor's control.

2. The Sponsor is retaining the unconditional right to rent rather than sell up to fifty percent (50%) of the Units. Sponsor makes no representation that it will execute Purchase Agreements or sell more Units than the fifty (50%) necessary to declare the Plan effective. Therefore this Plan may not result in the creation of a Condominium in which a majority of the Units are owned by owner- occupants.

3. The required Down Payment pursuant to the Purchase Agreement will be ten (10%) of the Purchase Price of the Unit. In the event of an uncured default by Purchaser in its obligations under the Purchase Agreement ten percent (10%) of the Purchase Price plus any interest earned thereon, may be retained as liquidated damages.

4. The By-laws of the Condominium do not include a provision that, after the initial Sponsor voting control period, a majority of the Board of Managers must be owner occupants or members of an owner occupants household who are unrelated to the Sponsor and its principals. Once the Sponsor has relinquished control of the Board of Managers (see Special Risk 5 below), the Sponsor will still have the right to vote its common interest for Unit Owners who are not nominated or affiliated with the Sponsor. Therefore, Purchaser's for their own occupancy may never gain control of the Board of Managers under the terms of this Plan.

5. Upon the earlier of (i) the Closing of title to Units whose aggregate Common Interest exceeds fifty (50%) percent; or (ii) five (5) years from the First Unit Closing, Sponsor, including any designee thereof, will relinquish control of the Board of Managers if it has such control and will not elect a majority of its nominees for positions on the Board of Managers, even though the total percentage of Common Interest may otherwise enable it to do so. Accordingly, it is possible that Sponsor and/or its designee(s) may control the Board of Managers for as long as five (5) after the First Unit Closing. Please refer to the section of the Plan entitled "Control By The Sponsor" in Part I for further discussion.

6. As long as the Sponsor or any Sponsor-designee shall continue to own Units equaling at least ten (10%) percent of the total Common Interest of the Condominium, but in no event for a period in excess of five (5) years from the First Unit Closing, the Board of Managers may not, without the Sponsor's or Sponsor-designee's prior written consent, (i) make any addition, alteration or improvement to the Common Elements or to any Unit or (ii) assess any Common Charge for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund,

except that Sponsor will consent to replacements to the contingency fund provided for in Schedule B of the Offering Plan for the Property to the extent that the aggregate amount of such fund does not exceed 5% of the budgeted annual expenses of the Condominium or (iii) borrow money on behalf of the Condominium (except for the purchase of the Superintendent's Unit or where necessary to perform work required by law or to correct an order issued by an insurance carrierto the extent that existing reserves are insufficient). Please refer to the section of the Plan entitled "Control By The Sponsor" in Part I for further discussion.

7. No bond or other security has been posted by Sponsor to secure its obligation to pay Common Charges, special assessments and real estate taxes with respect to Unsold Units. Sponsor represents that it has the financial resources to meet such obligation with respect to Unsold Units. Sponsor will pay the Common Charges for the Unsold Units for so long as such Units are owned respectively by Sponsor. Please refer to the Section of the Plan entitled "Rights and Obligations of Sponsor" in Part I of the Plan for further details.

8. If a Purchaser defaults under his Purchase Agreement, Sponsor shall notify Purchaser in writing of such default and advise Purchaser that he or she has thirty (30) days from the mailing date within which to cure such default. Time is of the essence for the Purchaser to cure any default under the Purchase Agreement within such thirty (30) day period. "Time is of the Essence" means that if the default is not timely cured the Sponsor may (but is not obligated to) elect to cancel the Purchase Agreement. In such event, the Down Payment and any accrued interest shall be paid over to Sponsor as and for liquidated damages and thereafter the Purchase Agreement shall become null and void. Please refer to the Section of the Plan entitled "Procedure to Purchase" in Part I for further discussion.

9. The Purchase Agreement is not contingent upon the Purchaser obtaining mortgage financing. Once a Purchaser signs the Purchase Agreement, the Purchaser shall be obligated to close the transaction whether or not the Purchaser obtains a mortgage. In the event a Purchaser does not have sufficient funds to pay the balance of the purchase price due at the Closing, for any reason whatsoever, Purchaser shall be deemed to be in default under the Purchase Agreements and Sponsor shall be entitled to the remedies set forth in Paragraph 11 above. Please refer to the Section of the Plan entitled "Procedure to Purchase" in Part I for further discussion.

10. Purchasers shall be required to pay the New York City and New York State Transfer Taxes due upon their purchase of a Unit. Although Transfer Taxes are customarily paid by the seller in single-family and other covered transactions (other than condominium developments), the responsibility for payment of such taxes may be modified by contract. It is now customary in New York City for Purchasers of Units in condominium developments to pay Transfer Taxes. The New York City Department of Finance and New York State Department of Taxation and Finance each take the position that, where the Purchaser pays such taxes, the amount thereof will be added to the taxable consideration. Please refer to "Unit Closing Costs and Adjustments" in Part I of the Plan for further discussion.

11. There is no provision for a specific reserve fund for the Condominium for the purpose of paying the cost of future capital repairs, replacements or improvements to the Premises (except that each Purchaser of a Unit shall pay into the Working Capital Fund of the Condominium a sum

equal to two (2) months of Common Charges for the Unit being purchased). The Working Capital Fund will be used by the Condominium to pay net closing adjustments in favor of the Sponsor for items including, but not limited to, the unfinanced portion of the Purchase Price of the Superintendents Unit, and initial equipment and supplies. Therefore, Unit Owners shall be obligated to pay their share of the cost of repairs, replacements and improvements to the Common Elements as the need for the same arises, unless there are sufficient Working Capital or other funds available. As the Building will be newly constructed, the Sponsor does not anticipate the imminent need for such capital repairs, replacements or improvements. However, no assurance or guaranty is given that such needs shall not arise in the future. See "Reserve Fund and Working Capital Fund" and "Rights and Obligations of Unit Owners and the Board of Managers" in Part I of the Plan.

12. Unlike Purchasers, the Sponsor shall not be required to offer a right of first refusal or seek or obtain approval (as the case may be) from the Condominium Board of Managers for any transfer, lease of, or alterations, repairs or improvement to its Units, (provided that such alterations, repairs or improvements must comply with applicable laws). Please refer to "Rights and Obligations of Sponsor" in Part I of the Plan.

13. If a Purchaser makes a Down Payment in excess of $100,000.00 for the purchase of a Unit, such Down Payment will not be federally insured in excess of $100,000.00. Please refer to "Procedure to Purchase" in Part I of the Plan.

14. While Residential Units are being offered for sale or lease by Sponsor or its designees there will be a greater number of visitors to the Building than would otherwise be the case. No representation or warranty is made and no assurance is given as to when such selling or leasing activity will terminate. Neither Sponsor or its designee nor the Managing Agent shall be liable or responsible for any personal injury or for any loss or damage to personal property which may result from the failure of the Condominium's security systems and procedures, including, without limitation, those procedures with regard to any delivery of packages, provided that any such failure is not caused by the negligence of Sponsor or its designees, the Managing Agent or their respective agents.

15. On or about the date of the First Unit Closing, Sponsor will sell Residential Unit 1, to the Board of Managers of the Condominium to be used as the Superintendent's residence. The Sponsor shall pay all mortgage recording and transfer taxes due in connection with the sale of the Superintendent's Unit. All Common Charges, utilities, the cost of financing the Superintendent's Unit, and repairs shall be borne by the Condominium. The Purchase Price of the Superintendent's Unit to be paid by the Condominium is $400,000.00. At the Closing of title to the Superintendent's Unit, the Board of Managers on behalf of the Condominium will execute and deliver to Sponsor or its designee an interest only purchase money mortgage and note in the sum of $340,000.00 at 5% annual interest. The remaining $60,000.00 of the Purchase Price will be funded from the Working Capital Fund. The loan will be prepayable at any time. No representation is made as to the likelihood, that the Board of Managers will be able to refinance the loan at that time, and if it does, the rate of interest and monthly payments that will be in effect at that time. If the loan cannot be refinanced, the Board of Managers may be required to impose an assessment to raise sufficient funds to pay off the loan.

16. Each Unit Owner, may sell or lease his Unit, but only after he has given the Board of Managers, a "right of first refusal". The Board of Managers, on behalf of the Unit Owners, will have the exclusive right to elect, within twenty (20) days after receipt of notice to sell or lease a Unit.

17. Each Unit Owner must notify the Managing Agent in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Unit. Each Unit Owner shall install, at such Unit Owner's expense, the required window guards in all windows of the Unit. The Unit Owner must maintain all window guards installed in the Unit and shall not remove same until permitted by applicable law and in any event, without full knowledge of the Managing Agent.

18. The use of the Non-Residential Units may generate noise, traffic, fumes or other disturbances over which the Residential Unit Owners will have no control. It can be anticipated that Non-Residential Unit Owners and/or their tenants will have reoccurring deliveries made to the Non-Residential Units which may entail idling vehicles and congestion. In addition, deliveries and garbage collection for the Non-Residential Unit(s), which must be separately arranged by the Non-Residential Unit Owners or their tenants, may occur during late night and early morning hours.

19. Units 1A, 2A, 3A, 4A, 5A, 6A, 7A, 8A, 9A, 2E, 3E, 4E, 5E, 6E, 7E, 8E, 9E, 7F, 8F, 9F and PH-C have windows located on the lot line of the Property, ("Lot-Line Windows"). These Lot-Line Windows are not being used, and are not required, to satisfy legal light and air requirements within the Units. Prospective Purchasers are advised that there is the possibility that an adjacent building might be built in the future along this lot line, preventing the use of the Lot-Line Windows in the aforelisted Units. If the Building Code requires that some or all of the Lot- Line Window openings be closed, the cost to close such window openings will be borne by all Unit Owners of the Condominium, as a Common Expense. Currently, the approximate cost of sealing window openings is $ 950.00 per window. No estimate can be made as to the cost of sealing window openings in the future.

20. Because the dimensions of Units listed in Schedule A, are approximate within reasonable tolerances, and are based on measurements from the exterior side of the exterior walls, they may exceed the actual useable floor area in the Unit.

21. Pursuant to the terms of The Building Loan Agreement, dated December 28, 2004, made by Sponsor to Fleet National Bank, the Plan may be declared effective when Purchase Agreements have been both executed and accepted by Sponsor for the sale of fifty percent (50%) of the Units offered under the Plan (ie. twenty-six (26) Units). The Attorney General's Regulations Governing Newly Constructed and Vacant Condominiums provide that a Plan may be declared effective with executed Purchase Agreements of bonafide purchasers for occupancy of fifteen percent (15%) of the Units offered under the Offering Plan. However, pursuant to the terms of The Building Loan Agreement in the event that Sponsor has not entered into Purchase Agreements with bonafide purchasers for the sale of twenty-six (26) Units, by June 27, 2006, which represent a minimum of fifty percent (50%) of the Units offered under the Plan, Sponsor shall abandon the Plan and convert the Building to a rental Building, unless Fleet National Bank extends such time period.

DEFINITIONS

"Appurtenant Interest"- With respect to any Unit, the undivided interest of the owner thereof, pursuant to the terms of Section 339-x of the Condominium Act, in and to: (i) the Common Elements; (ii) any other Units owned or leased at the time in question by the Board of Managers 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.

"Assessments" - The charges allocated and assessed by the Board of Managers to the Unit Owners, pro rata, in accordance with their respective Common Interest.

"Board of Managers" - The board of managers of the Condominium.

"Building" - The structure located at 258 St. Nicholas Avenue, New York , New York.

"Closing" - The time, place and procedure by which fee title to the Unit in question is conveyed to a Purchaser pursuant to a fully executed Purchase Agreement.

"Closing Date" - The date on which a Closing occurs.

"Common Elements or General Common Elements" - The Land and all parts of the Building, including all windows, foundations, roofs and support, other than the Units. The Common Elements include the limited Common Elements.

"Common Expenses"- Costs and expenses incurred or projected in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Common Elements.

"Common Interest" - The proportionate, undivided interest in fee simple absolute in the Common Elements appertaining to each Unit as expressed in the Declaration.

"Condominium" - A form of ownership of real property in which individual Units as component parts of a whole are owned in fee simple with the right of exclusive use, by separate individuals or entities, which separate individuals and/or entities jointly own those parts of the whole

designated as Common Elements. In the context of this Offering Plan "Condominium" specifically refers to The Dwyer Condominium.

"Condominium Act" - Article 9-B of the Real Property Law of the State of New York, as the same may be amended from time to time.

"Condominium Documents" - The Declaration and all Schedules thereto, the By-Laws, the Rules and Regulations, the Floor Plans, form of Unit Deed and the form of Unit Owners Power of Attorney.

"Declaration" - The instrument, as may be amended from time to time, by which the Property is submitted to the provisions of the New York State Condominium Act, consistent with the provisions of the New York Condominium Act and the By-Laws.

"First Unit Closing" - The first time by which fee title to a Unit is conveyed to a Purchaser pursuant to a fully executed Purchase Agreement.

"Floor Plans" - The floor plans of the Units certified by a registered architect or licensed professional engineer, and filed in the Register's Office simultaneously with the recording of the Declaration, together with any supplemental floor plans thereto.

"House Rules" - The rules and regulations of the Residential Section of the Condominium, which are 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.

"Insurance Trustee" - A bank, a trust company or savings and loan association, having an office in the City of New York, from time to time appointed to serve as such by the Condominium Board.

"Inspection Statement" - Prior to a scheduled Closing Purchaser may inspect his / her Unit. At the conclusion of the inspection Purchaser shall date and sign the an inspection statement confirming Purchaser's acceptance of the Unit in its then "as is" condition subject to the sellers agreement to repair or replace noted items.

"Land" - All that certain tract, plot, piece and parcel of land situate, lying and being in the City of New York, County of New York, State of New

York, as more particularly described in Schedule A to the Declaration.

"Law" - The laws and ordinances of any or all of the Federal, New York State, New York City, and New York County governments, the rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies, or offices thereof or of any other governmental, public, or quasi-public authorities having jurisdiction over the Property and/or the Condominium, and/or the direction of any public officer pursuant to law.

"Limited Common Elements" - Those Common Elements which serve or benefit exclusively one or more but not all of the Units and / or the Unit Owners including but not limited to terraces.

"Majority" - Majority of Unit Owners means either (i) more than fifty per cent in Common Interest in the aggregate, or (ii) more than fifty per cent in number of Units in the aggregate, or (iii) more than fifty per cent in the aggregate in both Common Interest and in number of Units, as may be specified herein or in the Declaration or the By-Laws with respect to any matter or matters. Any specified percentage of Unit Owners means (i) such percentage in Common Interest in the aggregate, or (ii) such percentage in number of Units in the aggregate, or (iii) such percentage in Common Interest and such percentage in number of Units, as may be specified herein or in the Declaration or the By-Laws with respect to any matter or matters, provided, however, that different percentages in interest and in number of Units may be so specified.

"Managing Agent"- A person employed by the Condominium Board, who shall undertake to perform the duties and services that the Board shall direct and who shall have whatever powers the Board shall delegate, subject to the limitations contained in the Condominium's By-Laws.

"Non-Residential Board of Managers" - The board of managers of the Non-Residential Section of the Condominium.

"Non-Residential Section"- The Non-Residential Units.

"Non-Residential Unit"- A Unit located in the Condominium, which pursuant to the New York City Zoning Resolution may only be used for non-residential purposes.

"Non-Residential Unit Owner" - Any owner of a Non-Residential Unit, and all such owners are, collectively, referred to as "Non-Residential Unit Owners."

"Offering Plan" - The document filed with the New York State Department of Law which describes the condominium property and pursuant to which individual Units in the Condominium are offered for sale, as the same may be amended from time to time. Sometimes herein referred to as the "Plan".

"Operation of the Property" - The administration and operation of the Property and the maintenance, repair and replacement of, and the making of any additions and improvements to, the Common Elements.

"Permitted Mortgage"- Refers to a mortgage placed on a Unit made to a bank, trust company, insurance company, federal savings and loan association, pension fund or other institutional lender, the Sponsor, Sponsor-designee or the Seller of the Unit.

"Permitted Mortgagee"- Refers to the holder of a Permitted Mortgage.

"Person" - A natural person, corporation, partnership, association, trustee or other legal entity.

"Power of Attorney" - The document, signed by Unit Owners, which appoints:

(i) the Board of Managers as attorney-in-fact to acquire, on behalf of all Unit Owners, any Unit the Unit Owner of which wishes to sell or abandon together with the Appurtenant Interests thereto and to deal with any such Units so acquired as they may determine.

(ii) the Sponsor, as attorney-in-fact, to amend the Declaration, the By-Laws, and the Rules and Regulations of the Condominium or any of said documents under certain conditions set forth in the Power of Attorney.

"Premises " or "Property" - Means and includes the Land, located at 258 St. Nicholas Avenue, New York, New York, and will include the Building and all other improvements thereon, (i) owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection

therewith, which have been or are intended to be submitted to the provisions of the New York State Condominium Act.

"Purchaser" - Any Person who has entered into an agreement with Sponsor to purchase any Unit and is not in default thereunder.

"Recording officer" and "Recording" or "Recorded" - Shall have the meanings stated in section two hundred ninety of the New York State Real Property Law.

"Residential Board of Managers" - The board of managers of the Residential Section of the Condominium.

"Residential Unit" - Any of the fifty- two (52) residential units in the Building (including the Superintendent's Unit) designated as such in the Declaration. The term "Residential Units" shall mean more than one or all of the Residential Units.

"Residential Unit Owner" - Any owner of a Residential Unit, and all such owners are, collectively, referred to as "Residential Unit Owner."

"Selling Agent" - Society Estates Inc.,, or any successor selling agent at the time in question.

"Sponsor" - The promoter of the project and/or Offering Plan to convert a particular parcel of property to Condominium Ownership; 258 Saint Nicholas Avenue LLC, is the Sponsor of this Offering Plan.

"Sponsor-designee" - Any Person designated by Sponsor to hold title to any Unit. Sponsor's statement in writing that a Person is a Sponsor-designee shall be conclusive evidence of such status so as to entitle such Person to all the rights of a Sponsor-designee under this Offering Plan. A Sponsor-designee shall have the right to designate a Person to succeed to its rights and any such designee shall also be deemed a "Sponsor-designee".

"Superintendent's Unit" - Sponsor will sell Residential Unit 1 in the Condominium to the Board of Managers, to be used as the Superintendent's residence. Sponsor reserves the right, in its sole discretion prior to the First Unit Closing, to choose a different Residential Unit other than Residential Unit 1 to sell to the Condominium as the Superintendent's apartment, in lieu of Residential Unit 1.

"Unit"	-	Any space in the Building designated as a Unit. Such Units are a part of the Property intended for any type of legal use or uses, and adjoin an exit to a public street or highway or a Common Element or elements leading to a public street or highway, and may include such appurtenances as a terrace.
"Unit Deed"	-	The deed transferring title to a specified Unit from Sponsor to Purchaser in fee simple absolute.
"Unit Designation"	-	The number, letter or combination thereof or other official designations conforming to the tax lot number, if any, designating the unit in the Declaration and on the Floor Plans.
"Unit Owner"	-	The person or persons, or entity owning a Unit in fee simple absolute also sometimes referred to as a Residential Unit Owner.
"Unsold Units"	-	Any Unit owned by Sponsor or its designee at the time in question.

INTRODUCTION

The Sponsor and current owner of the Property is 258 Saint Nicholas Avenue LLC, a New York limited liability company, having an address at 303 South Broadway, Suite 102,Tarytown, New York 10591. The Sponsor acquired the Property by deed dated May 18, 2004.

The purpose of the Plan is to set forth all the terms of the offer so that prospective Purchasers have an adequate basis upon which to determine whether to purchase Units in the Condominium. The Plan may be amended from time to time when an amendment is filed with the New York State Department of Law. All filed amendments will be served on (i) Purchasers who have executed and delivered Purchase Agreements to the Sponsor or the Selling Agent and whose Purchase Agreements are in effect, (ii) Unit Owners, and (iii) any other person who is required by law to receive such amendment. Service shall be either personal delivery, ordinary mail or registered mail. Service by personal delivery is deemed complete upon delivery. Service by mailing shall be presumed complete on the fifth day after the date of mailing.

The Condominium will be organized pursuant to Article 9B of the Real Property Law of the State of New York, as amended, which is commonly known as the New York Condominium Act (hereinafter referred to as the "Condominium Act").

The Condominium is being newly constructed. It shall consist fifty-two (52) Residential Units (including one (1) Superintendent's Unit), two (2) Non-Residential Units which may be divided into multiple Non -Residential Units. Fifty -one (51) of the Residential Units, are being offered for sale to the public hereunder. One (1) Residential Unit is not being offered for sale to the public and will house the Building superintendent and the Non-Residential Units are not being offered for sale to the public hereunder. Upon receipt of a temporary certificate of occupancy for the Non-Residential Unit No. 1 the Sponsor will transfer title of the Non-Residential Unit No. 1 to a not- for profit entity to be used for community facility use, as this term is defined in the New York City Zoning Resolution of September 1, 1989. No space in the Building shall be occupied until Non-Residential Unit No. 1 is available for occupancy as required pursuant to the Restrictive Declaration, dated May 11, 1990, recorded in Reel 1696, Page 563.

The Sponsor is retaining the unconditional right to rent rather than sell up to fifty percent (50%) of the Units. In order to declare the Plan effective the Sponsor must execute Purchase Agreements to sell at least fifty percent (50%) of the Units offered under the terms of this Plan by June 27, 2006. It is possible that title will not close to some Units for which Purchase Agreements will have been executed. The By-laws of the Condominium do not include a provision that, after the initial Sponsor voting control period, a majority of the Board of Managers must be owner occupants or members of an owner occupants household who are unrelated to the Sponsor and its principals. Therefore, Purchaser's for their own occupancy may never gain control of the Board of Managers under the terms of this Plan.

All the Residential Units being offered are intended to be sold as Residential Condominium Units in accordance with this Plan at the prices noted in Schedule A. These prices have been established solely by the Sponsor and are not subject to review or approval by the Department of Law or any other governmental agency. All fixtures and equipment described in this Plan are included in the offering prices listed in Schedule A. If Sponsor leases certain

Residential Units to tenants and such Residential Units subsequently are offered, Sponsor shall amend the Plan accordingly.

As more particularly described in this Plan, the Building will include (a) the General Common Elements, (b) the Residential Limited Common Elements, (c) the Non-Residential Limited Common Elements, (d) the Residential Units, and (e) the Non-Residential Units. The General Common Elements, Residential Limited Common Elements and Non-Residential Limited Common Elements are collectively referred to herein as the Common Elements. The Residential Units, and the Non-Residential Units are collectively referred to herein as the Units.

In the condominium form of ownership, each Purchaser of a Unit owns his Unit similarly in many respects to the manner in which a private home owner owns his home. (References to the masculine gender in this Plan shall be deemed to refer to the feminine gender or plural where the context so requires and shall be deemed to include any duly formed partnership, corporation, trust, estate, fiduciary, unincorporated association or any other entity permitted to own real property in the State of New York). The Unit Owner owns the Unit in fee simple absolute and is entitled to the exclusive possession thereof. The Unit Owner is also the owner, in common with the owners of all other Units, of all remaining parts of the Property except for the Units themselves, including the land upon which the Units are built, the foundations and supports of the Building, the exterior walls and the roof (hereinafter called "General Common Elements"). Each Unit Owner's proportionate share (hereinafter called "Common Interest") of the Common Elements has been determined upon the basis of such Unit's floor space, location, uniqueness, overall dimensions and similar factors of relative value to other space in the Condominium. These allocations are made pursuant to Section 339-i 1(iv) of the Real Property Law, which is part of the Condominium Act. Any portion of the land or Building, other than the Units themselves, which are for the use of one or more specified Units to the exclusion of all others, are known as "Limited Common Elements." The "Residential Limited Common Elements" shall include balconies, terraces, and private entrances. The "Non-Residential Limited Common Elements" shall include the vault space located in the cellar which is not part of any of the Non-Residential Units.

Each Unit Owner is privileged to mortgage his Unit generally on the terms and in such amount as he chooses. With respect to any Unit, a first mortgage or second mortgage shall be either with an institutional lender, the Sponsor, a family member, a business associate or employer or a selling Unit Owner. No Unit Owner shall be permitted to encumber his or her Unit with a third mortgage. Pursuant to this Plan, however, no Purchase Agreements shall be contingent upon a Purchaser obtaining mortgage financing. A Unit is not subject to the lien of any mortgages placed by other Unit Owners on their Units.

A Residential Unit Owner can sell or lease his Residential Unit to anyone for a term of not less than one year, and renewable indefinitely, without restriction or limitation, subject only to a "right of first refusal" by the Condominium Board at the same price and terms the Owner has been offered. Such right of first refusal is hereinafter described in the Section entitled "Rights and Obligations of the Unit Owners and the Condominium Board" in Part I of this Plan.

A Unit Owner can alter and decorate the interior of his Residential Unit in any way he desires, subject to the Condominium Bylaws and local codes, and is obligated for the cost of his own interior decoration, maintenance and repair after Closing.

The Board of Managers does not have the right to approve or disapprove purchasers of Units, and there is no limit on the number of Unit Owners who may purchase for investment rather than for personal occupancy. Consequently, there may always be a substantial percentage of Unit Owners who are not owner-occupants.

Sponsor has a Project Loan Mortgage and a Building Loan Mortgage on the Property with Fleet National Bank. Each Unit offered for sale will be released from the mortgage liens upon the payment to the lender the gross sales proceeds from the sale of each Unit based on the minimum sale price acceptable to the lender.

A Unit Owner can alter and decorate the interior of his Unit in any way he desires, subject to the Condominium Bylaws and local codes, and is obligated for the cost of his own interior decoration, maintenance and repair after closing.

Each Unit will be taxed as a separate tax lot for real estate tax purposes, and a Unit Owner will not be responsible if any of the other Unit Owners fail to pay their real estate taxes. In the opinion of counsel for the Sponsor, a Unit Owner, like a home owner, may under most circumstances, deduct from his income for income tax purposes his real estate taxes and the interest paid on the mortgage encumbering the Unit(s) owned by him. The Condominium Board will assess against each Unit Owner, in proportion to his respective percentage of Common Interest, charges (hereinafter called "Common Charges") for the costs of maintenance of the Common Elements and for the operation of the Property (hereinafter called "Common Expenses"), as provided in New York State Real Property Law Section 339-m. Each Residential Unit Owner will pay for the electricity consumed within his own Residential Unit, the charges for which will be separately metered.

Each Unit Owner is obligated to comply with the Declaration, the Bylaws, the Rules and Regulations, and any other requirements of the Condominium Board. Each Residential Unit Owner shall also be responsible for maintaining his own Unit and for making repairs within his own Residential Unit. The cost of maintenance and repair of the Common Elements shall be shared by all Unit Owners as provided above. Each Unit Owner shall have the same rights of access to, use of and benefit of the Common Elements which are not Limited Common Elements. Each Unit Owner shall also be responsible for obtaining and bearing the cost of casualty and liability insurance in connection with his respective Unit. The Condominium Board shall have the duty of obtaining casualty and liability insurance on behalf of the Condominium with respect to the Building as a whole.

The Condominium Board shall be elected by the Unit Owners with the number of votes allocated to each Unit Owner determined by the Unit Owner's percentage of Common Interest. The Condominium Board shall have the authority to manage and administer the affairs of the Condominium, including, but not limited to, the determination of Common Charges and the adoption of Rules and Regulations covering the Condominium. Please see the Section entitled "Rights and Obligations of the Unit Owners and the Condominium Board" in Part I of this Plan for further discussion.

Units may be purchased either by natural persons over the age of 18 years or by a duly formed partnership, corporation, trust, estate, fiduciary, unincorporated association, syndicate,

joint venture, organization, government or any department or agency thereof, or any other entity permitted to own real property in the State of New York.

This Plan contains all of the material terms of the transaction. 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 will be available for inspection without charge and for copying at a reasonable charge to prospective Purchasers and their attorneys at the office of the Selling Agent or at the on-site sales office at all times such office is open. Copies of the Plan and exhibits thereto will also be available for inspection and copying at a reasonable fee at the Department of Law.

The Plan may be borrowed by a prospective Purchaser from the Sponsor upon payment of a one hundred dollar ($100.00) deposit, which amount will be fully refunded either upon (i) the prompt return of all borrowed materials in good condition or (ii) the execution of a Purchase Agreement subsequently accepted by Sponsor.

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 PROPERTY AND IMPROVEMENTS

The Premises have a land area of approximately 9,218 square feet. Sponsor will construct a ten (10) story building above grade on the Premises. The address of the Premises shall be 258 St. Nicholas Avenue, New York, New York 10027.

The Condominium shall consist of fifty- two (52) Residential Units (including Superintendent's Unit), and two (2) Non-Residential Units. The cellar and first floor shall contain the two (2) Non-Residential Units, the first floor through the tenth floor shall contain fifty -two (52) Residential Units, including the Superintendent's Unit. Approximately 7,000 square feet of the Non-Residential Units must be used for community facility space, as this term is defined in the New York City Zoning Resolution of September 1, 1989, as required pursuant to the Restrictive Declaration, dated May 11, 1990, recorded in Reel 1696, Page 563. There will be two (2) passenger elevators. The Premises previously contained a Building constructed in 1892. Pursuant to NYC Department of Buildings Permit No. 103772772008, Sponsor will retain the existing cellar walls of stone construction and footings and portions of the lotline walls above grade. The structural system consists of steel columns and beams with concrete on metal deck floors and roofs. Street walls are cavity walls with exterior brick wythe with decorative cast stone elements, and structural steel framing with exterior sheathing and interior gypsum board. Walls are weeped to the exterior at each floor. Batt insulation is provided within the steel framing. Lot line walls consist of existing masonry walls up to the fourth floor, eight inch concrete block at adjacent buildings, lotline walls, and two hour rated cavity walls with exterior brick wythe and interior steel framing, similar to street walls.

The Building will contain a cellar, and ten stories above grade, and will be a Class 1-C building. Please see the architect's Description of Property and Specification of Building Conditions in Part II of this Plan for details about the building construction.

After completion of construction, the Sponsor will apply for a Certificate of Occupancy from the New York City Department of Buildings. The first Unit is expected to be completed by January 1, 2007. The Sponsor will obtain a Temporary Certificate of Occupancy prior to the first Unit closing and a Final Certificate of Occupancy within two (2) years of the first Unit Closing.

Units 1A, 2A, 3A, 4A, 5A, 6A, 7A, 8A, 9A, 2E, 3E, 4E, 5E, 6E, 7E, 8E, 9E, 7F, 8F, 9F and PH-C have windows located on the lot line of the Property, ("Lot-Line Windows"). These Lot-Line Windows are not being used, and are not required, to satisfy legal light and air requirements within the Units. Prospective Purchasers are advised that there is the possibility that an adjacent building might be built in the future along this lot line, preventing the use of the Lot-Line Windows in the aforelisted Units.

In the event a building is constructed on an adjacent lot within a distance of less than sixty (60) feet in a direct line (whether horizontally, vertically or diagonally) of any of the Lot-Line Windows, the New York City Building Code requires that the Lot-Line Window openings be closed.

If the Building Code requires that some or all of the Lot- Line Window openings be closed, the cost to close such window openings will be borne by all Unit Owners of the Condominium, as a Common Expense. Currently, the approximate cost of sealing window openings is $ 950.00 per window. No estimate can be made as to the cost of sealing window openings in the future.

LOCATION AND AREA INFORMATION

Location and Surrounding Area:

The Property is located at 258 St. Nicholas Avenue, New York, New York.

Transportation:

Public transportation is accessible from the Condominium. Local bus lines include the M18 (123rd Street and St. Nicholas Avenue), M10 (Frederick Douglas Blvd. and 123rd Street), M3 (Manhattan Avenue and 122nd Street). The subway lines that are closest to the Property are the A, B, C, and D at 125th Street and St. Nicholas Avenue.

Public Schools:

The Property is located in New York City School District 5. The Public Schools located in the vicinity are:

Grade School:

P.S. 36 which is located at 123 Morningside Drive, New York, NY.

P.S. 76 which is located at 220 West 121st Street, New York, NY.

P.S. 79 which is located at 55 East 120th Street, New York, NY.

P.S. 92 which is located at 222 West 134th Street, New York, NY.

P.S. 125 which is located at 425 West 123rd Street, New York, NY.

P.S. 129 which is located at 425 West 130th Street, New York, NY.

P.S. 133 which is located at 2121 Fifth Avenue, New York, NY.

P.S. 149 which is located at 41 West 117th Street, New York, NY.

P.S. 154 which is located at 250 West 127th Street, New York, NY.

P.S. 161 which is located at 499 West 133rd Street, New York, NY.

P.S. 175 which is located at 175 West 134th Street, New York, NY.

P.S. 180 which is located at 370 West 120th Street, New York, NY.

P.S. 241 which is located at 240 West 113th Street, New York, NY.

P.S. 242 which is located at 370 West 120th Street, New York, NY.

Intermediate / Junior High School:

I.S. 323 is located at 131st & Convent Avenue, New York, NY.

I.S. 195 is located at 625 West 133rd Street, New York, NY.

Crossroads School 246 is located at 234 West 109th Street, New York, NY.

No representations are made that children living at the Building will qualify to attend any of the listed public schools.

Private Schools in the area include the following:

Columbia Greenhouse Nursery is located at 424 West 116th Street, New York, NY.

Mt. Morris Children's Center is located at 15 Mount Morris Park W, New York, NY.

Park West Montessori Inc. is located at 435 Central Park West #225, New York, NY.

Harbor Morningside Children's is located at 311 West 120th Street, New York, NY.

Religious Institutions:

Ministers of Harlen USA Inc. is located at 128 West 116th Street, New York, NY.

Metropolitan NY Synod is located at 475 Riverside Drive, New York, NY.

World Association - Born Again is located at 3333 Broadway, New York, NY.

Defenders of Christian Faith is located at 235 West 108th Street, New York, NY.

Parks/Recreation:

Marcus Garvey Memorial Park is located between 120th and 124th Street on Madison Avenue, New York, NY.

Riverside Park is located Riverside Drive to Hudson River, West 59th Street to Clair Place, New York, NY.

Sakura Park is located on Riverside Drive, Claremont Avenue to West 122nd Street, New York, NY.

Sheltering Arms Park is located at West 129th Street and Amsterdam Avenue, New York, NY.

Morningside Park is located on Morningside Avenue at 110th Street, New York, NY.

Central Park is located at 110th Street, New York, NY.

Hancock Park

Public Library:

George Bruce Branch Library located at 518 West 125th Street, New York, NY.

Hospitals:

St. Lukes Roosevelt is located at 1111 Amsterdam Avenue, New York, NY.

Mount Sinai Medical Center is located at 1900 5th Avenue, New York, NY.

North General Hospital is located at 1879 Madison Avenue, New York, NY

Municipal Services:

Police, fire protection, water, sanitation, snow removal and street maintenance services are provided by the City of New York and all charges are incorporated into the City tax. Commercial garbage removal must be obtained and paid for privately by the Non-Residential Unit Owners.

The Property is located in the 28th Police Precinct. The station is located at 2271 Eighth Avenue, New York, NY.

The New York Fire Department Companies serving the Property are Engine Company 37, Ladder Company 40, located at 415 West 125th Street, New York, NY.

Postal:

The zip code for the Property is 10027, Morningside Annex is located at 365 West 125th Street, New York, NY.

Zoning: C4 -4D

To the knowledge of the Sponsor there are not any presently existing or proposed uses in adjacent or nearby buildings or land which a reasonable Purchaser would find obnoxious. The Premises are located in a busy urban area which includes a police station across the street and a multiplex theater one block o the north.

Schedule A
The Dwyer Condominium
258 St. Nicholas Avenue, New York, NY 10027
Price Schedule and Estimated Carrying Costs for Units
(January 1, 2006 to December 31, 2006, The Projected First Year of Condominium Operation) (1)

Unit No.	Approx. Interior Sq. Ft. (2)	# Bedrooms	# Bath Loft	Approx. out door Sq. ft,	Purchase Price (3)	Residential Percent Common Interest (4)	Commercial Percent Common Interest (4)	Percent Total Common Interest (4)	Estimated Monthly Common Charges (5)	Estimated Annual Common Charges (5)	Estimated Annual Real Estate Taxes (6)	Estimated Annual Real Estate Taxes with 421-a Benefits (6)
Non-Residential Unit No. 1	7,259				N/A		59.31	8.81				
Non-Residential Unit No. 2	4,980				N/A		40.69	6.04				
1-Super	1,065	2	1	373	$400,000	1.52		1.29	$521.76	$6,024.27	$9,055.45	$154.46
2A	1,896	1	2		$953,000	2.70		2.30	$926.81	$10,701.01	$16,985.33	$286.40
2B	1,665	2	2		$917,144	2.37		2.02	$813.54	$9,393.11	$14,119.35	$240.84
2C	1,312	1	2		$690,323	1.87		1.59	$649.90	$7,411.44	$11,140.58	$190.03
2D	1,286	1	2		$661,652	1.83		1.56	$628.18	$7,252.91	$10,902.27	$185.96
2E	900	1	1	69	$471,739	1.28		1.09	$439.38	$5,073.07	$7,625.64	$130.07
2F	758		1		$376,950	1.08		0.92	$370.73	$4,280.40	$6,434.13	$109.75
3A	1,896	1	2		$969,150	2.70		2.30	$926.81	$10,701.01	$16,985.33	$286.40
3B	1,665	2	2		$932,894	2.37		2.02	$813.54	$9,393.11	$14,119.35	$240.84
3C	1,312	1	2		$702,398	1.87		1.59	$649.90	$7,411.44	$11,140.58	$190.03
3D	1,286	1	2		$674,048	1.83		1.56	$628.18	$7,252.91	$10,902.27	$185.96
3E	900	1	1	69	$480,900	1.28		1.09	$439.38	$5,073.07	$7,625.64	$130.07
3F	758		1		$383,250	1.08		0.92	$371.13	$4,280.40	$6,434.13	$109.75
4A	1,925	1	2		$996,450	2.74		2.34	$940.55	$10,859.55	$16,323.63	$278.44
4B	1,665	2	2		$948,644	2.37		2.02	$813.54	$9,393.11	$14,119.35	$240.84
4C	1,312	1	2		$714,473	1.87		1.59	$649.90	$7,411.44	$11,140.58	$190.03
4D	1,319	1	2		$703,973	1.88		1.60	$645.33	$7,451.07	$11,200.16	$190.04
4E	958	1	1	69	$520,144	1.36		1.16	$466.84	$5,390.14	$8,102.24	$138.20
4F	821		1		$424,463	1.17		1.00	$401.62	$4,637.11	$6,970.31	$118.90
5A	1,925	1	2		$1,012,200	2.74		2.34	$940.55	$10,859.55	$16,323.63	$278.44
5B	1,665	2	2		$964,425	2.37		2.02	$813.54	$9,393.11	$14,119.35	$240.84
5C	1,312	1	2		$726,548	1.87		1.59	$649.90	$7,411.44	$11,140.58	$190.03
5D	1,319	1	2		$729,855	1.88		1.60	$645.33	$7,451.07	$11,200.16	$190.04
5E	958	1	1	69	$529,200	1.36		1.16	$466.84	$5,390.14	$8,102.24	$138.20
5F	821		1		$432,600	1.17		1.00	$401.62	$4,637.11	$6,970.31	$118.90

Schedule A
The Dwyer Condominium
258 St. Nicholas Avenue, New York, NY 10027
Price Schedule and Estimated Carrying Costs for Units
(January 1, 2006 to December 31, 2006, The Projected First Year of Condominium Operation) (1)

Unit No.	Approx. Interior Sq. Ft. (2)	# Bedrooms	# Bath Loft	Approx. out door Sq. ft,	Purchase Price (3)	Residential Percent Common Interest (4)	Commercial Percent Common Interest (4)	Percent Total Common Interest (4)	Estimated Monthly Common Charges (5)	Estimated Annual Common Charges (5)	Estimated Annual Real Estate Taxes (6)	Estimated Annual Real Estate Taxes with 421-a Benefits (6)
6A	1,925	1	2		$1,027,950	2.74		2.34	$940.55	$10,859.55	$16,323.63	$278.44
6B	1,665	2	2		$980,175	2.37		2.02	$813.54	$9,393.11	$14,119.35	$240.84
6C	1,312	1	2		$738,623	1.87		1.59	$649.90	$7,411.44	$11,140.58	$190.03
6D	1,319	1	2		$741,930	1.88		1.60	$645.33	$7,451.07	$11,200.16	$190.04
6E	958	1	1	69	$538,256	1.36		1.16	$466.84	$5,390.14	$8,102.24	$138.20
6F	821		1		$440,055	1.17		1.00	$401.62	$4,637.11	$6,970.31	$118.90
7A	1,925	1	2		$1,048,950	2.74		2.34	$940.55	$10,859.55	$16,323.63	$278.44
7B	1,665	2	2		$995,925	2.37		2.02	$813.54	$9,393.11	$14,119.35	$240.84
7C	1,312	1	2		$750,698	1.87		1.59	$649.90	$7,411.44	$11,140.58	$190.03
7D	1,319	1	2		$754,005	1.88		1.60	$645.33	$7,451.07	$11,200.16	$190.04
7E	958	1	1	69	$547,313	1.36		1.16	$466.84	$5,390.14	$8,102.24	$138.20
7F	821		1		$453,049	1.17		1.00	$401.62	$4,637.11	$6,970.31	$118.90
8A	1,925	1	2		$1,064,700	2.74		2.34	$940.55	$10,859.55	$16,323.63	$278.44
8B	1,665	2	2		$1,011,675	2.37		2.02	$813.54	$9,393.11	$14,119.35	$240.84
8C	1,312	1	2		$762,773	1.87		1.59	$649.90	$7,411.44	$11,140.58	$190.03
8D	1,319	1	2		$766,080	1.88		1.60	$645.33	$7,451.07	$11,200.16	$190.04
8E	958	1	1	69	$556,369	1.36		1.16	$466.84	$5,390.14	$8,102.24	$138.20
8F	821		1		$460,845	1.17		1.00	$401.62	$4,637.11	$6,970.31	$118.90
9A	1,925	1	2		$1,080,450	2.74		2.34	$940.55	$10,859.55	$16,323.63	$278.44
9B	1,665	2	2		$1,027,425	2.37		2.02	$813.54	$9,393.11	$14,119.35	$240.84
9C	1,312	1	2		$774,848	1.87		1.59	$649.90	$7,411.44	$11,140.58	$190.03
9D	1,319	1	2		$778,470	1.88		1.60	$645.33	$7,451.07	$11,200.16	$190.04
9E	958	1	1	69	$565,425	1.36		1.16	$466.84	$5,390.14	$8,102.24	$138.20
PHA	1,954	2	2	1235	$1,275,750	2.78		2.37	$954.27	$11,018.08	$16,561.93	$282.50
PHB	1,383	2	2	800	$906,938	1.97		1.68	$676.23	$7,807.77	$11,363.33	$200.19
PHC	1,698	2	2	373	$1,114,313	2.42		2.06	$830.70	$9,591.27	$14,417.22	$245.92
PH Duplex	1,283	1	2	90	$779,247	1.83		1.56	$628.18	$7,252.91	$10,902.28	$185.96
	70,196				**$39,258,660**	**100.00**	**100.00**	**100.00**	**$34,373.68**	**$396,135.59**	**$596,882.12**	**$10,174.93**

The square footage listed above of the Units are approximate, within reasonable tolerances.
Dimensions listed are based on measurements from the exterior side of the exterior wall. The actual useable floor area of the Unit may be less.
The total approximate square footage listed at the bottom of column 2 is the total approximate area of the residential units only.

NOTES TO SCHEDULE A

1. Amounts are projected on the assumption that the first year of condominium operation will be the year from January 1, 2006 to December 31, 2006. The actual first year of condominium operation may be earlier or later than that year.

2. Any floor plan or sketch shown to a prospective purchaser is only an approximation of the square foot area and layout of the Unit in question. However, any material change will be set forth in an amendment to the Plan, and no material adverse change will be made in the size, configuration, or layout of a Unit for which a Purchase Agreement which has been countersigned by Sponsor and returned to the Purchaser unless the same is dictated by construction conditions at the Property, and in such event, Sponsor will, in the amendment disclosing such change and delivered to the Purchasers, offer the affected Purchaser(s) the right, for at least fifteen days, to rescind their Purchase Agreement(s) and receive a refund of their down payment(s), together with all interest earned thereon.

   The square foot area of the Units set forth in the floor plans and in Exhibit B to the Declaration of Condominium are approximate, within reasonable tolerances, and were obtained by using the method customarily used in New York City to measure condominium apartments.

   Each unit will consist of the area measured horizontally from the exterior of the Unit side of the glass or the centerline of the exterior wall (perimeter columns and perimeter mechanical pipes are not deducted) to the centerline of the wall separating one Unit from another Unit, corridors, stairs and other mechanical equipment spaces or any Common Elements; or to the centerline of the glass of the opposite exterior walls or the centerline of the exterior walls.

3. Sponsor has reserved the right to change the purchase prices (as well as other terms of sale) of Units not subject to executed Purchase Agreements, so Purchasers may pay different prices for similar Units. See "Changes in Prices and Units" for further discussion. In addition to paying the purchase prices of their Unit, Purchasers will be responsible for paying certain closing adjustments and closing costs (see "Unit Closing Costs and Adjustments" for further discussion).

4. The Common Interest of each Unit has been determined, pursuant to Section 339-i (l) (iv) of the Condominium Act, that is based upon the approximate proportion that the floor area of the Unit at the date of the Declaration bears to the then aggregate floor area of all the Units and reflecting any Limited Common Elements appurtenant to such Unit. The aggregate Common Interests of all of the Units equal one hundred percent.

5. These projections have been based upon the projections contained in "Projected Budget for First Year of Condominium Operation - Schedule B", which were made based on the assumption that the first year of condominium operation will be from January 1, 2006 to

December 30, 2006. The actual first year of operation may be earlier or later. In the event the actual or anticipated commencement date of the first year of condominium operation is to be delayed by six months or more, Sponsor will amend the Plan to include a revised budget with current projections. If the amended budget exceeds this projected budget by 25% or more, Sponsor will offer all Purchasers (other than Purchasers who are then in default beyond any applicable grace period, if the Plan has been declared effective) the right to rescind their Purchase Agreements within not less than fifteen days after the presentation date of the amendment containing such revised budget, and any Purchaser electing rescission pursuant to such offer will have their Down Payments and any interest accrued thereon returned.

In addition to the payment of Common Charges, each Unit Owner will incur additional expenses for:

a. mortgage payments under any loan or loans obtained to finance the purchase of the Unit;

b. the cost of electricity supplied to the Unit, which will be metered and payable as and when billed;

c. the cost of interior repairs to, and the maintenance, painting and decoration of, the Unit, including, without limitation, the equipment and appliances contained in the same, and any appurtenant Limited Common Elements;

d. the cost of any insurance that the Unit Owner may desire to carry covering the furniture, belongings, equipment and other personal property in the Unit, as well as his or her liability to others for personal injury or property damage as a result of occurrences in the Unit;

e. telephone and cable television charges; and

f. real estate taxes (see footnote 6 below).

6. The projection of the real estate taxes that will be payable for each of the Residential Units during the first year of condominium ownership is based upon an estimate that the aggregate real estate taxes for the Units for such made by Metropolitan Valuation Services, Inc. For a more detailed description of Section 421-a Real Estate Tax Exemption Benefits please refer to the Section of the Plan entitled "Real Estate Taxes".

No warranty, guaranty or assurance is given that:

(i) any projected or estimated amount set forth (including, without limitation, the estimates of the Premises' assessed valuations during the first year of condominium operation; the estimates of the portions of such assessed valuations that will be

allocable to the Units; and the projection of the average real estate tax rate that will be in effect during such first year of operation; will approximate the actual amount; or

(ii) the New York City Real Estate Tax Assessment Bureau will allocate the Property's aggregate assessed valuation between the Units in accordance with the appraised values used by Metropolitan Valuation Services , Inc., for such purpose, or that such bureau will allocate the aggregate assessed valuation attributable to the Units among the different Units as described above;

(iii) any of the projections or estimates made above and in Schedule A are accurate.

Until the Units are separately assessed, each Unit Owner will pay to the Board their Unit's pro rata share of the Premises' real estate taxes for the period in question based upon Common Interest. The Board will pay such real estate taxes to the Department of Finance of The City of New York or directly to Sponsor if Sponsor has paid such real estate taxes. If any Unit Owner fails to pay his pro rata share as set forth above, the Board will be entitled to assess late charges and/or place a lien on such Unit as if such unpaid share were Common Charges. At such time as a Unit is separately assessed and separate tax bills are issued, the Unit Owner will pay such taxes directly to the taxing authority.

There is no assurance that the pro-ration of taxes described in the paragraph above will equal the actual amount of real estate taxes which will be assessed against the Units, and the actual amounts may vary considerably from the method set forth above.

Please refer to the Section of the Plan entitled "Real Estate Taxes" set forth in Part I of the Plan for further discussion regarding real estate taxes for the Units.

Additionally, in the opinion of Seiden & Schein, P.C., counsel to Sponsor, the tax laws existing on the date of this Plan in general permit a Residential Unit Owner who itemizes his deductions to deduct from income for the purposes of Federal, New York State and New York City income taxes, any real estates taxes actually paid by such Unit Owner with respect to his Unit. However, the amount of such deductions may vary from year to year due to changes in the amount of the real estate taxes payable by the Unit Owner (which might result from changes in the assessed valuation of the unit, in the tax rate and/or in the manner of assessing real property). Prospective Purchasers should refer to "Income Tax Deductions to Residential Unit Owners and Tax Status of the Condominium", as well as to the "Counsel's Income Tax Opinion", for further discussion.

THE DWYER CONDOMINIUM

258 St. Nicholas Avenue, New York, NY

Schedule B

PROJECTED OPERATING BUDGET FOR THE RESIDENTIAL UNITS FOR THE INITIAL TWELVE MONTH PERIOD

	$	Notes
EXPENSES		
Concierge/Security	129,353.00	(1)
Payroll & Wage Related Expense	34,320.00	(2)
Superintendent's Apartment Costs	17,000.00	(3)
Repairs and Maintenance	12,750.00	(4)
Service Contracts and Supplies	23,036.00	(5)
Heat	28,330.00	(6)
Electric	29,696.00	(7)
Cooking Gas & Domestic Hot Water	27,988.00	(8)
Insurance	47,500.00	(9)
Management Fee	20,000.00	(10)
Administrative Expense	3,500.00	(11)
Professional & Consultants Fees	7,000.00	(12)
Franchise & Corporate Tax	1,000.00	(13)
Water & Sewer Charges	20,444.00	(14)
Contingency	10,000.00	(15)
Total Expenses	**$411,917.00**	

NOTES TO SCHEDULE B

1) Estimated Concierge/Security - $129,353

Based on 24-hour guard service to be paid at the rate of $13.50 per hour plus 8.625% sales tax paid, based upon a quote from Securitas Security Services USA, Inc. ("Securitas"), an outside service provider. Securitas has advised us that they pay the security officers an average of $8.75 per hour. This assumes that the guard service employees are non-union. Securitas employees have the option to purchase health insurance through Securitas. This is the rate currently being paid by PWB Management to Securitas for two (2) locations we manage in Manhattan. With tax and 9 days of holiday pay, cost would be approximately $129,353.

2) Estimated Payroll and Related Expenses - $31,320

The building superintendent will be a full time (approximately 40 hours per week) non-union employee. There will be only one employee, as the security staff will be contracted out by the condominium to a security company.

All wage, salary and benefit costs, including applicable payroll taxes, are based on comparable rates currently in effect within similar buildings managed by PWB Management Corp., 3092 Hull Avenue, Bronx, New York 10467, as of the date of the Plan. No warranty is made as to the actual rate, which will be in effect during the first year of Condominium Operation. However, the projected expenses for wages, salaries and benefits as well as the assumptions described herein, are believed to be reasonable and reflect the experience of Sponsor's budget expert in comparable buildings.

Wages:	
Superintendent (resident) (non- union, approximately 40 hours at $11.25 per hour)	$23,400.00
Benefits and Employer Liability:	
Superintendent (non – union, heath insurance for employee only)	$ 7,920.00
	$31,320.00

Employee will be responsible for the unit's individual electric charges and will receive a $40 per month telephone stipend, which is included in benefits and employer liability.

The level of staffing described in this Schedule B complies with all applicable housing labor laws.

3) Superintendent's Apartment Costs – $23,300

The unit that the employee will occupy was purchased at a cost of $400,000. The Condominium will pay $60,000 from the Working Capital Fund. The balance of the purchase price will be paid by the Sponsor extending to the Condominium a $340,000 interest only 10-year balloon mortgage with a 5% interest rate. The annual interest charge will be $17,000. Estimated maintenance charges on Employee's Unit is $525 monthly, annual total $6,300. At the end of the term of the purchase money mortgage the Condominium will owe a payment of

$340,000. The Sponsor will not be obligated to extend the term of the purchase money mortgage. Therefore, the Condominium will then have to either refinance the purchase money mortgage with a lending institution or assess the Unit Owners for the cost of paying off the balance due at that time.

4) Estimated Repairs and Maintenance - $12,750

This figure represent the estimated cost for ordinary maintenance and repairs of the Common Elements, including periodic painting and cleaning. The figure is based on the cost of maintenance in comparable buildings, and has been provided by PWB Management Corp., 3092 Hull Avenue, Bronx, NY 10467. Each Residential Unit Owner will be responsible for the cost of interior maintenance, repairs, painting, etc. of their respective unit. Given that the Building will be new with new mechanicals and improvements, we have estimated a relatively low cost for repairs and maintenance equal to $250.00 per Unit, which translates into a first year expense of approximately $12,750.

While this Schedule B includes a reasonable allowance for possible increases in cost, which may occur prior to and during the first year of condominium operations, no warranty is made that the actual cost for these or other services will be in accordance with this projection.

5) Estimated Cost of Service Contracts and Supplies - $23,036

It should be noted that no service contracts have been entered into as of the date of the Plan. However, it is anticipated that the service contracts for the following items will be entered into at the following estimated costs during the first year of condominium operation:

Service Contract	1st Year Cost
Elevator Maintenance	$ 7,169.00
Exterminator Service	$ 1,800.00
Fire Safety Equipment (Annual):	
Monitoring for Sprinkler System	$ 912.00
Service for Sprinkler	$ 190.00
Fire Alarm Service	$ 2,720.00
Boiler Water Treatment	$ 245.00
Total	$13,036.00

The total estimated cost for service contracts during the first year of condominium ownership is $13,036.00. The estimated cost of supplies such as cleaning supplies, lubricants, bulbs, fixtures, hardware, rubbish bags, etc. used in connection with the operation of the Common Elements is estimated by PWB Management Corp., to be $10,000.00.

6) Estimated Heat Cost - $28,330 includes current N.Y.C sales tax

In a letter dated May 4, 2005 from Abraham Joselow, P.E., P.C, 45 West 34th St., NY, NY 10001 He states, that the project would require 19,692 therms at $1.38 per therm to heat the building for a total of $28,330. Because the condition in the marketplace is volatile, I have increased Mr. Joselow's cost estimate by 7%.

It is impossible to predict whether the budgeted figure will reflect the actual cost of operation for the first year of condominium operation. This cost will vary with the level of consumption of heat and the tariff rate charged by the utility company. The level of consumption of fuel will be affected by the severity of the weather and any conservation measures (such as staggering the hours of heating, and room temperature settings in the apartments and common areas) adopted by the Board.

It is believed that the budgeted figure will be sufficient to cover any reasonable increase in the cost of fuel during the first year of condominium operation. However, no budget item is warranted.

7) Estimated Electric - $29,696 includes current N.Y.C sales tax

In a letter dated May 4, 2005 from Abraham Joselow, P.E., P.C, 45 West 34th St., NY, NY 10001, He states, that the project would require 149,921 kw hrs/per year $0.19 per kw/hrs in order to operate the public lighting on a 24-hour 7-day a week basis and to operate the roof exhaust fans on a continuous basis. There will be separate electric meter for each unit. Because the condition in the marketplace is volatile, a 7% increase has been added to Mr. Joselow's estimate.

8) Estimated Cooking Gas and Domestic Hot Water - $27,988 includes current N.Y.C sales tax

Will be master metered for the Residential Unit, an annual estimate of $27,988 for the gas to heat the domestic hot water and the cooking gas in the first year of operation. This is based on Abraham Joselow, P.E., P.C, 45 West 34th St., NY, NY 10001 at a proposed consumption of 19,454 therms at $1.38 per therm. Because the condition in the marketplace is volatile, an increase of 7% has been added to Mr. Joselow's estimate. This estimate assumes one stove per unit and assumes a hot water temperature of 140° F.

9) Estimated Insurance - $47,500

The Insurance premium is estimated at $47,500.00 representing the following coverages for the building, based on the opinion of Insurance Agency Depot Inc. in a letter dated March 8, 2005.

Building Limits	$20,000,000
Boiler & Machinery	$20,000,000
Deductible	$10,000
Liability Limits	$1,000,000//$2,000,000
Umbrella	$50,000,000
D & O	$1,000,000

This quotation is an indication of insurance premiums at current rates. Because conditions in the insurance marketplace are volatile, it is not possible to predict what the premiums will be for the first year of Condominium operation. Purchasers should be aware of the possibility of rate increases.

The foregoing coverages will not provide fire and casualty losses to personal property, furniture, furnishing, replacements, additions, fixtures and improvements within the Apartments within the Residential Unit, or liability insurance covering the Tenant-

Shareholder for occurrences within the Residential Unit. The premium waives the co-insurance requirement.

Sponsor will procure, on behalf of the Board, on or before the date of First Closing, the general liability insurance required to be carried by the Condominium.

The foregoing is a general description of the coverage to be provided. For details of the terms of the policy you must refer to the policy itself.

10) Estimated Management Fee - $20,000

A management agreement has been entered into with PWB Management Corp. The agreed to fee for the first year of management is $20,000.00. This falls within market standards for condominium apartment buildings of similar size and type located within New York. This management fee includes billing & collection services, day-to-day phone availability, on-site inspections and attendance at board meetings. The Managing Agent's fee for the first year of condominium operation is comparable in the opinion of PWB Management Corp. to the fees charged for such services at similar buildings. Reference should be made to "Management Agreement" in Part I for further discussion of the terms of the Management Agreement. The management will be for one (1) year and the Board of Directors may terminate upon 30 days prior written notice.

11) Estimated Administrative Expenses - $3,500

This amount includes anticipated re-imbursements to the managing agent for long distance telephone calls, messenger service, express courier, postage, and printing. Miscellaneous office expense – this is an estimate by PWB Management Corp. based on its experience in managing buildings of similar size.

12) Estimate Professional and Consultant Fees - $7,000

Accounting	$5,000	Based on an estimate from William McCarthy of Lipsky, Goodkin, C.P.A., P.C., LLP.
Legal	$2,000	(Based on an estimate by PWB Management Corp. 3092 Hull Ave., Bronx, NY 10467) Estimated legal fees are for occasional counseling and attendance at annual owners' meetings as necessary.

13) Estimated Franchise and Corporate Taxes - $1,000

For the Condominium are estimated to be $1,000 per year based on an estimate from William McCarthy of Lipsky, Goodkin, C.P.A, P.C., LLP.

14) Estimated Water & Sewer - $20,444

Estimated annual cost of $20,444 for the Residential Unit. This estimate was provided by Abraham Joselow, P.E., P.C, 45 West 34th St., NY, NY 10001.

Water costs are computed at $4.14 per 100 cubic feet of water for residential usage. Based on occupancy of 115 persons each person will use approximately 80 gallons of water per day.

Commercial tenants are sub-metered calculation are based on metered method. Cost includes taxes and adjustments but no inflation factor. This figure is valid only through July 1, 2005 as rates increase each July 1st.

15) Estimated Contingency - $10,000

To be used at the discretion of the Board of Managers for unanticipated operating expenses and capital expenditures for the Residential Unit not included in the budget, and for possible increases in one or more items of operating expense above the amounts projected. Although the Residential Unit will be newly constructed, there can be no assurance that the Contingency budgeted, together with the Working Capital Fund and Building Reserve Fund will be sufficient to pay for major capital repairs or replacement items likely to be needed within the first five (5) years of operation. The budget may be modified from time to time prior to the commencement of, or during operation to add thereto or increase one or more items of operating expense. The funds of such modifications may be provided by decreasing this budget item or by decreasing one or more items of expense or both.

NOTE: In the opinion of PWB Management Corp., the projected income for The Dwyer Condominium is adequate to meet the estimated expenses for the first year of operation of The Dwyer Condominium, assuming that such first year is the fiscal year commencing January 1, 2006 through December 31, 2006. The budget, however is not intended, and should not be taken, as a guaranty by anyone that the annual Common Charges will be sufficient to cover the expenses of the first or any subsequent year of operation. In fact, it is likely that the actual income and expenses for the first year of operation of The Dwyer Condominium will vary from the amounts shown in the budget.

Society Estates Inc.
Licensed Real Estate Broker
2292 8th Avenue, New York, NY 10027
phone: 917-445-3922,
tel/fax: 212-222-3938

May 27, 2005

The Board of Managers
The Dwyer Condominium
258 St. Nicholas Avenue
New York, New York 10027

RE: Condominium Offering Plan
The Dwyer Condominium
258 St. Nicholas Avenue
New York, New York 10027

Dear Sir/ Madam

Denice Johns of Society Estates Inc. has been in the Real Estate Brokerage business for nearly 20 years dealing with cooperative and condominium apartment houses throughout Manhattan.

We have no beneficial interest in the Sponsor of the subject Offering Plan or in the profitability of the subject property.

Our firm has created the allocation of common interest as shown on Schedule A to be included in the condominium-offering plan for the subject property.

The common interest have been allocated to each condominium unit based upon floor space, subject to the location of such floor 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 dimension of a particular unit, in accordance with Section 339 (i) (1) (iv) of the New York Real Property Law.

By: Denice Johns
DENICE JOHNS
Name:
Title: Broker

Sworn to before me
This 27 day of May 2005

Notary Public

Hong Yae Joon
Notary Public, State of New York
Reg N° 01HO6105878
My Commission Expires 1/12/08

CHANGES IN PRICES AND UNITS

Subject to conditions hereinafter set forth, Sponsor has the right to change the amount of any purchase prices from the amounts shown in Schedule A of the Plan. The purchase prices set forth in Schedule A must be changed by a duly filed amendment to the Plan when the change of price is an across the board increase or decrease affecting one or more lines of Units or Unit models, or is to be advertised, or is a price increase for an individual Purchaser. The Sponsor may enter into a Purchase Agreement with a Purchaser to sell one or more Units at prices lower than those set forth in Schedule A without filing an amendment. Purchase prices may be negotiated by Sponsor under certain circumstances. The Sponsor also reserves the right to negotiate with Purchasers the following aspects of the purchase price of Units: financing contingencies, decorating allowances, payment of fees otherwise paid by Purchasers, payment of all or part of Purchaser's financing costs, price reductions tied to rental of Units, reduced down payment deposits and extra work. Furthermore, Sponsor reserves the right to amend the Plan from time to time to add and/or delete negotiable terms. No party other than Sponsor will have the right to approve any changes in price, whether before or after the First Unit Closing.

If Sponsor changes the purchase price of one or more Units, the Purchaser of such Unit may pay, or may have paid, more or less than other Purchasers of comparable Units having the same Common Interest. However, a price change will not alter the Common Interest of, or the amount of the Common Charges payable by, the owners of Units.

In order to meet the possible varying demands for number and type of Units, or to meet the particular needs of prospective Purchasers, or for any other reason, Sponsor reserves the right to change: (a) the layout of, or number of rooms in, Unsold Units and (b) the size and/or number of Unsold Units by subdividing one or more Unsold Units into two or more separate Units, by combining two or more separate Unsold Units into one or more Unsold Units, by altering the boundary walls of any Unsold Unit, or otherwise, including, without limitation, the use of any portion of the Common Elements adjacent to such Unsold Units to the extent that such portion is not required to be maintained as Common Elements pursuant to the terms of the Declaration and By-Laws. Subject to the terms of the last two paragraphs of this section, such right may be exercised by Sponsor from time to time, both before and after the First Unit Closing, without the consent or approval of any Selling Agent, the Managing Agent, the Condominium Board, any Unit Owner, any mortgagee or any other party. However, Sponsor will first obtain the approval of all governmental authorities having jurisdiction thereof whose approval is required by law. NO CHANGE WILL BE MADE BY SPONSOR IN THE SIZE OR NUMBER OF UNITS, THEIR RESPECTIVE PERCENTAGES OF COMMON INTEREST, OR IN THE SIZE OR QUALITY OF COMMON ELEMENTS EXCEPT BY AMENDMENT TO THE OFFERING PLAN AND TO THE DECLARATION. UNLESS THE AFFECTED PURCHASER PROVIDES A WRITTEN CONSENT, NO MATERIAL CHANGE WILL BE MADE BY SPONSOR IN THE UNIT SIZE OR IN THE PERCENTAGE OF COMMON INTEREST IF A PURCHASE AGREEMENT HAS BEEN EXECUTED AND DELIVERED TO THE SPONSOR FOR THAT UNIT AND SUCH PURCHASER IS NOT IN DEFAULT.

NO ADVERSE MATERIAL CHANGE WILL BE MADE IN THE SIZE OR QUALITY

OF COMMON ELEMENTS UNLESS PURCHASERS NOT IN DEFAULT RECEIVE A RIGHT TO RESCIND THEIR PURCHASE AGREEMENTS FOR FIFTEEN (15) DAYS AFTER THE PRESENTATION OF THE RIGHT TO EXERCISE OF SUCH RIGHT OF RESCISSION.

THE SPONSOR ALSO RESERVES THE RIGHT TO SUBSTITUTE FOR ANY OF THE MATERIALS SPECIFIED IN THE DESCRIPTION OF PROPERTY AND BUILDING SPECIFICATIONS, OR ELSEWHERE IN THE PLAN MATERIALS OF SUBSTANTIALLY SIMILAR OR BETTER QUALITY. THE SPONSOR'S INTENTION IS TO USE THE MATERIALS, FIXTURES APPLIANCES AND OTHER EQUIPMENT DESCRIBED IN THIS PLAN AND IN THE ARCHITECTURAL PLANS ON FILE, BUT, DUE TO UNAVAILABILITY OF MATERIALS AND SUPPLIES OR FOR ANY OTHER REASON, SPONSOR MAY SUBSTITUTE MATERIALS, FIXTURES, APPLIANCES AND EQUIPMENT OF SUBSTANTIALLY SIMILAR OR BETTER QUALITY FOR ANY OF THOSE SET FORTH IN THE SPECIFICATIONS OR OTHERWISE IN THIS PLAN.

If Sponsor changes the size and/or number of Unsold Units, Sponsor will increase or decrease the Common Interests appurtenant thereto accordingly. However, the aggregate amount of the Common Interests of all the Units will always remain at 100%. As a result of such reapportionment, the amount of the Common Charges and the real estate taxes and assessments payable by the owners of the Unsold Units affected thereby will be increased or decreased proportionately, but the amount of the Common Charges and the real estate taxes and assessments payable by the owners of Units unaffected thereby will not vary.

This Plan will be amended to reflect any change in the size of a Unit, number of Units, percentage of Common Interests of Unsold Units or a change in the size or quality of any Common Element. However, the layout and number of rooms in Unsold Units may be changed without prior notice.

Once the Declaration is recorded, no change may be made in the number of Units or number of rooms within a Unit, nor may the size of any Unit be changed by subdivision or combination or alteration of boundary walls, or otherwise, nor may the Common Interest of any Unit be changed, unless the Declaration is amended and such amendment is duly recorded. The Plan will be amended in the event of any such changes. As more particularly provided in the Declaration, Sponsor or its designee, as the owner of an Unsold Unit, will have the right itself to so amend the Declaration to effectuate such change, without the Condominium Board, the other Unit Owners or any mortgagee consenting to, or executing, such amendment. However, no change of a Unit's Common Interest will be made without obtaining the prior written consent of the owner of such Unit.

To the extent permitted by law, if the size or configuration of a Unit is changed in compliance with the Plan, Declaration and/or By-Laws and, in connection therewith, a wall, space or other area forming a part of the Common Elements servicing and benefitting only such Unit is razed or incorporated in the Unit, then such Common Element shall be deemed for the exclusive use and benefit of the owner of such Unit and the Unit's Common Interest will remain unchanged.

NON-RESIDENTIAL UNITS

The Condominium will contain two (2) Non-Residential Units, located on the first floor and cellar, which are not offered for sale under this Plan. The Sponsor reserves the right to divide the Non-Residential Units into multiple Non-Residential Units. The Non-Residential Units may be used for any lawful purpose, including, without limitation, department and other retail stores, parking, theaters, banks, commercial and professional offices, studios and storage space.

One of the Non-Residential Units will, consisting of approximately 7,000 square feet shall be used for not-for-profit community facility purposes, as this term is defined in the New York City Zoning Resolution of September 1, 1989, as required pursuant to the Restrictive Declaration, dated May 11, 1990, recorded in Reel 1696, Page 563.

The owners of the Non-Residential Units are together referred to as Non-Residential Unit Owners.

The Sponsor will not lease or permit any space in the Non-Residential Unit(s) as a movie theater, bowling alley, dance hail, discotheque, bakery, restaurant, bar, and/or supermarket. The Residential Board will have no right to restrict or limit the method of operation, use or appearance of any Non-Residential Units which are permitted by law and applicable zoning ordinances. The Condominium Board is obligated to continue to supply building-wide services such as hot water and condenser water to the Non-Residential Units and, in the event the Condominium Board fails to provide such services, Sponsor or its designee may take such actions as required to restore such services. The Non-Residential Board may adopt rules or approve changes relating solely to the Non-Residential Units, including rules of operation. No rules affecting the operation of the Non-Residential Units may be adopted or modified by the Condominium Board without the consent of the Non-Residential Board. All or any part of the Non-Residential Units may be leased or subleased by the Non-Residential Unit Owner, all as more fully set forth in the Declaration subject to the restrictions set forth in the preceding paragraphs. Subject to compliance with all applicable laws and governmental rules and regulations, if any, the Non-Residential Unit or Units may be sold without prior notice. The Residential Unit Owners other than Sponsor will have no interest in the rents, profits or revenues from the rental or use of any of the Non-Residential Units. The use of the Non-Residential Units may generate noise, traffic, fumes or other disturbances over which the Residential Unit Owners will have no control. It can be anticipated that Non-Residential Unit Owners and/or their tenants will have reoccurring deliveries made to the Non-Residential Units which may entail idling vehicles and congestion. In addition, deliveries and garbage collection for the Non-Residential Units, which must be separately arranged by the Non-Residential Unit Owners or their tenants, and is not included in Schedule B, may occur during late night and early morning hours. The Non-Residential Units share the cost for certain expenses based upon their Common Interest; they share other costs based upon anticipated usage. Please refer to Schedule B for further details regarding the allocation of Common Expenses.

No representation is made with respect to the continued ownership by Sponsor of all or any portion of the Non-Residential Units or as to who the tenants or occupants of any portion of the Non-Residential Unit may be at any time or as to the uses to which any portion of the Non-Residential Unit may be put at any time (except that the Non-Residential Units may be used for any lawful purpose or as otherwise limited by the Plan), and no assurance is given that such tenants, occupants or uses will not be objectionable to Residential Unit Owners or other parties.

As set forth m the opinion of PWB Management Corp., the Common Charges projected to be payable by the owners of the Non-Residential Units are sufficient to cover the Common Expenses fairly attributable to those Units

The Declaration and By-Laws authorize the special allocation and apportionment of profit and expenses or specific expense item based on special or exclusive use or availability or exclusive control of particular Units or Common Elements. Any dispute regarding such allocation or apportionment shall be resolved by arbitration in accordance with the By-Laws.

The Non-Residential Unit Owners will have the right to freely sell their respective Units, or to freely lease all or part of the Non-Residential Units, as the case may be, without having to first offer the same for sale or lease to any Board.

Certain easements have been reserved to the Non-Residential Unit Owners in the Declaration. The Non-Residential Unit Owners and their successors and assigns to the extent permitted by law, have an easement to erect, maintain, repair and replace, from time to time, one or more signs on the Property, including but not limited to signs on the facade of the Building and on any awnings, canopies or other protrusions from the facade of the Building, for the the purposes of advertising (i) the sale or lease of any of the Unsold Residential Units and all or any portion of the Non-Residential Units provided, however, that any such signs are in keeping with the first class luxury nature of the Building, and (ii) the operation of any business of a tenant or occupant of all or any portion of any Non-Residential Unit. Non-Residential Unit Owners and their successors and assigns shall have an easement to erect, maintain, repair and replace from time to time, lights and lighting fixtures on the Common Elements of the Condominium.

The Condominium Board, the Residential Board and the Non-Residential Board, at the request of Sponsor or a Non-Residential Unit Owner, will enter into a non-disturbance agreement with any tenant with which Sponsor or a Non-Residential Unit Owner or its designee has entered into a lease for all or any part of a Non-Residential Unit. Under the terms of the non-disturbance agreement, the tenant will acknowledge that the lease is subject and subordinate to the Declaration of Condominium and the Boards will agree that so long as there is no event of default under said lease, as would entitle Sponsor or a Non-Residential Unit Owner or any successor landlord under the lease to terminate the lease or dispossess the tenant thereunder, the tenant shall not be named or joined in any action or proceeding to foreclose the Boards lien on a Non-Residential Unit for Common Charges or any other sums of any sort, and the Boards shall agree that the lease shall not be terminated nor shall the tenant's use, possession, or enjoyment of the Non-Residential Unit in question be interfered with, nor shall the leasehold estate granted by the lease be affected in any manner, nor shall any of the rights of the tenant granted under the lease be affected in any manner, in any foreclosure or other action or proceeding instituted under or in

connection with such lien or in the exercise of any rights of the Boards, or, in case any Board takes possession of a Non-Residential Unit pursuant to any provision of the Declaration or By-Laws, or otherwise; provided however that if any Board or any other party succeeds to the interests of Sponsor or a Non-Residential Unit Owner under the lease the tenant will agree to be bound to such Board or party under all of the terms, covenants and conditions of the lease and the tenant will attorn to such Board or party as its landlord. The non-disturbance agreement shall also give any tenant of a Non-Residential Unit, the same rights to act on behalf of a defaulting Board or Unit Owner as are otherwise available to the Sponsor or a Non-Residential Unit Owner under the Declaration and By-Laws.

Sponsor shall have, and the Units and Common Elements shall be subject to, an easement to use the General Common Elements for any lawful purpose including, but not limited to, the purposes of (a) installing, utilizing, operating, maintaining, repairing, altering, rebuilding, restoring and replacing satellite dishes and other communication equipment on the roofs and facade of the Building and elsewhere on the Common Elements and the conduit and other facilities relating thereto and (b) maintaining any encroachment on any Unit, or any Common Elements or elsewhere on the Property resulting from the installation, operation, maintenance, repair, alteration, rebuilding, restoration or replacement thereof; provided that access to any Unit or Common Element in furtherance of such easements shall be exercised in a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Non-Residential Section or with the use of the Residential Units for their permitted purposes. The aforementioned easements may be used by Sponsor, its assignee or licensee for its own account or the account of any licensee or assignee of Sponsor for the purpose of servicing the Condominium or any other building or area.

The Condominium shall not be entitled to any portion of fees, compensation or other profits received by Sponsor, its assignee or licensee for the use of the aforesaid easements or equipment. Any satellite dishes or other facilities placed upon the roof, the facade of the Building or any other portion of the Common Elements by Sponsor, its assignee or licensee shall be the exclusive property of Sponsor, its assignee or licensee and neither the Condominium nor any other Unit Owners shall have any rights with respect thereto.

INTERIM USE AND OCCUPANCY AGREEMENTS

Sponsor is reserving the unconditional right to rent rather than sell fifty percent (50%) of the Residential Units. Since the Sponsor is retaining the unconditional right to rent rather that sell Residential Units, this Plan may not result in the creation of a condominium in which a majority of the Residential Units are owned by owner-occupants or investors unrelated to the Sponsor.

Sponsor or its designee reserves the right, freely and without restriction, to rent or lease vacant Residential Units, to Purchasers and non-Purchasers at any time, both before and after the First Residential Unit Closing. However, once a Purchase Agreement is signed for a vacant Residential Unit, and for so long as such Purchase Agreement is in effect, such Residential Unit may only be rented to the Purchaser thereof. Such agreement (an "Interim Use and Occupancy Agreement") will be for such use and occupancy fee, and upon such other terms as may be mutually agreed upon. The term of such Interim Use and Occupancy Agreement shall be for a period which will expire on the earlier of the date of the closing of such Residential Unit or six months after the execution date of the Agreement. In the event this Plan is abandoned, the Purchaser may, at any time at his or her sole option, cancel the Interim Use and Occupancy Agreement and remove from the Building upon thirty (30) days' prior written notice to the Sponsor at the address set forth on the cover page of this Plan. Should Purchaser rescind his or her Purchase Agreement pursuant to any permitted rescission, the Interim Use and Occupancy Agreement shall terminate thirty (30) days thereafter and Purchaser shall be obligated to vacate the Residential Unit no later than that time.

An Interim Use and Occupancy Agreement will provide that an uncured default by the Purchaser under the Purchase Agreement will constitute a default under the Interim Use and Occupancy Agreement, entitling the landlord (i.e., Sponsor), at its sole option, to terminate the Interim Use and Occupancy Agreement. The Purchase Agreement contains a similar cross-default provision entitling Sponsor to cancel the Purchase Agreement in the event that the Purchaser fails to cure a default under the Interim Use and Occupancy Agreement within any applicable grace period. However, before the Sponsor may utilize a default under the Interim Use and Occupancy Agreement to declare a default under the Purchase Agreement, the Sponsor must (i) obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the interim occupant or (ii) the interim occupant must have vacated the Unit. The interim occupant must vacate the Unit within five (5) days after any default under the Purchase Agreement which remains uncured after five (5) days.

Sponsor's right and its designee's right to rent or lease any Unsold Unit will not be subject to any right of first refusal in favor of the Residential Condominium Board to lease such Residential Unit from Sponsor or its designee on the same terms offered to the prospective tenant or occupant.

ASSIGNMENT OF PURCHASE AGREEMENTS

No assignment of a Purchase Agreement shall be permitted without Sponsor's prior written consent, which may be withheld or delayed for any reason or no reason.

Any purported assignment by a Purchaser in violation of the Purchase Agreement will be voidable at the option of Sponsor. Sponsor's refusal to consent to an assignment will not entitle a Purchaser to cancel the Purchase Agreement or give rise to any claim for damages against Sponsor. Under no circumstances will Sponsor consent to an assignment of the Purchase Agreement in which the Purchaser will receive consideration. If Sponsor, in its sole discretion consents to a Purchaser's request for an assignment of the Purchase Agreement, the assignee of the Purchase Agreement shall be required to close title to the Unit on the originally scheduled Closing Date set forth in the Purchase Agreement. If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Purchase Agreement, then the Purchaser shall be required to pay Sponsor's attorneys a fee of $750.00, in advance, for preparation of an assignment agreement and any necessary revisions to the other Closing documents.

EFFECTIVE DATE OF PLAN

All Purchase Agreements signed by Sponsor shall be contingent upon Sponsor's declaring the Offering Plan effective pursuant to the requirements and terms of the Plan. These requirements, stated below, must be satisfied within one year of the date the Plan is accepted for filing unless the Plan is amended so as to extend this period. However, any amendment to the Plan is hereby deemed to extend this time period to the same extent that the Plan is extended by such amendment. The closing of title to any Unit may not occur until after the Plan has been declared effective and an amendment has been filed substantiating the same, and the Condominium Declaration and By-Laws have been duly recorded.

Pursuant to the terms of The Building Loan Agreement, dated December 28, 2004, made by Sponsor to Fleet National Bank, the Plan may be declared effective when Purchase Agreements have been both executed and accepted by Sponsor for the sale of fifty percent (50%) of the Units offered under the Plan (ie. twenty-six (26) Units).

The Attorney General's Regulations Governing Newly Constructed and Vacant Condominiums provide that a Plan may be declared effective with executed Purchase Agreements of bonafide purchasers for occupancy of fifteen percent (15%) of the Units offered under the Offering Plan. However, pursuant to the terms of The Building Loan Agreement in the event that Sponsor has not entered into Purchase Agreements with bonafide purchasers for the sale of twenty-six (26) Units, by June 27, 2006, which represent a minimum of fifty percent (50%) of the Units offered under the Plan, Sponsor shall abandon the Plan and convert the Building to a rental Building, unless Fleet National Bank extends such time period.

The Plan may be abandoned, at Sponsor's sole option, at any time before the amendment substantiating effectiveness is filed and before eighty (80%) percent of the Units have been purchased. The Plan, if abandoned, shall be abandoned by amendment filed with the Department of Law in appropriate form. Such amendment shall explain the basis for abandonment and must state how any funds received pursuant to the Plan will be distributed. All monies paid by Purchasers pursuant to Purchase Agreements shall be refunded to them in full, with interest, if any, within twenty (20) days of such abandonment. The Sponsor may not abandon the Plan after the amendment substantiating effectiveness is filed for any reason other than (i) a defect in title which cannot be cured without litigation or cannot be cured for less than one-half of one percent of the total amount of the offering, or (ii) 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 one-half of one percent of the total amount of the offering, or (iv) the taking of any material portion of the Property by condemnation or eminent domain. There will be no obligation on the part of the Sponsor to incur expense or engage in litigation to cure title defects.

The Plan will be declared effective by the mailing of written notice to all purchasers. Within three (3) business days after such notice is given, an amendment to the Plan will be

submitted by Sponsor stating that the Plan has been declared effective. If requested, Sponsor will submit to the Department of Law copies of all Purchase Agreements, together with any amendments or modifications to such Agreements, within five (5) business days after the request is received.

PROCEDURE TO PURCHASE

A. **Purchase Agreement**. A Person desiring to purchase a Unit in the Condominium, or the authorized parties thereof if the Person is other than a natural person, shall be required to execute in duplicate a Purchase Agreement in the form in Part II and return it to the Sponsor, together with a check in the amount of ten percent (10 %) of the Purchase Price, drawn to the order of "Seiden & Schein, P.C., as attorneys". Seiden & Schein, P.C. shall be the "Escrow Agent" pursuant to the Purchase Agreement and Offering Plan. Purchasers pursuant to this Offering Plan who have not had an opportunity to review the Offering Plan and any filed amendments for at least three (3) days prior to their executing a Purchase Agreement shall be afforded seven (7) days after delivering an executed Purchase Agreement together with the required deposit to rescind the Purchase Agreement and have the full deposit refunded promptly. Such rescission must be in writing, addressed to the Sponsor, and be postmarked or hand delivered by midnight of the 7th day subsequent to Purchaser's executing and delivering such Agreement. Those Purchasers who execute a Purchase Agreement after having had an opportunity to review the Offering Plan and any filed amendments for not less than three (3) days prior to their executing a Purchase Agreement shall not be permitted the aforementioned time period to rescind for any reason.

The Purchase Agreement shall not be binding upon the Sponsor until a duplicate thereof, executed by the Sponsor, is delivered to Purchaser. In any such case, unless the Purchase Agreement, executed as aforesaid, is delivered to Purchaser within twenty (20) days after same is received by the Sponsor, it shall be deemed rejected and canceled and all monies paid by Purchaser shall be promptly refunded, without interest, and upon such refund being made, neither party shall have any further rights or obligations hereunder with respect to the other. The Sponsor shall have the right to reject the Purchase Agreement without cause or explanation to Purchaser, provided such rejection is not based upon gender, sexual orientation, race, creed, color, national origin or ancestry or other ground proscribed by law.

The Purchase Agreement is not contingent upon a Purchaser obtaining mortgage financing. Once a Purchaser signs the Purchase Agreement, the Purchaser shall be obligated to close the transaction whether or not the Purchaser obtains a mortgage.

Any conflict between the terms of this Plan and the Purchase Agreement will be resolved according to the terms of this Plan.

All checks required under the terms of the Purchase Agreement shall represent United States currency and shall be drawn on or issued by a New York bank or trust company which is a member of the New York Clearing House Association, unless otherwise agreed to by Seller. If any check is returned for insufficient funds or any other reason, Seller at its option may declare the Purchase Agreement void ab initio and of no further force and effect and may institute an action against Purchaser for collection of the Down Payment as liquidated damages or may declare a default by Purchaser under the Purchase Agreement.

After this Plan has been declared effective, the Sponsor shall fix dates for closing title to all Units for which Purchase Agreements have been fully executed. Sponsor will give each Purchaser not less than thirty (30) days' prior written notice of the date, time and place (in the City of New York) for the transfer of title to his Unit. Purchasers may, but are not required, to waive this thirty (30) day notice.

TIME IS OF THE ESSENCE 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 AN OUT- OF -STATE OR FOREIGN BANK WILL NOT BE ACCEPTED IN PAYMENT OF THE PURCHASE PRICE FOR A UNIT.

B. Closing. At Closing, a Purchaser shall pay the balance of the Purchase Price stated in the Purchase Agreement with his or her unendorsed, personal certified check or by official cashier's check. However, a Purchaser may apply the proceeds of any financing obtained by the Purchaser, to make such payment, provided that it is made in the form stated above.

The balance of the Purchase Price shall be payable simultaneously with the delivery of the deed to the Unit by an official bank check or unendorsed certified check drawn on or issued by a New York Bank or trust company which is a member of the New York Clearinghouse Association and shall be payable to the direct order of the Sponsor, or otherwise if Sponsor shall so notify Purchaser. The deed will be substantially in the form set forth in Part II of the Plan.

If Purchaser shall fail to pay any portion of the Purchase Price (including all fees listed in the section of the Plan entitled "Unit Closing Costs and Adjustments") when due, fail to close title on the date, hour and place specified by Sponsor or fail to perform any of Purchaser's other obligations, including, without limitation, the obligation to furnish any lender promptly with such information as such lender may require, and the obligation to accept a commitment on the terms set forth in the Purchase Agreement, such failure shall constitute a default by Purchaser, and Sponsor may send notice to Purchaser of Sponsor's intention to cancel the Agreement if such default is not timely cured. TIME IS OF THE ESSENCE FOR PURCHASER TO CURE ANY DEFAULT UNDER THE PURCHASE AGREEMENT WITHIN THE APPLICABLE PERIOD. "Time Is of the Essence" means that if such default is not cured within twenty (20) days from the mailing date, Sponsor may (but shall not be obligated to) elect to cancel the Purchase Agreement by notice of cancellation sent after the cure period has expired. Upon such cancellation by Sponsor, the Down Payment monies held with respect to the particular Unit, but not more than ten percent (10%) of the purchase price, shall be paid over to the Sponsor as and for liquidated damages and thereafter the Purchase Agreement shall become null and void. In the event a default is disputed in writing by Purchaser to Seiden & Schein, P.C., during the time to cure period and the default, in Sponsor's opinion, is not timely cured, and Sponsor thereafter cancels the Purchase Agreement, then Seiden & Schein, P.C. shall have the right to continue to hold the Down Payment pending resolution of such dispute (judicial or otherwise) or pay the Down Payment into court.

If a Purchaser fails for any reason to close title to the Unit on the originally scheduled Closing

Date (a) the Closing apportionments described in the Section entitled "Closing Costs and Adjustments" will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual Closing occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under the Purchase Agreement and this Plan, an amount equal to 0.03% of the purchase price of the Unit for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date.

Prior to the closing of title to a Unit, the Purchase Agreement prohibits a Purchaser from listing the Unit for resale or rental with any broker or from advertising or otherwise offering, promoting or publicizing the availability of the Unit for sale or lease. No assignment of a Purchase Agreement shall be permitted without Sponsor's prior written consent, which may be withheld or delayed for any reason or no reason.

It is anticipated that the First Closing will occur by the date set forth in Schedule B as the commencement date for the first year of Condominium operation. If the First Closing does not occur within twelve (12) months after the date set forth in Schedule B as the commencement date for the first year of Condominium operation, Sponsor will amend the Plan to update the budget and to offer Purchasers the right to rescind their Purchase Agreements within fifteen (15) days after the presentation of the amendment disclosing the updated budget, and any Purchaser electing rescission will have their Down Payments and any interest earned thereon returned, and provided that rescission need not be offered to any Purchaser who is in default under such Purchaser's Purchase Agreement, beyond the expiration of any applicable grace period provided that Sponsor shall only retain the Down Payment of a Purchaser in accordance with the escrow and trust fund requirements of General Business Law Sections 352-e(2b) and 352-h and the Attorney General's regulations promulgated pursuant thereto as described in the subsection of the Plan entitled "Escrow and Trust Fund Requirements" in this Section of the Plan.

If the Plan is withdrawn or abandoned, the Down Payment, together with any interest earned thereon, shall be returned to Purchaser within ten (10) days of the date of such withdrawal or abandonment, in accordance with the provisions herein set forth.

From and after the Closing of each Unit, Purchaser will become obligated for the payment of Common Charges in proportion to the Purchaser's Common Interest, real estate taxes and assessments and all other expenses with respect to such Unit Owner's Unit, whether or not the Unit Owner has taken possession of such Unit Owner's Unit, and whether or not all work required to be performed by Sponsor or anyone else in or to the Unit or the Building has been completed.

The risk of loss to any Unit by fire or other casualty until the Closing for such Unit is assumed by Sponsor (unless and until a Purchaser takes possession of such Unit, at which time such risk shall be assumed by Purchaser), but without any obligation or liability by Sponsor to repair or restore any Unit. In the event of damage or destruction of a Unit due to fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, provided Sponsor elects

(which election shall be in its sole discretion) to repair or restore the Unit, the Purchase Agreement shall continue in full force and effect, and, thereafter, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the purchase price for the subject Unit. In such event Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration, and any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the respective Boards and other Unit Owners, belong entirely to Sponsor. In the event of damage or destruction to any Unit by fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, if Sponsor notifies Purchaser that it does not elect (which election shall be in its sole discretion) to repair or restore the Unit or if the Unit Owners do not resolve to make such repair or restoration pursuant to the By-Laws (see the Section entitled "Rights and Obligations of Unit Owners and Board of Managers"), the Purchase Agreement shall be deemed canceled and of no further force or effect and Escrow Agent shall return to Purchaser all sums deposited thereunder, together with interest earned thereon, if any, whereupon the parties to the Purchase Agreement shall be released and discharged from all obligations and liability thereunder and under this Plan, provided, however, notwithstanding anything to the contrary herein, if Purchaser is then in default under the Purchase Agreement (beyond any applicable grace period), Sponsor shall retain all such sums as and for liquidated damages.

Purchase Agreements are not assignable without the prior written consent of Sponsor, which consent may be granted or denied by Sponsor in its sole discretion.

C. Escrow. All checks constituting the "Down Payment" are to be made payable to the order of "Seiden & Schein, P.C., as Escrow Agent" and all checks in payment of the balance of the purchase price (due at the Closing) are to be made payable to the order of 258 Saint Nicholas Avenue LLC or as otherwise directed by Sponsor, with all checks, in either case, drawn on a member bank of the New York Clearing House Association.

In accordance with Section 71-a(3) of the Lien Law the Sponsor has appointed the law firm of Seiden & Schein, P.C. as Escrow Agent to hold all monies, including all deposits, Down Payments, deposits or advances, received by Sponsor, directly or through its agents, employees or agents (if any) either prior to or subsequent to the closing of title to a Unit ("Consummation of Plan"), in trust in a segregated special escrow account titled, "Seiden & Schein, P.C., Attorney Account (the "Escrow Account")." The name of Purchaser shall be added to the title of a sub-account of the Escrow Account, which shall be at Bank of America at its office located at 1185 Avenue of the Americas, New York, New York. Such funds shall be deposited within five (5) business days after the Purchase Agreement is executed by all necessary parties and except as otherwise stated in the Plan, shall be held there until actually employed in connection with the consummation of this Plan. Seiden & Schein, P.C. is located at 570 Lexington Avenue, New York, New York 10022 (212-935-1400). The signatories on this special escrow account authorized to withdraw funds are the principal attorneys of the firm who are Jay G. Seiden, Esq., and Alvin Schein, Esq., both of whom are located at 570 Lexington Avenue, New York, New York 10022.

Section 71-a(3) of the Lien Law, as applicable herein, also provides in part for the

following, although Department of Law regulations are more restrictive:

(a) Down Payments shall be placed in an interest bearing account if so requested by Purchaser. Such Down Payment, with any accumulated interest, shall remain the property of the Purchaser, except as otherwise provided by law.

(b) Down Payments will be retained in escrow as set forth above until: (i) Sponsor performs under the terms of the Purchase Agreement or (ii) Purchaser rescinds, if permitted, or defaults in release or discharge of Sponsor's liability to refund such Down Payment or (iii) transfer of title to the Unit to the Purchaser, or (iv) release by mutual consent of Sponsor and Purchaser.

(c) The Purchase Agreement shall contain the following:

"YOU, AS THE PURCHASER OF THIS RESIDENCE, MAY REQUIRE THE RECIPIENT OR CONTRACTOR TO DEPOSIT THE INITIAL ADVANCE MADE BY YOU IN AN ESCROW ACCOUNT. IN LIEU OF SUCH DEPOSIT, THE RECIPIENT OR CONTRACTOR MAY POST A BOND OR CONTRACT OF INDEMNITY WITH YOU GUARANTEEING THE RETURN OF SUCH ADVANCE."

Notwithstanding the above, Sponsor may only post a bond or indemnity contract in lieu of depositing the Down Payment in escrow provided it first obtains an exemption from the Department of Law under special circumstances. In the event Sponsor seeks and obtains such exemption, it will subsequently amend the Offering Plan prior to posting any bonds or indemnity contracts.

The Down Payment will be held in an interest-bearing account, provided Purchaser furnishes a completed W-8 or W-9 form, and, unless the Purchaser defaults, interest will be credited to the Purchaser at Closing. The account is a variable-rate account, paying money market rates. The interest rate to be earned will fluctuate daily and is currently approximately 0.2 % per annum. Interest will begin to accrue upon deposit of the Down Payment, which is to be made in accordance with the preceding paragraphs.

Bank of America is covered by federal bank deposit insurance to a maximum of $100,000.00 per individual deposit. No fees of any kind from the account principal may be deducted. Sponsor shall bear any administrative cost for maintenance of the account.

Within ten (10) business days after tender of the Down Payment 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. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Down

Payment, 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 Down Payment. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the escrowed funds were timely deposited and requisite notice was timely mailed to the Purchaser in conformity with the Attorney General's regulations.

The only other time monies received for the purchase of a Unit shall be disbursed from the Escrow Account are (a) at the closing of title to a Unit by such Purchaser; or (b) upon a default by a Purchaser which is not cured within any time periods permitted, provided that no Down Payment to be released pursuant to an uncured default shall be released prior to the Consummation of the Plan. Any withdrawals or disbursement of funds from this special account or accounts shall be made only upon the written approval by an officer in the firm of Seiden & Schein, P.C., despite the fact that Bank of America may be a party to an escrow agreement with respect to such account or accounts. The amounts paid by the Purchasers prior to Closing will be handled in accordance with the escrow and trust fund provisions of the Section 352-h and Section 352-e (2-b) of the New York General Business Law and the Attorney General's regulations promulgated thereto. If this Offering is not consummated for any reason, Purchaser shall not lose any of his Down Payment. Any provision of any Purchase Agreement, 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 funds 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 Agreement. Please refer to Part II of the Offering Plan for a copy of the Escrow Agreement between Sponsor and the Escrow Agent.

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 escrowed funds, the Escrow Agent will not pay the funds to the Sponsor until the Escrow Agent has given the Purchaser written notice of not fewer than ten (10) business days. Thereafter, the funds 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 has so notified the Escrow Agent in accordance with such provisions.

The Sponsor will not object to the release of the escrowed funds 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 Filing by the Department of Law.

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 down payment 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 set forth in Part II of the Plan. The Party applying for a determination must send all other parties a copy of the application.

D. Power of Attorney. At the Closing of title and simultaneously with the delivery to Purchaser of the deed conveying the Unit, Purchaser shall execute and acknowledge the Power of Attorney to the Board of Managers in the form contained in Part II of the Plan. The Power of Attorney grants broad powers to the Condominium Board to enter into agreements affecting the Common Elements. The Power of Attorney also grants to Sponsor the right to amend the Declaration with respect to Unsold Units. Purchaser shall deliver such executed Power of Attorney to Seller or as directed by Seller at the Closing of title for recording and Purchaser shall pay the recording fee. Failure to do so shall constitute a default by Purchaser pursuant to the Purchase Agreement.

The Purchase Agreement and Plan do not contain, and will not be modified to contain, any provision waiving the Purchaser's rights or abrogating the Sponsor's obligations under the Offering Plan or under Article 23-A of the General Business Law, other than the ability of Purchaser to waive his right to thirty (30) days prior written notice to the closing of title to Purchaser's Unit.

TERMS OF SALE

The Units, when sold by the Sponsor, will be sold in fee simple absolute to Purchasers, who may be individuals, a duly formed partnership, corporation, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, organization, government, any department or agency thereof, or any other entity which is permitted to own property in the State of New York. The sale of the Units will be made at the respective offering prices set forth in Schedule A, as such prices may be changed by the Sponsor as set forth on page in the section of the Plan entitled "Changes in Prices and Units" in Part I, and will include the respective undivided interests in the Common Elements. At the closing of title to an individual Unit the Purchaser will pay to the Sponsor the balance of the purchase price for the Unit. Title to the Unit and its appurtenant interests in the Common Elements will be conveyed as directed by the Sponsor by Bargain and Sale Deed and containing the provisions set forth in subdivision 5, Section 13 of the Lien Law, free and clear of all liens and encumbrances other than those set forth below. The form of Unit deed is set forth in Part II of the Plan.

1. Restrictive Declaration made by and between The City of New York and Bluestone Management Corp. dated 5/11/90 and recorded 5/24/90 in Reel 1696 page 563.

2. Condemnation clause in the Deed made by The City of New York recorded 2/3/81 in Reel 553 page 912.

3. Condemnation clause in the Deed made by The City of New York recorded 9/27/82 in Reel 640 page 1160.

4. Light and Air Easement Agreement made by 258 Saint Nicholas Avenue, LLC dated 12/3/04 and recorded 01/12/05 as CRFN 2005000023509.

5. Party Wall Agreement made by 258 Saint Nicholas Avenue, LLC dated 12/3/04 and recorded 01/12/05 as CRFN 2005000023510.

6. Survey made by Joseph Nicoletti. P.C., PLS dated 11/15/2000 as last revised by Joseph Nicoletti P.C., PLS on 12/21/04 shows no encroachments, violations of restrictions or variations with lot line except as follows:

A) Westerly wall of the nine story brick building on the described premises encroaches up to 6.35 feet on St. Nicholas Avenue and the southerly wall of the nine story brick building on the described premises encroaches up to 5.14 feet on West 123rd Street.

B) Projections over West 123rd Street by water table, trimmings and cornice.

C) The most northeasterly wall of the nine story brick building on the described premises encroaches up to 0.07 feet on the premises adjoining on the east.

7. Any additional state of facts an updated survey might show, provided same will not materially interfere with the use and enjoyment of the Units by Purchasers;

8. Zoning and building ordinances, resolutions, restrictions and regulations of municipal authorities having jurisdiction and any amendments thereto, now or hereafter adopted, providing same will not be violated by the structure (as constructed by Sponsor), the contemplated use under the Plan;

9. The Declaration, By-Laws, Maps and Floor Plans of the Condominium to be recorded in the Office of the City Register, as the same may be amended from time to time;

10. Easements in favor of adjoining Units and in favor of the Common Elements for the continuance of all encroachments of such adjoining Units or Common Elements on the Unit, existing as a result of construction of the Building, or construction of the individual Units, or which may have come or may come into existence as a result of settling or shifting of the Building, or as a result of repair or restoration of the Building or any portion thereof, or of any adjoining Unit or of the Common Elements made by or with the consent of the Board of Managers after damage or destruction by fire or other casualty or after a taking in condemnation or eminent domain proceedings, or by reason of any alteration or repair to the Common Elements, made by or with the consent of the Board of Managers, so that any such encroachments may remain so long as the Building shall stand. Each Unit shall be subject to the aforesaid easements in favor of all other Units. In addition, each Unit shall have, and shall be subject to, easements of subjacent support and necessity in favor of such Unit or in favor of other Units and the Common Elements;

11. Easements in favor of the other Units to use the pipes, wires, ducts, conduits, cables, public utilities and other Common Elements located in the Unit or elsewhere on the Property and serving such other Units;

12. Consents by Sponsor or any former owner of the Property for the erection of any structure or structures on, under or above any street or streets on which the Property may abut;

13. Any easement or right of use created in favor of any public utility company for electricity, steam, gas, telephone, water or other service, and the right to use, maintain and repair wires, cables, terminal boxes, lines, service connections, poles, mains, facilities and the like upon, under and across the Property;

14. Service, maintenance and union contracts and agreements, if any, in effect on the date of the First Unit Closing;

15. Encroachments of stoops, areas, cellar steps, doors, ledges, window sills, bay windows, trim, coping, cornices, vaults, chutes, fuel oil lines, gas lines, drainage pipes, standpipes, sewerage pipes, foundations, footings, retaining walls, fences, fire escapes, air conditioning units, canopy and similar projections, if any, on, over or under the Property or the sidewalks or walkways or property abutting the Property and rights of governmental authorities and adjoining property owners to require the

removal of any such projections, and variations between record lines of the Property and fences, walls, retaining walls and the like, if any;

16. All covenants, declarations, restrictions, reservations, agreements and easements of record, if any, which are still in force and effect on the date of the First Unit Closing, provided that they are not violated by and do not prevent legal use of the Condominium Units at the Property nor prevent the existence of the structure;

17. Beams and beam rights, party walls and party wall agreements;

18. Any service contracts to be assumed by the Condominium at the First Unit Closing;

19. The lien of any unpaid real estate tax, and the lien of any water charges or sewer rents generally, (which shall be apportioned at Closing);

20. Any Sidewalk Notices or Violations;

21. Any variations between tax lot lines and lines of record title;

22. Standard printed exceptions contained in the form of title insurance policy then issued by the title insurance company insuring Purchaser's title to its Unit.

Closings of title shall take place concurrently with or after the following events have occurred:

(1) The issuance of a temporary or permanent Certificate of Occupancy for the Building, or, alternatively, the issuance of a temporary Certificate of Occupancy covering the Unit to be closed. The Sponsor shall complete construction and obtain a permanent Certificate of Occupancy for the entire Building within two (2) years subsequent to the First Unit Closing, upon satisfaction of all criteria necessary to obtain a permanent Certificate of Occupancy. If the Sponsor is unable to obtain a permanent Certificate of Occupancy, as a result of force majeure or other reasons beyond Sponsor's control, including but not limited to Unit Owners making alterations to their Units, the Sponsor will continue to renew the temporary Certificate of Occupancy until a permanent Certificate of Occupancy for the Building is obtained.

(2) The recordation in the New York County Office of the Register of the City of New York of the Declaration, the By-Laws and the filing in said office of floor plans of the Building showing the layout, location and approximate dimensions of the Units and the Unit designations, certified by the Tax Assessor of the City of New York as conforming to the official tax lot number for each such Unit and including an Architect's statement required by Section 339-p of Article 9-B of the Real Property Law of the State of New York certifying that the plans fully and fairly depict the

layout, location, Unit designations and approximate dimensions of the particular Unit or Units as built;

(3) The discharge of all duly recorded liens affecting the Unit to be closed and its undivided Common Interest and the recording of a partial release which releases such Unit and its undivided Common Interest from such lien, if any, as required by Section 339-r of the Real Property Law;

(4) The serving by personal delivery or ordinary mail to the Purchaser written notice of the Closing date not less than thirty (30) days prior to Closing of title, unless Purchaser elects to waive the thirty (30) day requirement; and the affording to Purchaser of an opportunity to inspect the Unit and the Common Elements; and

(5) The amending of the Offering Plan by Sponsor with an amendment substantiating that the Plan has been declared effective and confirming that the Units to be closed have been constructed in accordance with the applicable plans and specifications and that Sponsor has satisfied, or will satisfy prior to Closing of title, all of the requirements of this section titled "Terms of Sale."

At the Closing of title to a Unit, Sponsor will deliver to each Unit Owner any manufacturer's warranties with respect to equipment and appliances, if any, installed within such Unit. At the First Unit Closing, Sponsor will execute and deliver to the Board of Managers an instrument assigning to the Board of Managers any manufacturer's warranties with respect to equipment and appliances installed in Common Elements. A copy of any manufacturer's warranties, to the extent available, will be delivered to the Board of Managers and/or Unit Owner, as the case may be, at the First Unit Closing or promptly thereafter.

The risk of loss from fire or other casualty with respect to the Unit shall remain with the Sponsor until the Closing of title for the Unit. The Sponsor, at its sole discretion, reserves the right to either repair or restore such Unit, whereupon Purchaser shall be obligated to close without an abatement in the purchase price, or not repair or restore and grant Purchaser the right to rescind the Purchase Agreement. Notwithstanding the above, in the event that Purchaser, or one claiming by or through Purchaser, enters into possession of the Unit prior to the Closing of title, then Purchaser shall bear the risk of loss or other casualty, to the extent that such loss is not covered by the Sponsor's insurance, with respect to the Unit except as stated in the section of the Plan entitled "Rights and Obligations of Sponsor". Additionally, Purchaser shall be solely responsible for any damage to, or loss or other condition in, the Unit and Sponsor shall not be obligated to repair any damages to the Unit or its appliances, fixtures and equipment. Accordingly, Purchaser, or one claiming by or through Purchaser, who takes possession of the Unit prior to the Closing of title should obtain casualty insurance coverage for the Unit prior to taking possession, since, despite any loss, Purchaser will remain obligated to purchase the Unit under the terms of this Purchase Agreement, without any abatement in the purchase price. Purchaser should consult with an attorney and/or insurance agent as to his insurance needs.

All personal property located within the Unit that is owned by the Sponsor and which is described in this Plan in the Purchase Agreement is included in the conveyance to the Unit Purchaser, unless specifically indicated otherwise. All personal property affixed to or located within the Common Elements that is owned by the Sponsor is included in the property transferred to the Condominium by the Declaration.

UNIT CLOSING COSTS AND ADJUSTMENTS

1. General:

The estimated Closing costs, expenses and adjustments to be borne by each Purchaser of a Unit will be as set forth below. Such costs are only estimates and are subject to change.

a. Payment to Royal Abstract of New York LLC, of the cost of fee title insurance, if Purchaser elects to obtain title insurance. Fee title insurance rates, as quoted by Royal Abstract of New York LLC, as of the date of this Plan are as follows: a base rate of $402.00 for the first $35,000.00 coverage; $6.67 per additional thousand dollars of purchase price up to $50,000.00, plus $5.43 per thousand dollars of purchase price in excess of $50,000.00 up to $100,000.00, plus $4.36 per thousand dollars of purchase price in excess of $100,000.00 up to $500,000.00; plus $3.98 per thousand dollars of purchase price in excess of $500,00.00 up to $1,000,000.00; plus $3.66 per thousand dollars of purchase price in excess of $1,000,000.00 up to $5,000,000.

b. Recording fee for recording the deed and power of attorney of approximately $135.00.

c. If a purchase money mortgage is obtained from a lending institution, the Purchaser may expect to incur the following costs:

1. Legal fees of the lending institution's attorney;

2. Mortgage title insurance policy costs for a mortgage title insurance policy naming the lending institution as the insured. Mortgage title insurance rates as quoted by Royal Abstract of New York LLC, as of the date of this Plan will cost a base rate of $344.00 for the first $35,000.00 in coverage; $5.55 per additional thousand dollars of coverage up to $50,000.00, plus $4.54 per thousand dollars of coverage in excess of $50,000.00 up to $100,000.00, plus $3.64 per thousand dollars of coverage in excess of $100,000.00 up to $500,000.00, plus $3.31 per thousand dollars of coverage in excess of $500,000.00 up to $1,000,000.00, plus $3.05 per thousand dollars of coverage in excess of $1,000,000.00 to $5,000,000.00. Please note that if a mortgage title policy is purchased simultaneously with a fee insurance policy and through the same company, fee insurance coverage rates shall be discounted;

3. A mortgage recording tax of 1.75% of the first ten thousand dollars of the amount of the mortgage executed by the Purchaser and a mortgage recording tax of 2% of the amount of the balance of the mortgage actually executed by Purchaser for mortgages in the amount of less than $500,000.00. The mortgage recording tax for mortgages in the amount of

$500,000.00 or more is 2.125% after the $25.00 deduction on the first ten thousand dollars of mortgage amount. Lenders are required to pay one quarter of one percent of the 2% tax, or 2.125% tax, as the case may be, thereby reducing Purchaser's cost to 1.75% less $25.00 or 1.875% less $25.00, as the case may be. IF A MORTGAGE TAX CREDIT IS AVAILABLE PURSUANT TO SECTION 339-ee(2) OF THE CONDOMINIUM ACT, SUCH CREDIT WILL INURE SOLELY TO THE BENEFIT OF THE SPONSOR AND PURCHASERS WILL THEREFORE BE REQUIRED TO REIMBURSE SPONSOR, AT CLOSING, TO THE EXTENT OF ANY MORTGAGE TAX CREDIT IS ALLOWED.

4. Recording fee for recording of the mortgage, approximately $120.00;

5. Commitment fee or origination fee, appraisal fee, application fee, credit fee, if any, charged by the lending institution.

d. New York City Real Property Transfer Tax, currently equal to one percent (1%) of the purchase price with respect to single Units which are sold for $500,000.00 or less, and 1.425% of the purchase price where the consideration is greater than $500,000.00. Although it is often customary in real estate transactions involving sales of multi-family buildings or single family homes for the seller to pay these transfer taxes and the transfer taxes in (e) immediately below, it is now customary in condominium development projects in the New York Metropolitan area, for the Purchaser to pay such transfer taxes. Under this Offering Plan and the Purchase Agreement, Purchasers are required to pay these taxes as a Closing cost. For purposes of paying this tax with respect to this Project, consideration also includes the amount of New York City Real Property Transfer Tax and New York State Transfer Taxes to be paid for the Unit, so that the effective tax rate is 1.014% of the purchase price where the purchase price is $500,000.00 or less and 1.451% where the purchase price is $500,000.00 or more.

The New York City Department of Finance has taken the position that when a Purchaser purchases two or more Units, the New York City Transfer Tax will be 1.425% where the consideration $500,000.00 or less and 2.625% where the consideration is greater than $500,000.00.

e. New York State Transfer Taxes, which are currently at the rate of $2.00 per each $500.00 of consideration or part hereof. Pursuant to the terms of this Plan, this tax is an obligation of the Purchaser. For purposes of paying this tax with respect to this Project, consideration also includes the amount of New York City Real Property Transfer Tax and New York State Transfer Taxes to be paid for the Residential Unit, so that the effective rate of State Transfer Tax is $2.03 per $500.00 of consideration, where the purchase price is less than $500,000.00 and $2.038 per $500.00 where the purchase price is $500,000.00 or more.

f. Under Section 1402-a of the Tax Law of the State of New York, a "Mansion Tax" of one percent (1%) of consideration (or part thereof attributable to the real property being conveyed) is payable by the grantee (i.e., Purchaser) on each conveyance of residential real property, including condominium units, where the consideration for the entire conveyance is $1,000,000.00 or more. It should be noted that for purposes of paying this tax, consideration includes the purchase price plus the amount of New York City Real Property Transfer Tax and New York State Transfer Taxes to be paid by the Purchaser. Residential real property includes a 1-3 family house, an individual condominium unit and a cooperative unit that is or may be used, in whole or in part, as a personal residence.

g. The legal fees of Sponsor's attorneys in the amount of $1,000.00 will be payable by Purchaser to Seiden & Schein, P.C. An additional fee of $750.00 will be payable by Purchaser to Seller's Attorney in each of the following instances: (a) if the Closing for any Unit occurs outside of New York County; (b) if the Purchaser orders title insurance from a company other than Royal Abstract, LLC; and (c) if an assignment and/or cancellation of a Purchase Agreement is permitted. An additional fee of $500.00 will be payable by Purchaser to Seller's Attorney in each of the following instances: (a) if the Closing for any Unit occurs outside of the office of Seller's Attorney; (b) if Purchaser or Purchaser's lender cause the closing to last more than two (2) hours; and (c) if Purchaser adjourns a closing within 48 hours of the scheduled date and time.

h. At the time of the first closing of title to each Unit, the Purchaser of such Unit shall pay into the Working Capital Fund of the Condominium the sum equal to two (2) months of Common Charges, then in effect, for the Unit being purchased.

i. At Closing, adjustments will be made as of midnight of the day preceding the Closing Date, between Sponsor and Purchaser with respect to (a) real estate taxes and assessments (including water and sewer charges)on the basis of the period for which assessed; (b) Common Charges for the month in which title closes; and (c) any accrued rent and any other charges pursuant to an interim lease or use and occupancy agreement if any, covering Purchaser's Unit.

If Purchaser fails for any reason to close title to their Unit on the originally scheduled Closing Date, (a) the closing apportionments described above will be made as of midnight of the day proceeding the originally scheduled Closing Date, regardless of when the actual Closing occurs, and (b) Purchaser will be required to pay Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under the Purchase Agreement and this Plan, an amount equal to 0.03% of the purchase price of the Unit for each day (starting from and including) the originally scheduled Closing Date to and including the actual Closing Date.

If the Units have not been separately assessed for real estate tax purposes prior to the First Unit Closing, and such First Unit Closing occurs during a tax payment period, Sponsor will have previously paid the real estate taxes through the end of such tax payment period. For example, if the First Unit Closing occurs on January 1, 2006, Sponsor will have paid the real estate taxes for the Property through December 31, 2006. Sponsor shall place in escrow with the Condominium Board of Managers at the First Unit Closing money sufficient to pay the real estate taxes for the one (1) year tax period subsequent to the tax period in which the First Unit Closing occurs. Sponsor shall collect from each Purchaser, at such Purchaser's Unit Closing, the amount necessary, on the basis of allocations set forth in Schedule A contained herein, to cover the next one (1) year tax period subsequent to the tax period in which the Purchaser's Unit Closing occurs. Sponsor shall pay the real estate taxes from the escrow account when they are next due and payable.

In the event the taxes are greater than the amounts collected, the Purchaser shall pay his pro rata share of the additional taxes promptly upon demand. In the event the taxes are less than collected, the Sponsor will refund to the Purchaser his pro rata share of such excess collections. This provision shall survive the Closing.

Subsequent to this one (1) year period, until a separate assessment for each Unit has occurred, each Unit Owner shall, on January 1st and July 1st of each year, pay to the Board of Managers, for the purpose of paying such Unit Owner's share of the real estate taxes for the ensuing six months. The Board of Managers shall keep all such funds in a separate account for the purpose of paying the real estate taxes for the Property when due. Sponsor shall also pay into this special account with respect to any Units owned by it.

The amount of such Common Charges to be assessed against each Unit will be fixed by the Board of Managers. Common Charges to be initially assessed are expected to conform to those shown in Schedule A contained herein.

j. In addition to adjusting with Sponsor the Common Charges for the month in which the Closing occurs, the Purchaser will be required to pay to the Board of Managers Common Charges allocable to his Unit for the month following the Closing.

k. In addition to the above costs, each Purchaser of a Unit will be responsible for the fees and expenses of his own attorney, if any. As a result of the variable factors with respect to each Unit, such as purchase price, terms of a possible mortgage commitment and mortgage application and appraisal costs, fees of Purchaser's attorney and fees of the attorney representing Purchaser's lending institution, Sponsor suggests that Purchasers review their closing costs with an attorney.

2. Mortgage Tax Credit

Section 339-ee(2) of the New York Real Property Law provides as follows:

"In the event the proceeds of a construction mortgage were applied to construction of a unit of a condominium submitted to the provisions of this article, or in the event that a unit submitted to the provisions of this act was subject to a blanket mortgage whose proceeds were applied exclusively to payment of the construction mortgage or to capital expenditures or expenses for the development or operation of the condominium, or to purchase of land or buildings for the condominium provided that such purchase was no more than two years prior to the recording of the declaration of condominium, and a mortgage tax was duly paid on such construction or blanket mortgage in accordance with article eleven of the tax law, then, as each unit is first conveyed, there shall be allowed a credit against the mortgage taxes (except the special additional mortgage recording tax imposed by subdivision one-a of section two hundred fifty-three of the tax law) that would otherwise be payable on a purchase money mortgage, said credit to be in the amount resulting from the product of the purchaser's pro-rata percentage of interest in the common elements and the mortgage tax already paid on the construction or blanket mortgage. No credit shall be allowed under this subdivision (a) on account of the special additional mortgage recording tax imposed by subdivision one-a of section two hundred fifty-three of the tax law or (b) where the first condominium unit is sold more than two years after the construction or blanket mortgage was recorded."

Sponsor paid a mortgage recording tax on its construction mortgages, therefore, pursuant to the above Section of the New York Real Property Law, it is specifically understood that such credit shall inure to the benefit of the Sponsor. Accordingly, at Closing, each Purchaser electing mortgage financing shall pay an amount equal to the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount being financed. Sponsor, at Closing will be paid by such Purchaser to the extent of any mortgage tax credit allowed.

The entire contents of this Paragraph "2" as well as those in Paragraph "1" above, as same may be revised or amended, shall be deemed to be incorporated into the Purchase Agreement for each Unit.

3. Example of Closing Costs

A numerical example for the costs set forth in this section of the Offering Plan for a typical apartment with a purchase price of $412,000.00 and a mortgage of $329,600.00 are set forth below. Tax, insurance and recording rates are subject to change.

1.	Title insurance for fee and mortgage: (this includes a discount for a simultaneous issuance)	$ 1,807.00
2.	Recording costs for deed and power of attorney:	$ 165.00
3.	Mortgage recording tax: (including any payment to Sponsor pertaining to mortgage tax credit)	$ 5,743.00
4.	Recording cost of mortgage (approximately)	$ 120.00
5.	New York City Real Property Transfer Tax	$ 4,177.68
6.	New York State Transfer Taxes:	$ 1,672.00
7.	Mansion Tax: (not applicable);	
8.	Legal fee of Sponsor's attorney (at the office of Sponsor's attorney):	$ 1,000.00
9.	Real estate tax escrow (assumes 421-a benefits, close May 1, 2005, reimbursement of real estate taxes paid by Sponsor)	$ 24.40
10.	Common Charges (assumes close May 1, 2005, reimbursement of Common Charges paid by Sponsor)	$ 701.08
11.	Common Charges (first full month following the Closing)	$ 701.08
12.	Working Capital Fund Contribution (equal to two (2) months of Common Charges)	$ 1,402.16
	Total :	$17,513.40

Other fees which cannot be estimated because they pertain to events outside of Sponsor's control and/or statutory requirement include Purchaser's attorney's fee, lender's attorney's fee, possible commitment fee or loan origination fee, appraisal fee, application fee, credit check fee, mortgage insurance fee (if any) and monthly Common Charges prospectively from the Closing Date.

RIGHTS AND OBLIGATIONS OF SPONSOR

No bond or other security has been furnished to secure the performance of the Sponsor's obligations. Although at the time the Offering Plan is accepted for filing the Sponsor will be financially capable of performing Sponsor's obligations, the subsequent ability of the Sponsor to perform its obligations will depend upon Sponsor's financial condition at that time.

Sponsor makes the representations set forth below with respect to certain obligations under the Plan.

1. The Sponsor will pay or cause to be paid all contractors, subcontractors and materialmen and all others involved in the construction of the Units and construction of the Common Elements for the authorized and proper work performed and fixtures, material and equipment supplied or installed in said construction.

2. The Sponsor will diligently, expeditiously and at Sponsor's own cost, complete the construction of the Building, including the Units and Common Elements, substantially in accordance with the plans and specifications described herein. If any work still remains to be done to complete such work, Sponsor, at Sponsor's own cost and expense, will perform or cause all such work to be performed and will supply or cause all material therefor to be supplied and will pay for such work and materials and discharge or bond all mechanics' liens which may be filed as a result of the construction of the Units and/or construction of the Units and Common Elements.

   The Sponsor reserves the right to substitute for any of the materials specified in the Description of Property or elsewhere in the Plan, materials of equal or better quality and design. The Sponsor's intention is to use the materials, fixtures, appliances and other equipment described in this Plan, and in the architectural plans on file, but, due to the possible unavailability of materials and supplies or for any other reason, Sponsor may substitute materials, fixtures, and equipment of equal or better quality and design for any of those set forth in this Plan. The Sponsor reserves the right to change, from time to time, the landscaping specification, plant types, sizes or plans without notice.

   The Sponsor also reserves the right, to change the size, interior layout and location of any Unit or the number of Units, provided such changes are made in accordance with the Section of the Plan entitled "Changes in Prices and Units".

   Changes will be made in the size or number of Units, their respective percentage of Common Interest, or in the amount or quality of Common Elements, except as otherwise provided herein, only with the consent of all Unit Owners directly affected, and by amendment to the Plan and also by amendment to the Declaration if the Declaration was

filed prior to such change. To be directly affected the change in the size of a Unit must be to such Unit Owner's Unit or the change must be to his or her percentage of Common Interest or in the amount or quality of Common Elements which it is entitled to use. However, Sponsor shall not be obligated to obtain consent of any Unit Owner for changes to Units made prior to the execution of a Purchase Agreement for the affected Unit or Units, provided such changes are made by amendment to the Offering Plan and to the Declaration.

Changes to the size, layout or percentage of Common Interest of a Unit for which a Purchase Agreement has been executed by Purchaser and Sponsor and delivered to the Purchaser or changes in the amount or quality of Common Elements directly affecting or servicing a Unit for which a Purchase Agreement has been executed by Purchaser and Sponsor and delivered to Purchaser shall be made only with the written consent of the Purchaser of such Unit, provided, however, that such Purchaser's consent shall only be required if the Purchaser is not then in default. Notwithstanding the foregoing, such changes may be made, provided all directly affected Unit Owners consent in writing to such change and all directly affected Purchasers who are still contract vendees and who are not then in default either consent in writing to such changes or are given the right to rescind and receive from Sponsor a return of any deposit or Down Payment for fifteen (15) days from the date of mailing or personal delivery of written notice from Sponsor.

The Sponsor reserves the right to not complete the finishing of the public hallways until all move-ins have been completed.

3. The Sponsor shall complete the Units described in this Plan, at Sponsor's sole cost and expense, and shall obtain, prior to the Closing of a particular Unit, the issuance of a temporary or permanent Certificate of Occupancy for the Unit closed. Sponsor shall complete construction and obtain a permanent Certificate of Occupancy for the Building within two (2) years subsequent to the issuance of the initial temporary Certificate of Occupancy, barring force majeure, or other reasons beyond Sponsor's control. If, at the time of Closing of title to a Unit, Sponsor has only obtained a temporary Certificate of Occupancy covering such Unit, then Sponsor shall place in escrow with its attorney an amount, as determined by an architect chosen by Sponsor, which is sufficient in such architect's opinion to cover the cost for such Unit of obtaining a permanent Certificate of Occupancy covering that Unit. Such escrow amount shall be released to Sponsor or its designee upon the obtaining of a permanent Certificate of Occupancy covering such Unit. Alternatively, the Sponsor shall have the option of either depositing with an escrow agent an unconditional, irrevocable letter of credit in the amount determined by Sponsor's architect or posting a surety bond in the amount so determined.

Prior to the issuance of a permanent Certificate of Occupancy for the Building, an inspector from the New York City Department of Buildings will inspect the Building to verify that the work performed is in accordance with the "as built" plans filed with the Department of Buildings.

4. The Sponsor will pay all expenses incurred prior to the establishment of the Condominium and will bear and pay all costs and expenses incurred in connection with the creation of the Condominium whenever such costs or expenses are incurred, or in connection with the sale of all of the Units held or owned by the Sponsor, except as noted in the section of the Plan entitled "Closing Costs and Adjustments", and will pay or have paid, except as otherwise provided in the Plan, all selling expenses of Sponsor, including, but not limited to, advertising and printing costs, architect's fees, attorneys' fees, for other than for individual Units, organization costs, brokerage commissions, engineers' fees, appraisal and any surveying fees and costs.

5. The Sponsor will pay all Common Charges from the date of the First Unit Closing, real estate taxes, special Assessments and other expenses allocable to any Units owned by the Sponsor, so long as Sponsor shall continue to own the same. However, Sponsor, where Purchaser has caused an unauthorized delay in closing of title, shall be entitled to certain reimbursement of real estate taxes and Common Charges. Sponsor represents that it has the financial resources to meet its obligations with respect to Unsold Units. Sponsor's financial obligations to the Condominium will be funded from sales proceeds and/or its own funds.

6. Prior to the First Unit Closing, any liens affecting the Property shall be paid and satisfied or bonded or the Units being conveyed and their appurtenant Common Interest shall be released therefrom by partial release duly recorded.

7. The Sponsor will promptly correct any material patent defects in the construction of the Building and the Units therein, or in the installation or operation of any mechanical equipment therein, due to substantially improper workmanship or material substantially at variance with the architectural plans and specifications, provided Sponsor is notified of such defects in writing by the Unit Owner as to the Unit affected within sixty days from the date of closing of title to such Unit or, with respect to Common Elements, that Sponsor is notified by the Board of Managers within one year from the First Unit Closing. If any defect in the Common Elements can only be detected after said period by occupancy of a particular Unit, Sponsor will correct said defect in the construction of the Common Elements or in the installation or operation of any mechanical equipment therein due to improper workmanship or materials substantially at variance with the architectural plans and specifications, if notified by the Board of Managers within sixty (60) days from Closing of title to or first leasing of that particular Unit. Sponsor will also correct any latent defects in the construction of the Building and the Units therein or in the installation or operation of any mechanical equipment therein due to substantially improper workmanship or material substantially at variance with the architectural plans and specifications, provided it is notified of such defects in writing by the Unit Owner as to such Unit within one year from the closing of title to such Unit or is notified by the Board of Managers with respect to Common Elements within one year after the First Unit sing. Sponsor, in its sole discretion, shall select the method of correcting any defect. three (3) days' notice from Sponsor, the Board of Managers and/or the Unit Owner in

question shall allow Sponsor, Sponsor's contractors and/or the Managing Agent access to the Building or the Unit in question on any weekday which is not celebrated as a federal or state holiday to inspect and/or correct such defect. The quality of construction shall be comparable to local standards customary in the particular trade and in accordance with the plans and specifications.

Sponsor shall be deemed to have discharged any obligation it may have with respect to patent or latent defects, as the case may be, if (i) Sponsor is not notified within the time periods specified herein or (ii) the Board of Managers and/or the Unit Owner in question prevents Sponsor, Sponsor's contractors and/or the Managing Agent access to the Building or the Unit in question as provided herein, or (iii) Sponsor shall have corrected the defect in accordance with the practice of the industry as determined by Sponsor's general contractor or architect or engineer, in their sole discretion.

Sponsor makes no warranties as to kitchen appliances, except that it will assign to the Purchaser any manufacturer's warranties thereon and any manufacturer's warranties existing for other items in Purchaser's Unit to the extent same are assignable.

Notwithstanding the foregoing, Sponsor will not be responsible for correcting or repairing any latent defects of construction or defects in the installation or operation of any appliances, equipment or fixtures with respect to which assignable warranties or other undertakings (however denoted) from contractors, materialmen, or others, are assigned to the Board of Managers or Unit Owners. **In addition, in no event shall the Sponsor be responsible for any condition resulting from (i) normal wear and tear or natural deterioration or from the normal settling or shifting of the Building; (ii) for defects of an insubstantial nature, such as, without limitation, partial or total death of any trees, shrubs, bushes or other landscape improvements, nail pops, ridging on sheet rock walls, lumber shrinkage, door sticking or window sticking due to weather, door warpage, scratches in stone or porcelain surfaces, bath and kitchen title grouting, walls not square, electrical plates not straight, discoloration or shrinkage, slight separation between base and floor, (iii) normal settlement and deflection or any consequential damage resulting therefrom including, without limitation, cracks in any concrete roof pavers, or concrete cracks which do not impair the structural soundness of the Building, (iv) variations in any floor levels, (v) ceiling imperfections, (vi) minor painting defects, (vii) alignment of bathroom finishes, (viii) air infiltration from windows, (ix) normal plumbing system, heating system and air conditioning system noises, (x) normal floor noises and creaking, (xi) carpet or floor discoloring or stretching, (xii) variations in width, length or tone of wood floor strips, also, normal shrinkage or expansion of wood flooring due to changes in moisture content of wood, (xiii) repair of chips, scratches, mars, breaks or other defects in windows and window sashes, sliding glass doors, shower doors, electrical fixtures and globes, painted surfaces, sinks, tubs, basins, kitchen cabinets and countertops, vanity tops and cabinets, ceramic tile, marble floors, saddles, appliances, woodwork and doors, mirrors, hardware, appliance cabinets and flooring, (xiv) subsequent to the Unit Closing, paint touch-ups, or repairs of dented**

appliances, (xv) cracks or variations in tone, finish or color of any stone used in bathrooms or cracks, variations in tone, finish or color of vanity tops or other stone surfaces, (xvi) salting or color variation in exterior, (xvii) ponding and/or controlled drainage on the roof surface, or (xviii) cracks in any pressure treated wood used or intended for use outside the Building. Sponsor shall be obligated to repair only abnormally chipped stone and porcelain surfaces, which repair shall be made by filling the stone or refinishing the porcelain, but Sponsor shall not be obligated to replace such stone or porcelain surfaces.

Except as expressly set forth herein, Sponsor has no obligation to correct or repair any other defect or conditions in the Units, Common Elements or the Building and all other installations, apparatus, fixtures and appurtenances. The foregoing sets forth the entire obligation of Sponsor to correct any defects and none other shall be implied. Sponsor shall have no obligation to repair or replace any defect resulting from the failure by the appropriate Unit Owner or the Board of Managers to properly service or maintain a particular item or items. Additionally, Sponsor shall have no obligation to repair or replace any defect resulting directly or indirectly from work done by any individual or entity retained by the Board of Managers or any Unit Owner(s).

Notwithstanding any provision to the contrary herein, Sponsor shall not be obligated to correct, and shall not be liable to any Purchaser as a result of, (i) any insubstantial variations from the plans and specifications or the description of the Building or a Unit set forth in the Offering Plan or (ii) variations from the plans and specifications or description of the Building or a Unit set forth in the Offering Plan which are neither in violation of applicable building codes, nor require approval of any governmental authority having jurisdiction, provided such variations are of substantially similar or better quality.

As set forth in the section of the Plan entitled "Effective Date", in the event casualty which cannot be repaired for an aggregate cost, together with possible expenses for other items stated in such section of the Plan, of less than an amount equaling one half of one percent of the Total Purchase Price set forth on the front cover of the Plan (as estimated by an insurance adjuster retained by Sponsor), occurs prior to the First Unit Closing and the Sponsor elects not to make repairs, then the Sponsor may, at its option, abandon or withdraw this Offering Plan. In such case all Purchase Agreements will be deemed automatically canceled and Purchasers in good standing will be refunded their deposits with any interest earned thereon. Upon such refund being made, the Condominium and the Sponsor will be relieved and discharged of all liability under the Plan and Purchase Agreements.

In the event the Sponsor elects to repair and restore the damage to the Building from a casualty occurring before the First Unit Closing, or if the casualty occurs after the First Unit Closing, but before the closing of the damaged Unit, and Sponsor elects to repair and restore the Unit, then the following shall be applicable:

The term "Affected Unit" means a Unit that has been directly damaged in the casualty (other than minor damage not rendering the Unit uninhabitable) or is without such essential services as gas, electricity and heat, or no longer has a reasonably adequate means of ingress and egress to the street.

The Purchase Agreements for all Units, other than "Affected Units" (as previously defined), shall remain in full force and effect and the Purchasers thereunder shall pay the full purchase price at the closing. Such Purchasers shall not be entitled to adjourn the closing nor be allowed any abatement in the purchase price, nor credit against same, nor retain (in escrow or otherwise) any portion of such purchase price pending restoration and repair of the damage to the Building and the Affected Units.

Except as provided in the next paragraph, a Purchaser of an Affected Unit shall not be required to pay the balance due under the Purchase Agreement unless and until (i) the damage to its Affected Unit has been substantially repaired as near as reasonably possible to its condition immediately prior to the casualty and (ii) its essential services (such as gas, electricity or heat) and a reasonable means of ingress and egress to the street have been restored.

Notwithstanding the foregoing, if the Purchaser is given possession of the Affected Unit under an Interim Use and Occupancy Agreement or otherwise prior to the casualty, such Purchaser shall assume the risk of loss to the Unit and the obligation to repair the damage, unless the cause of such loss originated outside its Unit and did not result from the acts of Purchaser or other occupants of the Unit or Purchaser's guests, invitees or workmen. If the Purchaser is obligated to repair the damage in accordance with the foregoing, then his failure to repair the damage shall not excuse him from paying the balance due under his Purchase Agreement and accepting title to the Unit.

The Sponsor and/or the Condominium will in no event be liable to Purchasers under this Plan, and the Sponsor will not be liable to the Condominium, in the event of any delay in repairing the damage.

8. Immediately following the First Unit Closing, Sponsor will assign to the Condominium Board, and the Condominium Board will, on behalf of all Unit Owners, assume, all assignable service and maintenance contracts and agreements relating to the Property. The Condominium will indemnify Sponsor against all claims and liability thereunder that relate to matters and events occurring on or after the day upon which the First Unit Closing occurs.

9. Sponsor shall procure fire and casualty insurance coverage on behalf of the Condominium, at the Condominium's expense, to be effective at the First Unit Closing, in the amount set forth in Schedule B, which Schedule sets forth the Projected Budget for First Year of Condominium Operation.

10. In the event of the voluntary dissolution or liquidation of the Sponsor or the transfer of ten (10) or more Units or twenty percent (20%) or more of the total number of Units in the Condominium, whichever is less, the principals comprising the Sponsor will provide financially responsible entities or individuals who will assume the status and the obligations of the Sponsor for those Units under the Offering Plan, applicable laws or regulations.

11. Sponsor shall deliver to The Board of Managers a set of "as built" architectural plans, within ninety (90) days, upon receipt of the permanent Certificate of Occupancy.

12. Sponsor shall be obligated to defend any lawsuits or proceedings arising out of its acts or omissions and shall indemnify the Board of Managers or the Unit Owners against any such suits or proceedings (excepting any lawsuits or proceedings commenced by the Board of Mangers or any Unit Owner).

    Sponsor shall not be liable for or obligated to defend any suits, proceedings or claims (i) as to any Unit arising out of any occurrence taking place on or after the earlier of the closing of title to such Unit or the leasing thereof to, or at the direction of, any Purchaser, or (ii) as to the Common Elements, arising out of any occurrence taking place on or after the date of the recording of the Declaration, except suits, proceedings or claims arising out of acts or omissions of Sponsor or representations made by Sponsor in the Offering Plan. In no event shall the Sponsor be obligated to reimburse the Board of Managers or the Condominium for any legal fees or other consultants' fees incurred in connection with any claim arising from any alleged act or omission of the Sponsor. Sponsor shall not be liable for or obligated to defend any suits, proceedings or claims arising out of any occurrence which was prior to the date of the First Unit Closing except suits, proceedings or claims arising out of acts or omissions of Sponsor.

13. Sponsor shall keep copies of the Plan, Exhibits and documents referred to in the Plan on file at Sponsor's offices for six (6) years from the date the Declaration is recorded.

14. In accordance with Section 339-p of the Real Property Law, a registered architect or licensed professional engineer shall certify within reasonable tolerances that the floor plans filed with the recording of the Declaration are a substantially accurate copy of portions of the plans of the Building as filed with and approved by the municipal or other governmental subdivision having jurisdiction over the issuance of permits for the construction of buildings.

15. During the time the principal of the Sponsor controls the Board of Managers, it is within its sole power to enforce the obligations of the Sponsor pursuant to the Plan and pertaining to the Common Elements. Therefore, Sponsor agrees that during such period it will, in its capacity as the Board of Managers, enforce such obligations when required to do so by a resolution duly passed by a majority of the Unit Owners, excluding Sponsor, at a special meeting of the Unit Owners called for such purpose. Once the Sponsor no longer controls

the Residential Board of Managers as a result of the earlier of (i) the Closing of title to Units whose aggregate Common Interest exceeds fifty (50%) percent; or (ii) five (5) years from the First Unit Closing, the Sponsor will still have the right to vote its common interest for Unit Owners who are not nominated or affiliated with the Sponsor.

16. The Sponsor (its successors, assigns or designees) may offer all or any Unsold Units, for lease. Purchasers of any leased Units will be purchasing Units that have been previously occupied. Sponsor will notify purchasers of Units that have been previously occupied prior to the execution of a Purchase Agreement of such occupancy and will set forth the condition in which such Unit will be delivered (including outstanding warranties, if any.) There shall be no obligation of Sponsor or any other offeror of such Unit to decorate, refurbish or in any way repair such Unit.

Each of the obligations of the Sponsor contained in this section shall be enforceable by any Unit Owner as to its Unit or the Board of Managers on behalf of the Unit Owners as to Common Elements. The representations contained in paragraphs 1 through 16 of this section shall survive delivery of the deed, as stated. Sponsor makes no other representation or warranties except as provided above. However, nothing herein shall be construed to limit any rights which Purchasers may otherwise have pursuant to Article 23-A of the General Business Law, Part 20 of the Regulations promulgated by the Attorney General and the Offering Plan.

Sponsor's Rights of Access

(a) General

As a condition of sales of Units pursuant to this Plan, Sponsor reserves to itself, its successors, assigns, designees, invitees, contractors, agents, employees and tenants any and all easements and rights of access, in and to Units, Common Elements and Limited Common Elements consistent with the purposes of the Plan and Sponsor's rights and obligations thereunder.

(b) Examples of Specific Easements and Rights of Access Reserved by Sponsor

Without in any way limiting the generality of rights reserved in Paragraph "a" above, such rights reserved to Sponsor and its designee(s), successors and assigns specifically include the following:

1) The right to maintain any vacant and Unsold Unit(s) as general sales, leasing and administrative office(s) and/or Model Unit(s) and to maintain personnel at the Property, to post signs, and to conduct other activities connected with promotion, sales, leasing or administration, such as inspection by and display of vacant or leased Units, as well as all Common Elements and Limited Common Elements, to prospective purchasers or

lessees;

2) Right of access in and to Units, Common Elements and Limited Common Elements for purposes of construction, repair, refurbishment, correction, alterations, finishing, servicing (including but not limited to garbage collection) and similar work;

3) Right to show vacant or leased Units;

4) Utility and other easements for the benefit of Unit Owners, Common Elements and Limited Common Elements;

Sponsor, Sponsor-designees and any partner of any entity affiliated directly or indirectly with Sponsor shall exercise all rights of access so as to limit, to the extent practicable, unnecessary interference with use of the Property by Unit Owners. Sponsor, Sponsor-designees and any partner of any entity affiliated directly or indirectly with Sponsor agrees to repair damage directly attributable to and caused by Sponsor, Sponsor-designees and any partner of any entity affiliated directly or indirectly with Sponsor or its agents as a result of exercising such rights of access.

The Sponsor may declare the Offering Plan effective by selling a minimum of fifty percent (50%) of the Units in the Building. The Sponsor is retaining the unconditional right to rent rather than sell Units. Sponsor makes no representation that it will sell more Units, than the fifty percent (50%) necessary to declare the Plan effective.

Real Property Law §339-kk

A new subsection kk to Section 339 of the Real Property Law ("RPL"), a copy of which is set forth in Part II of the Plan, was enacted into law July 22, 1998. RPL §399-kk is intended to provide additional financial protection for a condominium association if a sponsor or other non-occupant Unit Owner fails to make monthly payments for Common Charges, assessments and late fees due in connection with such owner's units.

RPL §339-kk provides, by its terms, among other things, that with respect to Unsold Units of a Condominium owned by a sponsor or by any other non-occupant Unit Owner and occupied by a tenant:

(a) If payment of common charges, assessments or late fees by any non-occupant Unit Owner is more than sixty (60) days late after the expiration of any grace period within which they are due, payments from a tenant of such Unit may become directly payable to the Condominium upon written notice by the Condominium to the tenant and the non-occupant Unit Owner. Where a majority of the Condominium Board has been elected by Unit Owners who are in occupancy of their respective Units, the

Condominium Board may elect not to require that the rental payments be paid to the Condominium. Once the Common Charges, assessments and late fees of the non-occupant Unit Owner have been brought current, the Condominium Board must notify the non-occupant unit owner and tenant within three (3) business days and thereafter the rent will be payable to the non-occupant Unit Owner or a designated agent.

(b) Payment by a tenant of rent or the amount required pursuant to the tenant's lease or statutory tenancy to the Condominium pursuant to the RPL §339-kk, relieves the tenant from the obligation to pay rent to the non-occupying Unit Owner.

(c) Any rights existing under any other laws are not limited by RPL §339-kk.

(d) A non-occupant Unit Owner who disputes a Condominium's claim to rental payments is entitled to present facts supporting such owner's position at the next scheduled meeting of the Condominium Board, which must be held within thirty (30) days after receipt of notice that the Unit Owner seeks to dispute the Condominium's claim.

Sponsor makes no representation or guarantee that any Unit Owner (other than Sponsor), any tenant, or the Condominium, will in fact comply with RPL §339-kk, and Sponsor shall have no liability for their failure to do so.

RPL §339-kk does not address a number of issues. Accordingly, Sponsor makes no representation as to (i) RPL §339-kk's effect on the lien priority of a loan heretofore or hereafter made to a non-occupant Owner and secured by the Unit, or whether RPL §339-kk's enactment or compliance therewith by a tenant constitutes a default by the Unit Owner under said loan, (ii) RPL §339-kk's effect on assignments of leases and rents given by a Non-Occupant Owner to a mortgagee in connection with purchase-money financing or otherwise, (iii) the Condominium's remedies if a tenant fails or refuses to make rental payments to the Condominium Board after notice from the Condominium Board (in accordance with RPL §339-kk) to do so, (iv) the consequence of the Condominium Board's failure to give notice to a tenant, or (v) who is responsible for designating an agent to whom rental payments are to be made after the non-occupant Unit Owner is brought current in payment of common charges, assessments and late fees.

Finally, no representation is made about the tax effects of RPL §339-kk.

All prospective Purchasers should review RPL §339-kk to determine its effect on their own situation.

CONTROL BY SPONSOR

Title to all Units which have not been sold by the time of the First Residential Unit Closing will remain with the Sponsor or its designee(s) until such Units shall thereafter be sold to bona fide Purchasers. Such sales do not require a right of first refusal to the Board of Managers. It is conceivable, that the Plan may be declared effective when Purchase Agreements have been executed and accepted by the Sponsor for the sale of fifty percent (50%) of the Residential Units, but that some Purchasers counted towards declaring the Plan effective may default under the terms of the Purchase Agreement and therefore not close title to a Unit.

Until the first annual meeting of the Condominium, the Board of Managers of the Residential Units shall consist of three persons designated by Sponsor. Accordingly, until such first annual meeting, Sponsor will have absolute voting control of the Residential Board of Managers and will thus have control of maintenance, facilities and services to be provided, as well as determining the Common Charges to be paid by Unit Owners. Sponsor shall relinquish voting control of the Residential Board of Managers upon the earlier of (i) the transfer of title to Units, the percentage Common Interest of which, in the aggregate, equals at least fifty(50%) of the Common Interest of the Residential Units or (ii) five (5) years after the First Unit Closing. Sponsor, during the time there are Unsold Units, will have the right to, and intends to, vote the percentage of Common Interests allocated to such Residential Units, but subsequent to its relinquishing voting control of the Residential Board of Managers Sponsor will not use such vote to elect a particular individual to the Residential Board of Managers which would, by the election of such individual, give Sponsor voting control of the Residential Board. Sponsor will cause a meeting to be held to elect a new members to the Residential Board of Managers, unrelated to the Sponsor, within thirty (30) days of the expiration of the Sponsor control period pursuant to the foregoing sentence.

The By-Laws of the Condominium do not require that a majority of the members of the Residential Board of Managers must be owner -occupants or members of an owner-occupants household. Purchasers for their own occupancy may never gain control of the Residential Board of Managers pursuant to the By-Laws of the Condominium.

As long as the Sponsor or any Sponsor-designee shall continue to own Residential Units having in the aggregate at least ten (10%) percent of the total Residential Common Interest of the Condominium, but in no event for a period in excess of five (5) years from the First Residential Unit Closing, the Residential Board of Managers may not, without the Sponsor's or Sponsor-designee's prior written consent, (i) make any addition, alteration or improvement to the Residential Common Elements or to any Residential Unit or (ii) assess any Common Charge for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund, except that Sponsor will consent to replacements to the contingency fund and/or capital replacement reserve, provided for in Schedule B of the Offering Plan for the Property to the extent that the aggregate amount of such fund does not exceed 5.00% of the budgeted expenses of the

Residential Section of the Condominium or (iii) borrow money on behalf of the Residential Section Condominium (except where necessary to purchase the Superintendent's Unit or to perform work required by law to the extent that existing reserves are insufficient). As long as the Sponsor or any Sponsor-designee shall continue to own a Residential Unit, the Residential Board of Managers may not, without the Sponsor's or Sponsor designee's prior written consent, (i) amend the Declaration or these By-Laws so as to in any way adversely affect the Sponsor or its designees or (ii) interfere with: the offer and sale or leasing of Units at the Property; the operations of general or sales or leasing offices at the Property; actions necessary for construction, renovation, repair or correction at the Property, as required by Sponsor. The Sponsor or Sponsor-designee shall have the right to withhold its consent to any of the foregoing actions. However, notwithstanding these restrictions, the Sponsor or Sponsor-designee shall not withhold its consent to the making of capital repairs to the Common Elements or assessment of any Common Charge for expenses required to comply with applicable law.

Members of the Residential Board of Managers will serve without compensation. All officers of the Condominium shall also serve without compensation. Sponsor represents that for as long as it or any of its designees are members of the Residential Board of Managers neither it nor any of its designees will vote for remuneration for either members of the Residential Board of Managers or officers of the Condominium.

An officer may be removed, with or without cause, by an affirmative vote of a majority of the members of the Residential Board of Managers.

BOARD OF MANAGERS

Under the By-Laws of the Condominium, the affairs of the Condominium will be managed by a Board of Managers consisting of seven (7) persons. Five (5) persons will be elected by the Residential Unit Owners and two (2) persons will be elected by the Non-Residential Unit Owners. The initial Board of Managers will consist of two (2) persons designated by the Sponsor to comprise the Residential Board, until the first annual meeting of Unit Owners which shall be called within 180 days after the First Residential Unit Closing, then the Board of Managers will consist of a Residential Board of five (5) persons elected or designated by Residential Unit Owners and a Commercial Board of two (2) persons elected or designated by the Commercial Unit Owners. The Residential Board shall make determination with respect to matters which only effect the Residential Unit Owners, The Non-Residential Board shall make determinations with respect to matters which only effect the Non-Residential Unit Owners, and the Board of Managers shall make determinations which effect both the Residential Units and the Non-Residential Units. For a more detailed description of the powers and duties of each of the aforesaid Boards please see Article 2 of the By-Laws of The Dwyer Condominium in Part II of this Offering Plan.

The Unit Owners shall hold annual meetings and at each such meeting they shall elect members of the Board of Managers. Each Unit Owner, including the Sponsor or its designee, shall be entitled to cast one vote for each .01% of interest in the Common Elements attributable to their Unit(s) on all matters put to a vote at all meetings of the Unit Owners except that, when voting for the election of members of the Condominium Board, each Unit Owner: (i) shall be entitled to one vote for each .01% of Common Interest attributable to its Unit per member to be elected, and (ii) shall not have the right to cumulate its votes in favor of any one or more members to be elected. If Units are owned by more than one person or entity as joint tenants, tenants by the entirety or as tenants in common, the persons or entities owning said Unit shall agree among themselves and cast the votes for their Unit.

The Sponsor or its designee may designate a majority of the five (5) member Residential Board for the period terminating upon the earlier of (i) the transfer of title to Units in the Residential Section whose percentage of Common Interest equals, in the aggregate, exceed at least fifty percent (50%) or (ii) five years after the First Unit Closing. Accordingly, it is possible that the Sponsor and/or its designee may control the Residential Board for as long as five (5) years after the First Unit Closing. It should be noted that although the Sponsor will not have control over the Residential Board after the earlier of (i) the transfer of title to Units in the Residential Section whose percentage of Common Interest equals, in the aggregate, exceed at least fifty percent (50%) or (ii) five years after the First Residential Unit Closing, the Sponsor will still be able to elect two (2) members of the Board of Managers as the representatives of the Non-Residential Unit Owners for so long as the Sponsor continues to own the Non-Residential Units.

The annual meetings shall be held on or about the anniversary of the date of the first annual meeting. A special meeting of the Unit Owners shall be called by the President of the Condominium as directed by the Board of Managers or upon a petition signed by a majority of the

Unit Owners having been presented to the Secretary.

Notice of the annual meeting of Unit Owners or of any special meetings of Unit Owners shall be given by the Secretary, as directed by the Board of Managers, to all Unit Owners not less than ten (10) days or more than thirty (30) days before such meeting. Minutes of all meetings of Unit Owners and of all meetings of the Board of Managers shall be kept by the Board, together with records of all actions taken by the Board and the financial records of the Condominium. The Board shall retain an independent certified public accountant to prepare an annual report of the receipts and expenditures of the Condominium, which report shall be promptly sent to each Unit Owner.

Each of the members of the seven (7) member Condominium Board will serve until the next regular annual meeting of Unit Owners and until a successor is elected and qualified. Members of the Board of Managers, except for those members elected by the Sponsor, to be eligible for election, must be either a Unit Owner, the principal or officer of a Unit Owner, or the spouse of a Unit Owner. Except for a member of the Board of Managers designated by Sponsor or a Sponsor-designee, Managers may be removed from office, with or without cause, by the affirmative vote of Unit Owners owning, in the aggregate, a percentage of Common Interest in excess of fifty percent (50%) of the Common Interest of the Condominium. A member of the Board of Managers designated by the Sponsor or a Sponsor-designee can only be removed for cause by affirmative vote of Unit Owners (including Sponsor and/or any other Holder of the Unsold Units) owning, in the aggregate, a percentage of Common Interest in excess of fifty (50%) percent of the Common Interest of the Condominium. In the event of such removal, the Sponsor or Sponsor-designee, as the case may be, shall have the exclusive right to designate a replacement for such removed member of the Board of Managers.

Subsequent to the date when the Sponsor relinquishes control of the Residential Board and so long as the Sponsor or a Sponsor-designee shall continue to own Unsold Residential Units having a Percentage Interest in the Residential Section of at least fifteen (15%) percent, the Sponsor or Sponsor-designee shall have the right to elect at least two of the five members of the Residential Board or one member less than a majority of the Residential Board, as the case may be. Also, subsequent to the date when the Sponsor relinquishes control of the Residential Board and as long as the Sponsor or a Sponsor-designee shall continue to own at least one Unit the Sponsor or Sponsor-designee shall have the right to elect at least one of the members of the Residential Board.

All members of the Board of Managers shall serve without compensation, and the Sponsor represents that, for as long as it or any of its designees are members of the Board of Managers, neither it nor any of its designees will vote for remuneration for either members of the Board of Managers or officers of the Condominium.

The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium, including but not limited to: determination of the Common Charges, adoption of rules and regulations covering the details of the Property, opening of bank

accounts, purchasing, leasing or otherwise acquiring Units, selling, leasing or mortgaging of Units owned by the Board of Managers and generally managing or supervising the Condominium property as provided in the Declaration and By-Laws. The Common Expenses shall include such amounts as the Board of Managers deems proper for the operation and maintenance of the Property, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, and to make up any deficit in the Common Expenses for any prior year. The Board, in its discretion, may delegate such managerial powers as it sees fit to the officers of the Condominium. The Board of Managers is authorized to employ for the Condominium, a Managing Agent on such terms as the Board of Managers may deem proper. See the section of the Plan entitled "Management Agreement, Contracts and Leases".

In order to limit the liability of the Unit Owners, the members of the Board of Managers, the Managing Agent, if any, and any officers of the Condominium, any contract or other commitment shall be made by the Board of Managers or the Managing Agent or an officer of the Condominium, as the case may be, only as agent for the Unit Owners. The members of the Board of Managers, the Managing Agent or the officer, as the case may be, shall have no personal liability on any such contract or commitment (except as Unit Owners), and the liability of any Unit Owner on any such contract or commitment shall be limited to such proportionate share of the total liability thereunder as the Common Interest of such Unit Owner bears to the aggregate Common Interest of all Unit Owners. The Board of Managers and the officers of the Condominium shall have no liability to the Unit Owners for errors of judgment, or otherwise, except for willful misconduct, negligence or bad faith. The Unit Owners shall severally indemnify the members of the Board of Managers and the officers of the Condominium against any liability or claims except those arising out of the bad faith, negligence or willful misconduct of the members of the Board of Managers or the officers of the Condominium, but the liability of any Unit Owner on account of such indemnification shall be limited to such proportionate share thereof as the Common Interest of such Unit Owner bears to the aggregate Common Interest of all Unit Owners.

Officers

The principal officers of the Condominium shall be (a) for the Residential Section, a President, Vice President, Secretary and Treasurer thereof, all of whom shall be elected by the Residential Board, (b) for the Commercial Section, a President, Vice-President, Secretary and Treasurer thereof, all of whom shall be elected by the Commercial Board, and (c) for the entire Condominium, (i) a President thereof, who shall be the same person serving as President of the Residential Section, (ii) a Vice President and Treasurer thereof, who shall be the same person serving as President of the Commercial Section; and (iii) a Secretary thereof, who shall be the same person serving as Secretary of the Residential Section. The Condominium Board, Commercial Board and the Residential Board may each appoint an Assistant Treasurer, Assistant Secretary and such other officers as in their judgment may be desirable. Any officer or director of the Residential Section may also be an officer or director of the Commercial Section and any officer or director of the Commercial Section may also be an officer or director of the Residential Section. None of the officers of the Residential Board, the Commercial Board or the Condominium Board need be Unit Owners or have any interest therein or be Board members until the first organizational meeting of

the Residential Board after the first annual meeting of Residential Unit Owners. Thereafter, the President and Vice President of the Residential Board must be members of the Residential Board. All officers shall serve without compensation from the Condominium. The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the Board of Managers and of Unit Owners. The Vice President shall take the place of the President in his or her absence. The Secretary shall be empowered to take and keep minutes of all meetings and to keep the books and records of the Condominium. The Treasurer shall be responsible for the funds of the Condominium and for accurately keeping the financial records and books of the Condominium. The Board of Managers, in its discretion, shall delegate such powers to the officers as it sees fit to execute agreements, contracts, deeds, leases and checks etc. on behalf of the Condominium.

Severance of Ownership Prohibited

Each conveyance of a Unit by a Unit Owner shall include as part of the property to be conveyed, its undivided interest in the Common Elements, together with its interest in any Unit or Units acquired by the Board of Managers from Unit Owners electing to sell or lease such Unit or at a foreclosure or other judicial sale involving such Unit or Units, in accordance with the provisions of the By-Laws, all of which are interests appurtenant to its Unit.

Right of First Refusal; Units Acquired or Leased by Board of Managers

In administering the right of first refusal granted to the Board of Managers with respect to any sale or lease of a Residential Unit the Board shall be required to exercise such rights, if at all, within twenty (20) days of its receipt of written notice from a Unit Owner of the Unit Owner's intention to sell or lease the Unit to a bona fide grantee or lessee. Notice of the decision to exercise or waive such right must be given to the Unit Owner within five (5) days after the exercise of such decision and in any event within said twenty (20) day period by certified or registered mail. Failure of the Board to either exercise such right or to give notice of the exercise of such right within the time periods provided above shall constitute a waiver of the right of first refusal.

In the event the Residential Board does exercise its right of first refusal, the acquisition or lease of the Residential Unit may be made from the working capital and Common Charges of the Residential Section or, if such funds are insufficient, the Residential Board may assess each Residential Unit Owner, other than the offering Unit Owner, in proportion to each Unit Owner's percentage of Common Interest or may borrow money to finance such acquisition. The sole security which may be given for any funds so borrowed is the Unit to be acquired. The Residential Board may also assess each Residential Unit Owner, as provided above, for the cost of paying the Common Charges or rent and the maintenance of such Residential Unit. In the event any Residential Units are acquired or leased by the Residential Board, the title or lease shall be held by the Residential Board on behalf of all Residential Unit Owners in proportion to their percentage of Common Interest in the Residential Section and any sale or lease of such Unit shall be made by the Residential Board on behalf of all Unit Owners in proportion to their percentage of

Common Interests in the Residential Section. Such Residential Unit, while owned or leased by the Residential Board, may be used for any purpose for which it could be used by an individual Unit Owner. In no event, however, may the Board of Managers at any meeting of Unit Owners vote the votes appurtenant thereto.

Each Unit Owner, at the Closing of title to his or her Unit, shall be required to execute an instrument in the form of that contained in Part II in the section of the Plan titled "Power of Attorney", designating the Board of Managers and their successors, as its attorneys in fact, coupled with an interest, for the purpose of selling, conveying, mortgaging, leasing, subleasing (but not voting the votes of) or otherwise dealing with Units acquired by the Board of Managers or their designee, on behalf of all Unit Owners.

Review of Real Estate Tax Assessments

It shall be the responsibility of the individual Unit Owners, at their sole cost and expense, to review the real estate tax assessments of their Units and, if they so desire, to take any steps necessary to review and/or challenge such assessments. Notwithstanding the foregoing, if proceedings are pending for the reduction of real estate taxes on the land and building for the tax year in which the First Unit Closing occurs, the Condominium will continue such proceedings with the attorney previously employed by the Sponsor. Sponsor shall have the sole right to negotiate and settle all claims in connection with said proceedings. The cost of such proceedings, including legal fees, and (in the event taxes are reduced) any refund shall be apportioned between the Sponsor and the respective Unit Owners according to the ownership of the Property during respective portions of the tax year. Any refund covering a period prior to the First Unit Closing and all expenses incurred in connection with the obtaining such refund, shall belong to and be incurred by the Sponsor alone.

Amendments to Condominium Declaration and By-Laws

The By-Laws of the Condominium may be modified or amended by the affirmative vote of Unit Owners owning not less than sixty-six and two-thirds percent of the Units and whose percentage of Common Interest, in the aggregate equals or exceeds sixty-six and two-thirds percent. However, for as long as Sponsor or its designee owns title to one or more Units, the Rules and Regulations of the Condominium, or the By-Laws may not be amended in a manner which would adversely affect the Sponsor or its designee in any way, in Sponsor's sole discretion, unless the Sponsor or its designee gives its written consent to such an amendment. Additionally, (i) no such amendment shall adversely affect the lien of any mortgage without the written consent of the mortgagee; (ii) no such amendment may change the percentage of Common Interests allocated to any Unit or Units without the written consent of such Owner; (iii) no such amendment shall increase the percentage of Common Interests allocated to any Unit or Units without the written consent of the mortgagee(s) of such Unit, or Units, if any.

RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARD OF MANAGERS

Sale and Lease of Units

Each Residential Unit Owner, other than Sponsor or its designee with respect to any Unsold Units, may sell or lease his or her Residential Unit, but only after the owner first gives the Residential Board of Managers notice of his or her intention to do so, accompanied by the terms of the offer as set forth in Article VIII of the By-Laws. The Residential Board of Managers, on behalf of all Residential Unit Owners, will have the exclusive right to elect, within twenty (20) days after receipt of the notice of sale, to purchase the Residential Unit, or to elect, within twenty (20) days after receipt of the notice of lease, to lease the Residential Unit, on the same terms set forth in the offer, as more specifically set forth in Article VIII of the By-Laws. If the Residential Board of Managers does not elect to purchase or lease the Residential Unit within twenty (20) days after receipt of notice, the Sponsor shall have the exclusive right to elect within five (5) days, from the expiration of such twentieth day, to elect to purchase or lease the Residential Unit on the same terms as set forth in the notice. If the Residential Board of Managers notifies the Residential Unit Owner of their election to purchase or lease the Residential Unit within the aforementioned time periods, the Residential Unit Owner will have thirty (30) days after the expiration of the twenty-fifth (25th) day to contract to sell the Residential Unit or lease the Residential Unit in accordance with the terms stated in the offer. After the expiration of the thirty (30) day period, the Residential Unit Owner will again be required to first offer the Residential Unit to the Residential Board of Managers as provided above.

In the event the Residential Board of Managers does exercise its right of first refusal, the acquisition or lease of the Residential Unit may be made from the working capital and Common Charges or, if such funds are insufficient, the Residential Board of Managers may assess each Residential Unit Owner, other than the offering Residential Unit Owner, in proportion to each Residential Unit Owner's percentage of Common Interest for any funds so borrowed for the Residential Unit to be acquired. The Residential Board of Managers may also assess each Residential Unit Owner, as provided above, for the cost of paying the Common Charges or rent and the maintenance of such Residential Unit. In the event any Residential Units are acquired or leased by the Residential Board of Managers the title or lease shall be held by the Residential Board of Managers on behalf of all Residential Unit Owners in proportion to their percentage of Common Interest and any sale or lease of such Unit shall be made by the Residential Board of Managers on behalf of the Residential Unit Owners in proportion to their percentage of Common Interests. Such Residential Unit, while owned or leased by the Residential Board of Managers, may be used for any purpose for which it could be used by an individual Residential Unit Owner. In no event, however, may the Residential Board of Mangers at any meeting of Residential Unit Owners vote the votes appurtenant thereto.

Each Residential Unit Owner, at the closing of title to his or her Residential Unit, shall be required to execute an instrument in the form of that contained in Part II in the section of the Plan entitled "Power of Attorney", designating the Residential Board of Managers and their successors,

as his or her attorneys in fact, coupled with an interest, for the purpose of selling, conveying, mortgaging, leasing, subleasing (but not voting the votes of) or otherwise dealing with Residential Units acquired by the Residential Board of Managers or their designee, on behalf of all Residential Unit Owners.

The foregoing restrictions upon the sale and lease of Residential Units will not apply to Sponsor or its designee with respect to any Unsold Residential Units, or to Residential Units acquired by a mortgagee in foreclosure or by deed in lieu of foreclosure, which will be free to sell or lease without first offering to sell or lease to the Residential Condominium Board or the Sponsor.

Each conveyance of a Residential Unit by a Residential Unit Owner shall include, as part of the property to be conveyed, the Residential Unit Owner's: (i) Common Interest; (ii) undivided interest in any Residential Unit or Residential Units acquired by the Residential Condominium Board from Residential Unit Owners (or the proceeds received at a foreclosure or other judicial sale of a Residential Unit); and (iii) undivided interest in any other assets of the Condominium. In addition, title to a Residential Unit may not be conveyed unless all unpaid Common Charges and liens against such Residential Unit, other than mortgages placed on such Residential Unit in compliance with the By-Laws, are paid and satisfied at or prior to closing. At the time of acquisition of a Residential Unit and as a condition thereof, the new Residential Unit Owner will be required to execute, acknowledge and deliver a Residential Unit Owner's Power of Attorney in favor of the Residential Condominium Board, in the form set forth in Part II of this Plan.

The lease for any Residential Unit (other than Unsold Residential Units) will be in substantially the form of lease printed by Julius Blumberg, Inc., or the Real Estate Board of New York, Inc., with such modifications as shall be approved in writing by the Residential Condominium Board.

A Residential Unit Owner may, without restriction, make a gift of his or her Residential Unit to anyone during his or her lifetime, to devise such Residential Unit by will or to pass same by intestacy.

The Condominium Board(s) may not discriminate against any person for a reason proscribed by the laws of the State of New York.

Compliance with all laws, rules and regulations concerning the lawful use and occupancy of any Unit will be the sole responsibility of the Owner of such Unit and each Unit Owner shall indemnify and hold the Board(s) of Managers and all other Unit Owners harmless from and against any claim, loss, cost, damage, expense or liability arising from the failure of that Unit Owner to comply with such laws, rules and regulations.

Mortgage of Units

Each Unit Owner, after notice to Board of Managers is free to mortgage his or her Unit to a "Permitted Mortgagee", provided that prior to or simultaneously with the closing of any mortgage transaction, the Unit Owner must satisfy all arrearages for any unpaid Common Charges and assessments owed by such Unit Owner and discharge any liens affecting the Unit, other than Permitted Mortgages.

Determination of and Liens for Nonpayment of Common Charges

Each Unit Owner shall have an obligation to pay Common Charges and assessments on other expenses when due. Common Charges for each Unit shall be determined by multiplying that Unit's percentage of Common Interest by the total annual net expenses incurred or anticipated to be incurred for those items listed in Schedule B herein, together with the expense of any special repairs, major capital improvements or other expenses deemed by the Board of Managers to be a part of the Common Expenses and to be paid as Common Charges, all in accordance with Article VI, Section 1 of the By-Laws of the Condominium. Common Charges will be established on an annual basis and be paid in equal monthly installments, due and payable on the first day of each month. The Board of Managers may, in accordance with Article VI, Section 1 of the By-Laws, impose special assessments as it deems necessary, to meet unanticipated or extraordinary expenses, including, but not limited to, expenses incurred for major capital improvements. The special assessment to be paid by each Unit Owner shall also be determined in accordance with the Unit Owner's percentage of Common Interest.

Under the provisions of Section 339-z of the Real Property Law of the State of New York, the Board of Managers on behalf of the Unit Owners will have a lien on each Unit for unpaid Common Charges assessed by the Board of Managers. Such lien will be subordinate only to liens for real estate taxes on the Unit and to any sums unpaid on a first mortgage of record thereon. Any lien for unpaid Common Charges against a Unit shall be effective from and after the filing of notice thereof in the Register of the City of New York, County of New York, New York and until all sums secured thereby with the interest 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 may be earlier. Such lien may be foreclosed by a suit brought in the name of the Board of Managers acting on behalf of the Unit Owners in like manner as the foreclosure of a mortgage on real property or an action may be brought by the Board of Managers to recover the unpaid Common Charges without foreclosing the lien.

Upon the failure of a Unit Owner to pay Common Charges for the Unit within fifteen days of the same becoming due and payable, the Board of Managers shall have the right to place a lien against the Unit Owner's Unit for the unpaid Common Charges as set forth above. Failure of the Board of Managers to place such a lien shall not constitute a waiver of the right to do so at a later date or with respect to a subsequent failure to pay within the designated time.

No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against his or her Unit subsequent to a sale, transfer, or other conveyance made by him or her of his or her Unit, with appurtenant Common Elements, in accordance with the Declaration

and By-Laws.

All Unit Owners shall be required to comply with the Declaration, By-Laws, Rules and Regulations of the Condominium and with any other requirements duly imposed by the Board of Managers pursuant to the authority granted to them. The Board of Managers shall have the power to impose appropriate sanctions where a Unit Owner is in default. Such sanctions include placing a lien against the Unit Owner's Unit, instituting foreclosure proceedings and filing suit against a Unit Owner.

Subsection kk to Section 339 of the Real Property Law ("RPL"), a copy of which is set forth in Part II of the Plan, is applicable to all condominiums in the State of New York. RPL §339-kk is intended to provide additional financial protection for a condominium association if a sponsor or other non-occupant unit owner of a residential unit fails to make monthly payments for common charges, assessments and late fees due in connection with such owner's units. Please refer to the Section of the Plan entitled "Rights and Obligations of Sponsor" under the subsection entitled "Real Property Law §339-kk" for further details.

Repairs

All maintenance of and repairs to any Unit, electrical (except Common Elements), plumbing (except Common Elements) as well as the washing of exterior windows shall be at the Unit Owner's expense, excepting as otherwise specifically provided in the By-Laws.

All maintenance, repairs and replacements to the Common Elements as defined in the Declaration, shall be made by the Board of Managers and be charged to all the Unit Owners as a Common Expense, excepting to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expense shall be charged to such Unit Owner. Maintenance, repair and replacements in or to the Common Elements as defined in the Declaration will be performed by the Board of Managers as a Common Expense, or by the Unit Owner having direct and exclusive access thereto at his or her sole cost and expense, if involving a Limited Common Element such as a roofing surface and/or a roof deck above such surface or as a result of the Unit Owner's negligence, misuse or neglect.

The violation of any rule or regulation adopted by the Board of Managers, or the breach of any By-Law, or the breach of any provision of the Declaration, shall give the Board of Managers the right, in addition to any other right set forth in the By-Laws: (a) upon reasonable notice to the Unit Owner, to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions of the By-Laws (provided, however, that no prior notice shall be required in the event the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Property of the Condominium or for the safety of residents of the Condominium or other persons or required to avoid the suspension of any necessary service to the Condominium); or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any

such breach; and (c) in any event charge the Unit Owner with the cost of reasonable legal and other fees and costs incurred in enjoining, abating or remedying such violation.

Additions, Alterations and Improvements

Sponsor or its designee may make non-structural alterations in any Unit owned by it or with respect to any Limited Common Element for which it has exclusive use without prior consent of the Board of Managers. With respect to other Unit Owners, a non-structural alteration to a Unit that does not affect the exterior of the Building or the value of other Units may be made by any Unit Owner without consent of the Board of Managers. Any change as to the number of rooms in a Unit shall be deemed to be a structural alteration. No Unit Owner, other than the Sponsor, or its designee, as a holder of Unsold Units, may make a structural alteration in its Unit or with respect to any Limited Common Element for which it has exclusive use or which affects the exterior of the Building or the value of other Units without the prior written approval of the Board of Managers. The Sponsor or its designee need no such consent for any of their Units. Any approval, if granted, shall provide that such alteration shall be at the Unit Owner's sole cost and expense, that work shall be done in accordance with all governmental or quasi-governmental laws, rules, regulations, codes and ordinances, that all work shall be done by reputable contractors with adequate liability, property damage and worker's compensation insurances (certificates for which shall be delivered to the Board of Managers prior to the commencement of construction), that any additions, alterations or improvements shall be maintained in their entirety by said Unit Owner who shall also be responsible for any repairs, including structural repairs, to such addition in any event, and to the Unit and any Common Elements where such repairs become necessary due to additional stresses caused by the structural alteration or due to improper design or construction of the structural alteration. Such approval shall further provide that the Unit Owner shall reimburse the Board of Managers for any out-of-pocket expenses incurred by the Board of Managers in connection with the granting of such approval and in connection with any services provided to such alteration. Such expenses may include, but shall not be limited to, any fees of an attorney and/or fees of an architect consulted in connection with the request by a Unit Owner for approval of a structural alteration.

Finally, any approval, if granted shall be subject to regulation by the Condominium as to any one or more of the following aspects of construction:

1. time periods during which work is permitted;

2. the manner in which construction debris will be handled;

3. measures which must be taken to prevent compromising security of the Building during construction;

4. the interruption of services during construction; and

5. liability insurance for contractors during construction.

The Board of Managers and/or the manager or managing agent shall have a right of access to any Unit for the purpose of inspection, making any repairs or replacements to any of the Common Elements or Limited Common Elements contained in such Unit or elsewhere in the Building, remedying any condition which would result in damage to any other Unit or to the Common Elements or Limited Common Elements, or which would violate the provisions of any mortgage encumbering another Unit, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof, or to cure any defaults by a Unit Owner or for any other purposes permitted by the By-Laws.

Certain structures cannot be built as of right with respect to the City of New York Building Code and require a variance from the City Board of Standards and Appeals. If the Board does not consent to the proposed alteration, an application for a variance is moot, since the Board would not permit the proposed alteration in any event.

If a Unit Owner does not need the consent of the Condominium for such alteration, but a variance is needed, such a variance may be denied if it is opposed by the Board of Managers at the Condominium. Structures that increase the size of the Building require a variance. These structures include: additional floors, additional penthouses, roof mezzanines, greenhouses and gazebos.

Subject to the By-Laws and Rules and Regulations of the Condominium, which, among other requirements, assigns responsibility for negligence, misuse or neglect, a Unit Owner who has an exclusive terrace area may, without a Department of Buildings permit, install plantings and furniture on it.

Insurance

The Board of Managers shall be required to obtain and maintain the following insurance: fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the Building containing the Units, including all of the Units and all fixtures installed therein by the Sponsor and any property customary to the servicing and general occupancy, (but not including furniture, furnishings, equipment or other personal property supplied or installed by Unit Owners), together with all service machinery contained therein and covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interest may appear, in an aggregate amount to be determined by the Board of Managers but in no event to be less than eighty percent (80%) of the full replacement cost of the Building, including the above noted items, but exclusive of footings and foundations, as approved by a fire insurance company or a qualified insurance broker. All such policies shall provide that adjustment of loss, if over $1,000,000.00, shall be made by the Board of Managers with approval of the Insurance Trustee, if any. Additionally, the net proceeds of such adjustment, if $1,000,000.00 or less, shall be payable to the Board of Managers, and if more than $1,000,000.00 shall be payable to the Insurance Trustee, if any, to be applied for the purpose of repairing, restoring or rebuilding the Building unless otherwise determined by the Unit Owners. At the First Unit Closing, the fire

insurance coverage of the Building shall be $ 20,000.00. Said coverage shall be maintained while Sponsor is in control of the Board of Managers.

The Board of Managers shall have the right to select an Insurance Trustee as such term is defined in the By-Laws of the Condominium.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners or of the invalidity arising from any acts of the insured or any Unit Owners, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of Units. The standard mortgagee loss payable clause shall be attached to all policies.

The cost of all such insurance and the fees and expenses of the Insurance Trustee shall be paid by the Board of Managers and shall constitute a Common Expense.

The Board of Managers shall also obtain and maintain to the extent obtainable: (1) worker's compensation insurance for Condominium employees, if any; (2) public liability insurance covering each member of the Board of Managers and each Unit Owner in such limits as the Board of Managers may deem proper, and covering all claims for bodily injury or property damage arising out of any occurrence in the Common Elements or the Units, except that such policy will not cover liability of a Unit Owner arising from occurrences within his own Unit. The Board of Managers shall review such limits once each year. The public liability insurance will also cover cross-liability claims of one insured against another. Until the first meeting of the Board of Managers elected by the Unit Owners the public liability insurance will be in a limit of at least $1,000,000.00 covering all claims for bodily injury with respect to any one occurrence.

If, by reason of the occupancy or use of any particular Unit, the rate of fire or liability insurance for the Property shall be increased, such Unit Owner shall (if such occupancy or use continues for more than thirty (30) days after written notice from the Board of Managers specifying the occupancy or use) become liable for the additional insurance premiums incurred by the Condominium as if such additional premium constituted an assessment.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit, provided that all such policies contain waivers of subrogation, and further provided that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

In the event of a fire or other casualty in which more than eighty percent (80%) of the Building is destroyed or substantially damaged, repairs and/or restoration will be made if Unit Owners whose percentage of Common Interest, in the aggregate, is at least eighty per cent (80%) of the Total Common Interest, affirmatively vote for such a course of action. If no such affirmative vote is given then the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor.

Use of Units

The Non-Residential Units may be used for any lawful purpose, including, without limitation, department and other retail stores, parking, theaters, banks, restaurants, commercial and professional offices, studios and storage space. One of the Non-Residential Units will, consisting of approximately 7,000 square feet shall be used for not-for-profit community facility purposes, as this term is defined in the New York City Zoning Resolution of September 1, 1989, as required pursuant to the Restrictive Declaration, dated May 11, 1990, recorded in Reel 1696, Page 563. The Sponsor will not lease or permit any space in the Non-Residential Unit(s) as a movie theater, bowling alley, dance hail, discotheque, bakery, restaurant, bar, and/or supermarket. The Residential Units may only be used for residential purposes.

Compliance with all laws, rules and regulations concerning the lawful use and occupancy of any Unit will be the sole responsibility of the Owner of such Unit and each Unit Owner shall indemnify and hold the Board of Managers and all other Unit Owners harmless from and against any claim, loss, cost, damage, expense or liability arising from the failure of that Unit Owner to comply with such laws, rules and regulations.

No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted in any part of the Units or Common Elements, nor shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted in any Unit therein or adjoining Common Elements, nor shall any Unit be rented for transient, hotel or motel purposes. The right, however, is reserved by the Sponsor, its designee and the Board of Managers, or its agent, to place "For Sale", "For Rent" or "For Lease" or similar signs on any Unsold or unoccupied Units. Additionally, the right is reserved by Sponsor and its designee to maintain and staff one or more vacant and Unsold Units in the Building as a sales, leasing or administrative office and/or model Unit. Sponsor and its designee shall have the right to place "For Sale," "For Rent" or "For Lease" signs or similar signs on or in the vicinity of the Building or on the facade of the Building. Sponsor or its designee shall be responsible for installing and removing such signs.

There shall be no playing or lounging in the entrances, passages, public halls, vestibules, corridors, stairways, or fire towers of the Building, except in any recreational areas, if any, or other areas designated as such in the Declaration or by the Board of Managers.

Except as elsewhere provided, no exterior of any Unit or the windows or doors thereof or any other portions of the Residential Elements shall be painted or decorated by any Owner in any manner without prior written consent of the Residential Board.

No furniture, equipment, or other personal articles shall be placed in entrances, hallways, stairways, or other Common Elements.

No Unit Owner shall make or permit any noise that will disturb or annoy the occupants of

any of the Units in the Building or do or permit anything to be done therein which will interfere with the rights, comfort, or convenience of other Unit Owners.

Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows of a Unit, any dirt or other substances. In addition, where applicable, each Unit Owner shall keep his or her terrace and terrace drain(s) free of debris.

Except as otherwise provided above, no exterior shades, awnings, window guards, ventilators, fans or air-conditioning devices shall be used on or about the Building or Common Elements except such as shall have been approved by the Board of Managers or as required by law.

Except as provided above, no sign, notice, lettering, or advertisement shall be inscribed or exposed on or at any window, door, or other part of a Unit or adjoining Common Element except such as shall have been approved in writing by the Board of Managers, nor shall anything be projected out of any window of the Building without similar approval.

All garbage and refuse from the Building shall be deposited with care in plastic bags or other suitable receptacles intended for such purpose only at such times and in such manner as the Board of Managers may direct. Unit Owners shall be responsible for complying with all applicable recycling laws pertaining thereto.

No clothes, sheets, blankets, laundry, or other articles of any kind shall be hung on or out of a Unit or its appurtenant Limited Common Elements.

Water closets and other water apparatus in the Building shall not be used for any purposes other than those for which they were constructed; nor shall any sweepings, rubbish, rags, paper, ashes, or any other article be thrown into the same. Any damage resulting from misuse of any water closet or other apparatus shall be paid for by the Unit Owner causing such damage.

No Unit Owner shall engage any employee of the Condominium for any private business of the Unit Owner without prior written consent of the Board of Managers.

No pets other than dogs, caged birds, cats and fish (which do not cause a nuisance, health hazard or unsanitary condition) shall permitted be kept or harbored in any Unit unless the same in each instance be expressly permitted in writing by the Board of Managers. Any such consent, if given, shall be revocable at any time by the Board of Managers. In no event shall "pit bulls" or similar dogs or other dangerous animals or non-domestic animals be permitted in any Unit. In no event shall any Unit Owner maintain more than two (2) pets (other than fish) in a Unit without the consent of the Board of Managers and in no event shall any animal be permitted in any of the public portions of the Building unless carried or on a leash. Unit Owners will be responsible to cleanup after their pets in common areas of the Building. The individual Unit Owners who keep an animal in the Building shall each indemnify the Board of Managers and hold it harmless against

any loss, liability, or damage of any kind or character whatsoever arising from or as a result of having any animal in the Building. No pigeons or other birds or animals shall be fed from the window sills, or other public portions of the Building, or on the sidewalk or street or walkway adjacent to the Building.

No radio or television aerial or dish shall be attached to or hung from the exterior of the Building without written approval of the Board of Managers.

The agents of the Board of Managers, and any contractor or workman authorized by them, may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration, By-Laws, or Rules and Regulations of the Condominium.

The Residential Board of Managers or the Managing Agent may retain a pass-key to each Residential Unit. If any lock is altered or a new lock is installed, the Board of Managers or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Residential Unit Owner is not personally present to open and permit an entry to his or her Residential Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Residential Board of Managers or the Managing Agent, then the Residential Board of Managers or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Residential Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Unit Owner's property).

If any key or keys are entrusted by a Residential Unit Owner, by any family member thereof, or by his agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Residential Unit Owner's Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Residential Unit Owner, and neither the Residential Board of Managers nor the Managing Agent shall (except as provided above) be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

No Residential Unit Owner or any visitor, guest, patient, employee or any client of a Residential Unit Owner shall be allowed in the heating, electrical or mechanical equipment areas without the express permission of the Residential Board of Managers.

All damage to the Building or Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such article.

No Unit Owner shall interfere in any manner with any portion of the heating or lighting apparatus which are part of the Common Elements and not part of the Unit Owner's Unit.

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 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 family members, agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his Unit or Limited Common Elements any inflammable, 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.

The Unit Owners shall not be allowed to put their names on any entry to the Building or entrance to any Unit, except in the proper places approved by the Board of Managers for such purposes.

Any damage to the Building or equipment caused by Unit Owners, their guests, visitors, clients, patients or employees shall be repaired at the expense of the said Unit Owner.

Complaints regarding the management of the Building and grounds or regarding the actions of other Unit Owners shall be made in writing to the Board of Managers.

No Unit shall be used or be occupied in such manner as to obstruct or interfere with the enjoyment of occupants or owners for adjoining Units; nor shall any nuisance or immoral or illegal activity be committed or permitted to occur in or about any Unit or upon any part of the Common Elements.

Certain parts of the Common Elements are intended for use for the purpose of affording pedestrian movement within the Condominium and for providing access to the Units. No part of the Common Elements shall be obstructed as to interfere with its use for the purposes hereinabove recited; nor shall any part of the Common Elements be used for general storage purposes, except maintenance storage or where specifically designated as such; nor shall anything be done thereon in any manner which shall increase the rate of hazard and liability insurance covering said area and improvements situated thereon.

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 bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit Owners, or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

Smoke detectors must be installed in every Residential Unit as required by New York City Building Code. It is the obligation of the Unit Owner to maintain the alarms and to make certain the units are in working order at all times.

Each Residential Unit Owner shall notify the Managing Agent in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Residential

Unit. Each Residential Unit Owner shall install at such Residential Unit Owner's expense, the required window guards in all windows of the Residential Unit. The Residential Unit Owner shall maintain all window guards installed in the Residential Unit and shall not remove same until permitted by applicable law and in any event, without full knowledge of the Managing Agent.

The cost of maintenance and repair of the sidewalks, and adjacent curbs, including keeping them free from snow, ice, dirt and rubbish, shall be the responsibility of the Condominium.

No group tour or exhibition of any part of a Residential Unit or its contents shall be conducted nor shall any auction sale be held in any part of a Residential Unit, without the consent of the Board of Managers or the Managing Agent in each instance.

Plantings on any terrace shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two inches from the terrace surface, and, if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such terrace, but shall stand on supports at least two inches above such surface. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Residential Unit Owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings.

There will be no barbecuing or cooking on any roof terrace. No Unit Owner shall use the common roof terrace before 10:00 AM or after 10:00 PM. No Unit Owner shall have more than 2 guests on the common roof terrace at anytime without the prior written consent of the Board. No articles or fixtures, shall be maintained, constructed, stored or allowed to stand on any terraces, other than furniture and equipment of the kind usually maintained on terraces. No umbrellas awnings or lawn furniture may be maintained on any terrace. No articles or fixtures, shall be permitted on any terrace which would in any way cause the Condominium's insurance to be increased. No pets will be permitted on the common roof terrace.

Any consent or approval given under the Rules and Regulations of the Condominium may be amended, modified, added to, or repealed at any time by resolution of the Board of Managers. Further, any such consent or approval may, in the discretion of the Board of Managers or the Managing Agent, be conditional in nature.

The House Rules of the Residential Section of the Condominium are set forth in Part II of this Offering Plan as an addendum to the By-Laws. The House Rules govern the use of the Residential Units and Common Elements and may be amended from time to time by the Residential Board. However, no amendment of the Rules and Regulations shall be applicable to any Unsold Residential Unit, unless agreed to by Sponsor or the Sponsor-designee.

REAL ESTATE TAX BENEFITS

Sponsor, through its counsel Seiden & Schein, P.C., has obtained a Declaratory Ruling from HPD dated December 15, 2004 (the "Prior Opinion Letter") regarding the eligibility of the Building for tax benefits pursuant to Section 421-a of the Real Property Tax Law ("Section 421-a").

The Prior Opinion Letter concludes that based on information provided by Sponsor's Counsel, the Property will be exempt from real estate taxes, other than assessments for local improvements, upon any increase in assessment over the prior assessed value, for the construction period or three (3) years, whichever is earlier and a twenty-five (25) year post-construction partial tax exemption as provided by Section 421-a. The prior assessed value is the lower of the actual or transitional assessed value of the land and building (if any) during the tax year prior to the commencement of construction. As construction commenced in February 2005 (in the New York City 2004/05 fiscal year), the mini-tax will be based on the the assessed value of the Property during the New York City 2003/2004 fiscal year. A copy of the Prior Opinion Letter follows this page. Taxes based on the prior assessed value may be higher or lower depending on the tax rate then in effect.

The Section 421-a program also provides that the Property will be eligible for a twenty-five (25) year tax exemption, as follows: one hundred percent (100%)exemption on any increase in the assessed value of the Property for the first 21 years, commencing on the July 1st following the Taxable Status Date (January 5) after receipt of a Temporary or Permanent Certificate of Occupancy covering all residential Units in the Building; eighty percent (80%) exemption in year 22; sixty percent (60%) exemption in year 23; forty percent (40%) exemption in year 24; and twenty percent (20%) exemption in year 25, with full taxes due and payable commencing with the 26th year.

Sponsor represents that it will use its best efforts to obtain 421-a Benefits. The Sponsor will keep all records required by HPD to obtain 421-a Benefits and will make said records available to HPD whenever reasonably requested to do so. Sponsor will make all 421-a Benefit documents available to the Condominium upon request, for inspection and copying for the duration of the 421-a Benefits.

Notwithstanding anything above or in the attached letter to the contrary, Sponsor makes no representation or warranty that the Building will receive Section 421-a Benefits, and no representation or warranty as to the date such benefits will take effect if they are received.

The City of New York

DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT
SHAUN DONOVAN, Commissioner

Office of Development
DIVISION OF HOUSING FINANCE
100 GOLD STREET, NEW YORK, N.Y. 10038

RAFAEL E. CESTERO, Deputy Commissioner
AILEEN C. GRIBBIN, Associate Commissioner

December 15, 2004

Jay G. Seiden, Esq.
Seiden & Schein, P.C.
570 Lexington Avenue
New York, NY 10022
Phone: (212) 935-1400; Fax: (212) 593-4545

Re: 258-264 St. Nicholas Avenue
Block 1950, Lot 24
Borough of Manhattan
Declaratory Ruling No. 1511 (§421-a)

Dear Mr. Seiden:

I am writing in response to your request dated December 9, 2004, for a declaratory ruling pursuant to §6-05(g) of Chapter 6 of Title 28 of the Rules of the City of New York (the "Rules") regarding the eligibility of a construction project (the "Project") at the above referenced site (the "Site") for tax benefits pursuant to §421-a of the Real Property Tax Law ("§421-a"), §11-245 and §11-245.1 of the Administrative Code ("§11-245"), and the Rules.

I. Eligibility Requirements

To be eligible for §421-a tax benefits, the Project must comply with each of the eligibility requirements set forth in §421-a and the Rules. The application of these requirements to the Project is discussed in detail below. Capitalized terms not defined herein have the respective meanings given in the Rules.

A. Location Requirements

1. Geographic Exclusion Area Limitation

Sections 6-02(b)(2) and 6-02(c)(10) of the Rules provide that a project in the Geographic Exclusion Area is eligible for §421-a tax benefits only if carried out with Substantial Governmental Assistance or if Affordable Units are created in accordance with the requirements of §6-08 of the Rules.

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The Project is not located in the Geographic Exclusion Area and therefore is not subject to these limitations.

2. Public and Private Park Limitation

Paragraphs (5) and (6) of §6-02(c) of the Rules bar §421-a benefits for projects situated on land mapped as a public park (with certain exceptions) or utilized for ten (10) or more consecutive years immediately prior to October 1, 1971 as a private park (as defined in §6-02(c)(6) of the Rules). You state and we assume that the Site does not fall within either category.

B. Site Requirements

Section 6-02(f) of the Rules states that for a project to be eligible for §421-a benefits, the land on which it is located must have been "vacant, predominantly vacant, under-utilized, or improved with a non-conforming use on the operative date." "Operative Date" means, in the case of the Project, thirty-six (36) months prior to the Commencement of Construction.

Under §6-02(f)(3)(F)(b) of the Rules, where Commencement of Construction occurred on or after October 30, 2002, land outside of Manhattan or in Manhattan north of 110th Street is under-utilized if, on the Operative Date, it was improved with a non-residential building or buildings each of which had an Actual Assessed Valuation equal to or less than seventy-five percent (75%) of the Actual Assessed Valuation of the land on which the building or buildings were situated.

You indicate that the Commencement of Construction is expected to occur in either the 2004/2005 or 2005/2006 fiscal year.[1] Accordingly, the Operative Date will have occurred in either the 2001/2002 or 2002/2003 fiscal year.

You have submitted a certified printout of Department of Finance records showing that lot 24 was improved with a non-residential building designated as tax class 4, and the Actual Assessed Valuation of the land and the improvements on lot 24 in the 2001/2002 and 2002/2003 fiscal years were as follows:

[1] Fiscal year refers to the 365 day New York City year for budget and tax purposes from July 1 through June 30. For example, both September 27, 2004 and February 25, 2005 fall in fiscal year 2004/2005.

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Lot Number	Fiscal Year	Land Actual Assessed Valuation	Building Actual Assessed Valuation	Ratio of Building to Land Actual Assessed Valuation
24	2001/2002	$85,500	$4,500	5.3%
24	2002/2003	$85,500	$7,200	8.4%

Accordingly, on each of the potential Operative Dates, the lot was improved with a non-residential building whose Actual Assessed Valuation was equal to or less than seventy-five (75%) of the Actual Assessed Valuation of the land on which the non-residential building was situated. Accordingly, the Site qualifies as under-utilized for the purposes of the Rules.

C. Project Requirements

1. New Multiple Dwelling

Section 6-02(b) of the Rules provides that a project is eligible for §421-a benefits only if it is a "new multiple dwelling." Section 6-02(c)(2) states that Multiple Dwellings resulting from the conversion or rehabilitation of a building or structure are ineligible for benefits, and §6-01 of the Rules (in the definition of "Commencement of Construction") provides that:

> construction shall not commence prior to issuance by the Department of Buildings of either (i) a building or alteration permit for the construction of an entirely new multiple dwelling, the footprint of which consisted entirely of vacant and unimproved land upon such date, or (ii) an alteration permit for the construction of a new multiple dwelling above, and on an entirely separate tax lot from, one or more existing structures which are to be retained, provided that only the floor area attributable to the new multiple dwelling, and any eligible commercial, community facility or accessory use space within such new structure shall be eligible for benefits under the Act.

In addition, §421-a(1)(c), which defines a "Multiple Dwelling," provides that, with certain exceptions not pertinent here, a new Multiple Dwelling shall include new residential construction and the concurrent conversion, alteration or improvement of a pre-existing building or structure provided that no more than forty-nine percent (49%) of the Aggregate Floor Area ("AFA") of the Multiple Dwelling consists of the pre-existing building or structure.

You indicate and we assume that the Project will be carried out pursuant to an alteration permit issued by the Department of Buildings for construction of a new Multiple Dwelling involving new residential construction and the concurrent conversion, alteration or improvement of a pre-existing building that will be partially retained. You have submitted a statement from

12.5.04

James McCullar of James McCullar & Associates Architects, dated December 9, 2004, which explains that the floors above the fourth story of the pre-existing building will be entirely removed and portions of the remaining floors retained. Mr. McCullar further states and we assume that upon completion the Project will contain an AFA of 85,233.82 square feet, of which 24,455.32 square feet or 28.69% will consist of the pre-existing building. Therefore, no more than 49% of the Project will consist of the pre-existing building or structure that was converted, altered or improved, and the Project will constitute a new Multiple Dwelling for purposes of §6-02(b) of the Rules. We assume that upon application you will submit photographs and documentation of the progress of construction, and that the certificate of occupancy, permits and the plans approved by the Department of Buildings submitted with the §421-a application will confirm these representations. Accordingly, the Project will meet the requirements set forth above.

2. Not Used as a Hotel or for Single Room Occupancy

Paragraphs (3) and (4) of §6-02(c) of the Rules deem any building or portion thereof which is used as a Hotel or for Single Room Occupancy ineligible for §421-a benefits. You state and we assume that no such use of the Project will occur.

D. Construction Requirements

1. Number of Rooms

Section 6-02(e)(2) of the Rules requires that in a project containing more than one hundred (100) dwelling units, not less than ten percent (10%) of the dwelling units shall contain at least 4½ rooms and, in addition, not less than fifteen percent (15%) of the dwelling units shall contain at least 3½ rooms. The number of rooms shall be computed in accordance with the definition of "Room Count" in §6-01(c) of the Rules.

You state and we assume that the Project will consist of approximately fifty-two (52) dwelling units. Accordingly, the Project will not be subject to this requirement.

2. Class A Unit Replacement

Section 6-02(e)(3) of the Rules requires that a project with more than twenty (20) dwelling units contain at least five (5) dwelling units for each Class A dwelling unit in existence one month prior to the Commencement of Construction.

Because the Site contained no Class A dwelling units during the specified period, the Project is not subject to this requirement.

E. Limitation on Other Real Estate Tax Benefits

Section 421-a(2)(c)(i) provides that a Multiple Dwelling shall be eligible for tax benefits pursuant to that section only if "exemption from taxes is not availed of concurrently under any other law." Section 6-02(c)(1) of the Rules provides a limited exception for condominium units which are not taxed by reason of the exempt status of the owner.

You state and we assume that the Project will not receive real estate tax benefits under any other State or local law.

F. Timing Requirements

1. Project Commencement

Sections 6-02(b)(1) and 6-02(b)(3) of the Rules require that Commencement of Construction occur before December 31, 2007. You state and we assume that the Project will comply with this requirement.

2. Application Timing

Sections 6-05(b) and 6-05(d) of the Rules impose specific timing requirements for filing applications for preliminary and final certificates of eligibility. You state and we assume that the Project will comply with these requirements.

G. Condominium/Cooperative Requirement

Section 6-05(d)(1)(iii) of the Rules requires that if a project is to be owned as a cooperative or a condominium, the owner must provide a statement that if the prospective cooperative or condominium plan has not been declared effective for filing at a time fifteen months after the issuance of a final certificate of eligibility, such owner will register these rental units with the New York State Division of Housing and Community Renewal within fifteen days after such fifteen month period, or if the building is not occupied, an affidavit stating that the owner shall register all units as they become occupied. You state and we assume that the Project will be owned as condominiums and that it will comply with this requirement.

H. Community Board Notice Requirement

Section 6-03 of the Rules requires that a §421-a application for a project containing more than twenty (20) dwelling units be submitted to the community board in the area in which the project is located. You state and we assume that the Project will comply with this notice requirement.

12.5.04

I. Rent Limitations

Section 6-04 of the Rules imposes a cap on the initial monthly rent which may be charged in a project receiving §421-a benefits. You indicate that the residential units will be owned as condominiums. Therefore, this rental cap requirement will not pertain to the Project provided that the condominium plan is declared effective for filing within fifteen months after the issuance of a final certificate of eligibility.

II. Duration of Tax Benefits

Section 6-02(d) of the Rules establishes the duration of the §421-a partial tax exemption.

Section 6-02(d)(5) of the Rules states that a twenty-five (25) year post-construction exemption (as more particularly described therein) is available in all boroughs (except in Manhattan south of 110th Street) if a project is (i) located in (A) a Neighborhood Preservation Program Area (as determined by the Department as of June 1, 1985), (B) a Neighborhood Preservation Area (as determined by the New York City Planning Commission as of June 1, 1985), (C) an area eligible for mortgage insurance provided by the Rehabilitation Mortgage Insurance Corporation (REMIC) as of May 1, 1992, or (D) an area receiving funding for a neighborhood preservation project pursuant to the Neighborhood Reinvestment Corporation Act (42 U.S.C. §180 et seq.) as of June 1, 1985 or (ii) (A) is constructed with Substantial Governmental Assistance, or (B) is a building where the Department has imposed a requirement or has certified that 20 percent (20%) of the units are affordable to persons of Low and Moderate Income.

We confirm that the Project is located in an area eligible for mortgage insurance provided by the Rehabilitation Mortgage Insurance Corporation (REMIC) as of May 1, 1992. Accordingly, the Project will be eligible for a twenty-five (25) year post-construction partial tax exemption pursuant to §6-02(d)(5) of the Rules.

III. Reduction of Benefit for Excess Commercial, Community Facilities, and Accessory Use Space

Section 6-06(b) of the Rules provides that the tax exemption granted by §421-a will be reduced if the Project's Floor Area of Commercial, Community Facilities, and Accessory Use Space exceeds twelve percent (12%) of Aggregate Floor Area.

The Project's Floor Area of Commercial, Community Facilities, and Accessory Use Space and a resulting decrease in benefits, if any, will be determined in accordance with the Rules based on the building plans for the Project as built.

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IV. Conclusion

Based on the information provided by you and the assumptions stated herein, we conclude that the Project will be eligible for a construction period partial tax exemption and a twenty-five (25) year post-construction partial tax exemption, as provided by §421-a.

V. Scope of this Letter

Except as specifically stated herein, this letter is based solely upon the information provided by you and the assumptions stated herein, and we have not verified any of your statements or claims or investigated the accuracy of our assumptions. The Project must satisfy all statutory and regulatory requirements of §421-a in effect at the time of issuance of the certificate of eligibility in order to be eligible for benefits, and we cannot render a final determination regarding eligibility until all documentation required for a certificate of eligibility has been provided to us, reviewed and approved.

This letter relates only to the Project and the specific facts and circumstances thereof. It may not be used or relied upon in connection with any other application or project.

Each page of this letter is imprinted with the Tax Incentives raised seal, which is initialed and dated in blue ink.

In order to expedite processing, please include a copy of this letter when you apply for §421-a benefits.

Very truly yours,

Lisa S.J. Yee
Director, Tax Incentive Programs

cc: Nancy Batterman, Deputy General Counsel
Ronald Sinacori, 421-a Program
Margot Algase Sklar, Associate Deputy Director

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12/5/04

INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF CONDOMINIUM

A Residential Unit Owner will own his or her Residential Unit and its appurtenant Common Elements in fee simple absolute and each Unit will be a separate tax lot for purposes of New York City real estate taxes and assessments. Since each Unit Owner owns his or her Unit in fee simple absolute, he or she may mortgage his or her Unit and become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness.

As fully set forth in the tax opinion of Seiden & Schein, P.C. counsel to the Sponsor, in Part I of this Plan (the "Tax Opinion"), under present law, a Residential Unit Owner will, for Federal income tax purposes, be entitled to a deduction for mortgage interest and real estate taxes in the year paid or accrued under Sections 163 and 164.* These deductions are subject, however, to certain exceptions and limitations that are more particularly discussed in the Tax Opinion. These deductions may also affect an individual Unit Owner's liability for the alternative minimum Federal income tax. Each individual Residential Unit Owner will, for New York State and New York City income tax purposes, be entitled to similar deductions for the mortgage interest and real estate taxes paid or accrued during the taxable year. Such deductions may also affect his or her New York City minimum tax liability.

Once the Building is converted to condominium ownership, the affairs of the Condominium will be governed by three (3) Boards. Common Charges will be borne by all Unit Owners and assessed and collected by the Boards. Under present law, the exact tax status of the Condominium Board(s) is uncertain and no opinion has been rendered with respect to it. The Federal income tax consequences to the Condominium Board(s) with respect to the receipt of the Common Charges and of the expenditure of Condominium funds will depend on whether the Condominium Board(s):

(i) is treated as a conduit,
(ii) qualifies and elects to be taxed under Section 528, or
(iii) is treated as a corporation.

If the Condominium Board(s) are treated as a conduit, it will not be subject to tax. Rather, items of income, expenses, credits and deductions will be attributed to each Unit Owner in proportion to his Common Charges. Thus, for example, interest earned on funds reported by the Condominium Board would be taxed to the Unit Owners. There appear to be no judicial precedents directly supporting such treatment and the position of the Internal Revenue Service (the "Service"), which is described more fully below, appears to be that a condominium management association is an association taxable as a corporation.

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* All section references are to the Internal Revenue Code of 1986 unless otherwise indicated.

If it satisfies the requirements of Section 528, the Condominium Board(s) may elect to be exempt from Federal income tax on the Common Charges. Generally, those requirements are:

(i) The condominium management association must be organized and operated solely to provide for the acquisition, construction, management, maintenance, and care of association property;

(ii) Sixty percent or more of the gross income of the condominium management association must consist of assessments from Unit Owners ("Exempt Function Income");

(iii) Ninety percent of the expenditures of the condominium management association must be for the acquisition, construction, management, maintenance, and care of the condominium management association's property;

(iv) No part of the net earnings can inure to the benefit of private individuals other than by the acquisition, construction, management, or maintenance of the condominium management association's property or by rebates of excess assessments; and

(v) Substantially all of the Units must be used as residences.

Under the Treasury regulations issued pursuant to Section 528, a condominium management association must qualify annually for the election under Section 528, and additionally, it must make a separate election for each taxable year. Accordingly, the ability of the Condominium Board to elect the benefits of Section 528 will depend on the particular facts and circumstances prevailing in the taxable year at issue. It appears that these requirements will be met for a Section 528 election at least for the first year of operation.

A condominium management association meeting the requirements of Section 528 and electing to be exempt from Federal income tax on Exempt Function Income would be taxable at a rate of 30% on the amount by which other income exceeds the amount of allowable deductions that are directly connected with the production of such income. Such an association, however, would not be allowed certain deductions that are available to corporations that are not taxable under Section 528.

If the Condominium Board(s) either cannot qualify or chooses not to elect the benefits of Section 528, certain published rulings of the Service implicitly state that a condominium management association will be treated as an association taxable as a corporation. Consequently, it appears that the Condominium Board(s) would be taxable on that portion of the Common Charges which exceeds the deductible expenses paid or incurred by the Condominium Board(s) for the operation of the Condominium property. The Condominium would also be taxable on income derived from the interim investment of the Common Charges.

If the Condominium is treated as a corporation for Federal income tax purposes, the Condominium Board(s) might still contend that a portion of the Common Charges that it receives should not be includable in its gross income. For example, published rulings of the Service indicate that assessments collected by a condominium management association and expressly designated for use for specified capital improvements that are owned in common, and which are not commingled with funds collected for operating expenses or as contingency reserves, should not be included in the gross income of a condominium management association. No part of such an assessment may, however, be expended by the condominium management association for the benefit of an individual Owner.

In addition, in connection with assessments for ordinary operating expenses, such as the Common Charges, a condominium management association may not have any taxable income if the expenses of the condominium management association with respect to managing, operating, and replacing the common elements of the Condominium either equal the assessment or any excess amount is annually returned to unit owners or applied to the next year's assessment. Based on the facts in existence at the present time, it appears that the Condominium Board is unlikely to have a substantial amount of income other than the Common Charges.

Since Section 528 is not applicable, moreover, the Service has noted that a condominium management association may be eligible for the tax treatment afforded to certain cooperatives under Subchapter T of the Code.

If the Condominium Board(s) makes additional assessments to cover the amounts of any Federal, New York State, or New York City tax liability incurred, such additional assessments may also be taxable to the Condominium.

The foregoing summary is for informational purposes only and Sponsor's counsel expresses no opinion with respect to the likelihood of which method of taxation will be applied to the Condominium.

EACH PURCHASER SHOULD CONSULT HIS OR HER OWN TAX COUNSEL AS TO THE TAX CONSEQUENCES OF THE PLAN AND OF THE PURCHASE OF A UNIT.

SEIDEN & SCHEIN, P.C.

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COUNSEL'S TAX OPINION LETTER

April 4, 2005

258 Saint Nicholas Avenue LLC
303 South Broadway, Suite 102
Tarrytown, New York 10591

Re: Offering Plan for the Conversion to Condominium Ownership of The Dwyer Condominium 258 St Nicholas Avenue New York, New York

Gentlemen:

You have requested our opinion concerning (i) the availability of certain deductions for Federal, New York State and New York City income tax purposes (but not for purposes of the New York City earnings tax on non-residents) to persons who purchase Units for private Residential use ("Residential Unit Owners") under the Plan and (ii) the proper treatment by the Condominium Board for such income tax purposes of the Common Charges paid or borne by all Unit Owners. Except where otherwise indicated herein, the terms used in this opinion have the same meanings as in the Plan.

In this connection, we have reviewed the Plan, relevant sections of the Internal Revenue Code of 1986 ("Code"), the New York State Tax Law, the New York City Administrative Code, the Regulations promulgated thereunder and such other materials as we deemed relevant, and we have assumed that the closings under the Plan will occur in 2005.

I. Deductions for Mortgage Interest and Real Estate Taxes

A Unit Owner will own his Unit and its Appurtenant Interest in the Common Elements in fee simple absolute. Accordingly, each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit Owner will be individually liable for the payment of such real estate taxes.

A Unit Owner, per terms of the Offering Plan, may also mortgage such Unit(s) and become individually liable for the payment of any finance charges or interest on such mortgage indebtedness.

In our opinion, a non-corporate Residential Unit Owner who itemizes his deductions will be entitled to a deduction in computing his taxable income for Federal income tax purposes for bona fide mortgage interest incurred with respect to his Unit in the year paid or accrued provided that, up to the aggregate amount of $1,000,000.00 for all qualifying mortgages on all qualifying Units, A) the mortgage does not exceed the lesser of (i) the Owner's original basis in his Unit plus the cost of improvements, if any, or (ii) the fair market value of the Unit and B) his Unit is a "qualified residence." A Unit will be a "qualified residence" if it is either (i) the Owner's "principal residence" as that term is defined by Section 1034 or (ii) a residence as defined by Section 280A(d)(1) and the Owner selects it as a qualified residence. Thus, a single taxpayer or a married couple filing a joint return may have two, and only two, qualified residences. In the case of a married couple filing separate returns, each taxpayer may take into account a single "qualified residence", unless by written agreement they consent to one of them taking into account a principal residence and one other residence. Under Section 461(g) of the Code, no deduction will be allowed to a cash basis taxpayer in the year of payment for prepaid interest (other than points paid in certain cases).

In our opinion, a Unit Owner whose Unit is used by him for residential purposes will, for Federal income tax purposes, be entitled to a deduction for real estate taxes incurred with respect to his Unit in the year paid or accrued under Section 164 of the Code.

It is also our opinion that each Unit Owner whose Unit is used in an active profession and/or trade or business, other than the rental of such Unit, in which the Unit Owner materially participates, will, for Federal income tax purposes, be entitled to a deduction for real estate taxes incurred with respect to his Unit in the year paid or accrued under Section 164 of the Code.

Other rules are applicable to a Unit Owner if the Unit is to be used in a trade or business or is to be held for rental. In these cases, the Tax Reform Act of 1986 will have broad impact, and no opinion is offered as to the consequences to such a Residential Unit Owner.

It is also our opinion that each Residential Unit Owner will, for New York State and New York City income tax purposes, be entitled to the same deduction which is allowed for Federal income tax purposes for the mortgage interest and real estate taxes paid or accrued during the taxable year. Section 615 of the New York State Tax Law.

It should be noted, however, the benefit of a Unit Owner's deductions for interest and real estate taxes may be reduced if the Unit Owner is subject to the Federal alternative minimum tax, or the State or City minimum taxes. Section 55 of the Code. Sections 615 and 622 of the New York State Tax Law; Sections 11-1715 and 11-1722 of the City Code. In addition, it should be noted that state and local taxes, including real estate taxes, are not deductible for purposes of calculating an individual's federal alternative minimum taxable income, and that interest with

respect to a "qualified residence" is generally deductible only to the extent incurred in acquiring, constructing or rehabilitating a "qualified residence" or in refinancing, without an increase in the principal amount thereof, such an indebtedness; the difference in the treatment of these and other items, for federal alternative minimum tax purposes may result in a taxpayer becoming subject to such tax even though he has no items of tax preference.

It should be noted that our opinion as to the availability of deductions to a Unit Owner with respect to mortgage interest and real estate taxes in connection with his or her Unit used in an active profession and/or trade or business, other than the rental of such unit, is based on the assumption that such owner will have "at risk", within the meaning of Section 465 of the Internal Revenue Code, in such profession, trade or business, an amount equal to, or in excess of his losses in connection with said profession, trade or business, including such deduction.

II. **Common Charges**

Common Charges will be borne by the Unit Owners and assessed and collected by the Board of Managers ("Condominium Board").

Under Section 528 some Condominium Boards may be eligible to be exempt from tax on Common Charges collected from the Unit Owners, provided the requirements of Section 528 are met.

Generally, these requirements are:

(i) The condominium management association must be organized and operated solely to provide for the acquisition, construction, management, maintenance and care of association property;

(ii) Sixty percent or more of the gross income of the condominium management association must consist of assessments from Residential Unit Owners ("Exempt Function Income");

(iii) Ninety percent of the expenditures of the condominium management association must be for the acquisition, construction, management, maintenance, and care of the condominium management association's property;

(iv) No part of the net earnings can inure to the benefit of private individuals other than by the acquisition, construction, management, or maintenance of the condominium management association's property or by rebates of excess assessments; and

(v) Substantially all of the units must be used as residences.

Under the Treasury regulations issued pursuant to Section 528, a condominium management association must qualify annually for the election under Section 528, and additionally, it must make a separate election for each taxable year. Accordingly, the ability of the Condominium Board to

elect the benefits of Section 528 will depend on the particular facts and circumstances prevailing in the taxable year at issue.

It appears, based upon your representations to us, that the requirements will be met as the Offering Plan is currently structured. With respect to requirement (v) above "Substantially all" is interpreted in Treasury Regulation 1.528-4(b) as meaning at least 85% of the total square footage of all units in the project. Since all of the Units are residential with the exception of the Community Unit, which you have represented to us is less than 15% of the total square footage of all of the Units, the "Substantially all" requirement is met.

Assuming the Condominium Board is eligible to make a Section 528 election, it would still be subject to tax on any income not received as assessments or other such payment from Unit Owners; thus, if the Condominium Board realized interest income from funds on deposit, such interest may be taxable to it.

If an election under Section 528 is not in effect for the taxable year, the tax status of the Condominium Board will be governed by the rules in effect prior to the enactment of Section 528 ("existing law").

Under existing law, the tax status of the Condominium Board is uncertain. The Bylaws provide that the Condominium Board will act as the agent of the Unit Owners. Thus, the Condominium Board may take the position that it is simply a conduit for receipts and payments of the Unit Owners for whom it acts as agent and not a separate entity. In such case, the Unit Owners would themselves be taxable on any interest or similar income which is earned from investments of the amounts which are assessed and collected from the Unit Owners and/or held as reserve funds.

However, the Internal Revenue Service may contend that for purposes of those matters administered through the Condominium Board, such as the assessment and expenditure of Common Charges, the Unit Owners through the Condominium Board, constitute an association taxable as a corporation. In such event, such association may be deemed subject to the Federal corporate income tax (and also to New York State and New York City corporate income taxes) on the portion of the Common Charges which is deemed to constitute gross income of such association, to the extent that such portion (together with any income earned from other sources, such as interim investments of funds by such association) exceeds the current expenses paid or incurred through the Condominium Board which are deductible for Federal income tax purposes.

In this connection, published rulings indicate that Common Charges which are assessed by the Condominium Board and designated for use solely to make specified capital improvements and which are maintained in a separate bank account should not constitute gross income to such Board, either because it is deemed to receive and hold such Common Charges as agent for the Unit Owners from whom the assessments were collected (Revenue Ruling 75-370, 1975 - 2 Cumulative Bulletin 25), or because the assessed Common Charges are deemed to be nontaxable contributions to the capital of the association (Revenue Ruling 75-371, 1975 - 2 Cumulative Bulletin 52, *cf.* Concord Village, Inc., 65 T.C. 142 (1975)). However, if treated as contributions to the capital of the association, it should be noted that when such amounts (together with any other funds accumulated by the association) are expended for capital improvements, the Internal Revenue Service may

contend that the capital expenditures benefit the Unit Owners, and that each Unit Owner should therefore be treated as receiving a distribution equal to the fair market value of that benefit; under the usual rules applicable to distributions of associations, a distribution is first treated as taxable ordinary income to the extent of the distributee's proportionate share of the association's earnings and profits, then as a tax-free recovery of basis to the extent thereof, and the balance, if any, as capital gain.

In this connection, it should be noted that if the Condominium Board is determined to be a separate taxable entity for federal income tax purposes, it is possible that the limitations of Section 277 may be found to apply. If this were the case, the Condominium Board's income from sources other than Unit Owners, if any, could not be offset by the Condominium Board's expenses incurred in the provision of services to Unit Owners. It is unclear how interest or other income earned on the investment of a required reserve fund would be treated for this purpose; if such income were treated as not derived from the Unit Owners in consideration of services rendered them by the Condominium Board, then such income may not be reduced by the Condominium Board's operating expenses with respect to the property and may result in a liability for taxes.

In the event that the Condominium Board is required to pay any Federal, New York State or New York City income tax and the Condominium Board makes an additional assessment in order to meet this tax liability, it should be noted that the additional amount collected through such assessment may itself be subject to tax (*see* Old Colony Trust Co. v. Commission, 279 U.S. 716 (1929); Revenue Ruling 74-75, 1974 - 1 Cumulative Bulletin 19; Revenue Ruling 86-14 I.R.B. 1986-5, 33).

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 consequences and aspects explicitly discussed in this opinion, or as to any tax status of the Plan of a Unit under the laws of any other U.S. or foreign jurisdiction.

Thus, this opinion does not deal with tax consequences which may result from ownership of a Unit in connection with the Unit Owner's trade or business, other than set forth herein, or for purposes of investment or the production of income, or 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 or Limited Common Elements are acquired and/or leased by the Condominium Board. It is also to be noted that under certain circumstances an owner of any Unit, by virtue of such ownership, may be deemed to become a resident of New York City and that this opinion does not deal with the circumstances under which this may occur, or with the income, estate or other tax consequences that may arise therefrom. Thus, each person contemplating the purchase of a Unit is strongly advised to consult his own tax advisor as to all such tax matters (as well as with respect to the tax matters discussed in this opinion).

In our opinion, Unit Owners will be entitled to income tax deductions. However, this opinion is not a guarantee; it is based on 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 Board of Managers of the

Condominium 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 statutes, regulations, decisional law or rulings of the Internal Revenue Service on which counsel relied which cause Unit Owners not to be entitled to income tax deductions.

We hereby authorize the use of this opinion, or a reproduction thereof, in the Plan.

Very truly yours,

SEIDEN & SCHEIN, P.C.

By: Alvin Schein

RESERVE FUND AND WORKING CAPITAL FUND

Reserve Fund

No provision has been made for any Reserve Fund. Sponsor can make no guaranty or warranty that there will be no need for replacement of capital equipment within five (5) years subsequent to the First Unit Closing. However, as a result of the Building being newly constructed, it is not anticipated that major capital improvements will be needed within the next five (5) years.

Working Capital Fund

At the time of the first closing of title to each Unit to a bona fide Purchaser, such Purchaser shall pay the sum equal to two (2) months of Common Charges for the Unit being purchased at the time of the closing to the Board of Managers for its working capital (the "Working Capital Fund"). If the net closing adjustment in favor of the Sponsor exceeds the balance of the Working Capital Fund, the payment of the balance owing, after exhaustion of the Working Capital Fund, shall be deferred and paid to Sponsor in twelve (12) equal consecutive monthly installments commencing one (1) month after the First Unit Closing Date, at an interest rate of five (5%) percent per annum evidenced by a negotiable promissory note (with provision for acceleration in the event of a default) to be executed by the Condominium in favor of the Sponsor. No representation is made that the Working Capital Fund will be adequate to cover current or future expenses and if additional funds are required over and above such Working Capital Fund, it may be necessary to increase Common Charges. The amounts in the Working Capital Fund may be held or used at any time for working capital to make repairs or for such other appropriate purposes permitted under the Declaration and the By-Laws as will be determined by the Board of Managers in its sole discretion.

General

No provision has been made for any Reserve Fund or for any Working Capital Fund other than the above. If additional funds are required, it may be necessary to increase Common Charges or make Assessments on Unit Owners.

For such period as Sponsor retains control of the Board of Managers, neither the Working Capital Fund nor the Reserve Fund shall be used to reduce Common Charges.

NEITHER THE DEPARTMENT OF LAW NOR ANY OTHER GOVERNMENTAL AGENCY HAS PASSED UPON THE ADEQUACY OF EITHER THE WORKING CAPITAL FUND OR THE RESERVE FUND.

Closing Adjustments With Condominium Board

Immediately prior to the First Unit Closing, Sponsor shall apportion the following items with the Residential Condominium Board as of the day immediately preceding such closing:

(a) any Common Charges which are Sponsor's obligation for the period from the First Unit Closing to the end of the month in which same occurs;

(b) employees' wages and any vacation pay, pension and welfare benefits and all other payments or obligations relative to the employees of the Building, if any;

(c) fees for assignable permits and licenses, if any;

(d) cost of gas plus sales tax, if any;

(e) charges for electricity and natural gas, (if any) pertaining to the Common Elements;

(f) payments under service and maintenance contracts;

(g) water charges and sewer rents on the basis of the fiscal or calendar year for which assessed;

(h) cost of supplies on hand at Sponsor's cost (plus sales tax);

(i) premiums for any transferable insurance policies; and

The Condominium Board of Managers shall reimburse the Sponsor in full for any electric, utility or other service deposits paid by Sponsor. These items are not items of closing adjustment. The deposits shall be repaid to the Sponsor from contributions to the Working Capital Fund.

MANAGEMENT AGREEMENT, CONTRACTS AND LEASES

Management Agreement

The Condominium will initially be managed by PWB Management Corp. (the "Managing Agent or "Agent"). The Sponsor reserves the right to substitute another Managing Agent prior to the First Unit Closing on substantially the same terms. PWB Management Corp. will be the Managing Agent for an initial term of one (1) years, commencing on the date of the First Residential Unit Closing. The Managing Agent will receive an annual fee of $20,000.00 for the period commencing on the Closing of the first Unit and ending twelve (12) months after the First Unit Closing. Thereafter, the annual fee will be as mutually agreed upon for the renewal periods, or if no new annual fee has been established, the Condominium shall continue to pay the Managing Agent the previous annual fee, all payable in equal monthly installments. It shall be subject to the right of either party to cancel at any time upon at least thirty (30) days prior written notice.

The duties and services to be rendered by the Managing Agent include, among others:

(a) Cause to be hired, (subject to the prior right of approval by the Condominium Board), paid and supervised, all persons necessary to be employed, if any, in order to properly maintain and operate the Condominium, and cause to be discharged by either written order of the Condominium Board or the Agent all persons unnecessary or undesirable, all subject to such Union contracts or other agreements concluded on behalf of the principal's approval.

(b) Cause the Condominium property to be maintained in such a condition as may be deemed advisable by the principal, including interior and exterior cleaning; and cause repairs and alterations thereof to be made, including, but not limited to, plumbing, steamfitting, carpentry, decorating and such other incidental alterations or changes therein as may be proper, subject only to the limitations contained in the Management Agreement or in any agreement with any unit owner or tenant. Ordinary repairs or alterations involving expenditure of over $5,000.00 for any one item shall be made only with prior written approval of the principal, but emergency repairs, immediately necessary for the preservation or safety of the Condominium for the safety of the Unit Owners, tenants or other persons, or required to avoid the suspension of any necessary service in or to the Condominium, may be made by the Agent irrespective of the cost thereof, without the prior approval of the principal.

Managing Agent's responsibility under the Management Agreement shall not extend to supervising or managing major renovations or major capital improvements, unless specifically agreed upon in writing by the Board of Managers and Managing Agent.

(c) Cause all such acts and things to be done in or about the Condominium property as shall be necessary to comply with any and all orders and violations affecting the premises, placed thereon by any federal, state or municipal authority having jurisdiction thereover, and

orders of the New York Board of Underwriters, the New York Fire Insurance Exchange or other similar body, subject to the limitation with respect to the amount of expenditure involved as contained in paragraph (b) of this Article.

(d) Enter into contracts for electricity, gas, telephone, window cleaning, elevator service, vermin extermination and other services or such of them as shall be approved by the principal; purchase all Condominium supplies. In no event shall any service contract be for a term longer than two (2) years or require annual payments in excess of $5,000.00 unless otherwise authorized by the principal.

(e) Cause to be effected and maintained to the extent obtainable, in such amounts as the Board of Managers shall designate in writing and through such brokers as the Board of Managers shall designate, fire, rent, water damage, liability, worker's compensation, disability and such other insurance as the Board of Managers may deem necessary or advisable.

(f) Review of all bills received for services, work and supplies ordered in connection with maintaining and operating the Condominium, pay all such bills and, also pay water charges and sewer rent and assessments assessed with respect to the Condominium, if any, as and when the same shall become due and payable.

(g) At the direction of the principal, carry out required procedures and give required notifications as set forth in the Condominium Declaration and By-Laws, in connection with the exercise of the right of first refusal on proposed sales or leases of units.

(h) Procure social and credit references from all prospective Unit Owners or tenants.

(i) Supervise the moving in of Unit Owners and tenants, and, as far as possible, arrange the dates thereof so that there shall be a minimum of disturbance to the operation of the Building and of inconvenience to other unit owners and tenants.

(j) Bill Unit Owners for Common Charges and use its best efforts to collect such Common Charges and other charges which may at any time be or become due from any Unit Owner.

(k) Consider and, where reasonable, attend to the complaints of Unit Owners, tenants and subtenants, provided that if Agent shall deem any complaints unreasonable, Agent shall so advise the Condominium Board and give reason for its opinion.

(l) Maintain any required payroll records and cause to be prepared and filed, the necessary forms for unemployment insurance, social security taxes and withholding taxes and all other forms required by any federal, state or municipal authority with assistance from a paycheck service at the expense of the Board of Managers if desired by Managing Agent.

(m) Render monthly statements supported by disbursement vouchers and bills to the

Board of Managers not later than the 25th of each month, remitting the amount collected during the previous month less disbursements made on behalf of and for the account of the principal, including the Agent's compensation hereinafter specified, and, less, all such amounts as in the Managing Agent's judgment it may be necessary or advisable to reserve or withhold to meet obligations or which will or may become due thereafter and for which current income will not or may not be adequate. A copy of such monthly statement shall be sent by the Managing Agent to the President and Treasurer of the Board.

(n) Maintain in a satisfactory manner, the records of cash receipts and cash disbursements, checkbooks, operating bank account(s), minute books and other records of the Board.

(o) In conjunction with the certified public accountant of the Condominium, arrange for an annual audit or review of each of the books of the account of the Condominium, including an annual report each year of the operations of the Condominium for the then year ended. A copy of such annual report shall be sent by the Managing Agent to each Unit Owner.

(p) Prepare and submit to the Board of Managers an operating budget setting forth the anticipated income and expenses of the Condominium for the ensuing year; send to each unit owner a copy of the operating budget as adopted by the Board of Managers of the principal, and notify unit owners of annual and all other assessments of common charges as determined by the Board of Managers.

(q) Make all necessary arrangements for the holding of meetings of the Unit Owners and Board of the Condominium and cause a representative of its organization to attend meetings of the Unit Owners and of the Condominium Board, or the Boards of the homeowners associations if required.

(r) Prepare and send out all notices of Board of Managers' meetings and Unit Owners' meetings and such other letters and reports as the Board may request.

(s) Agent shall generally do all things reasonably deemed necessary or desirable by the Board of Managers for the proper management of the Common Elements of the Building.

For services in connection with processing each application for the sale or lease of a Unit by a unit owner other than the Sponsor or Holder of Unsold Units, including obtaining a waiver of right of first refusal and other agreements necessary to properly effect the transfer of interest, there shall be a fee per transfer or lease to the Managing Agent. The fees referred to above shall be paid in full upon the submission of the application. No such fees shall be payable for Sponsor owned Units or Units owned by a Sponsor-designee.

The annual certified financial statement with respect to the Condominium will not be prepared by the Managing Agent. Such statement will be prepared by an independent certified public accountant engaged by the Condominium Board whose fees are to be paid by the

Condominium Board as an expense.

All expenses incurred by the Managing Agent in performance of its duties will be reimbursed by the Condominium Board and charged to the Unit Owners as a Common Expense. In addition, the Condominium Board will indemnify the Managing Agent against any claims or liabilities in connection with acts properly performed by it pursuant to the instructions of the Condominium Board or for personal injury or property damage not resulting from the Managing Agent's gross negligence or wilful misconduct.

Other Contractual Agreements

At or prior to the First Unit Closing the Board of Managers of the Condominium or a properly authorized entity acting on its behalf may enter into contracts.

IDENTITY OF PARTIES

Sponsor

The Sponsor of the Offering Plan is 258 Saint Nicholas Avenue LLC, a New York limited liability company formed on January 30, 2004. The Sponsor has an office at 303 South Broadway, Suite 102, Tarrytown, New York, 10591.

The managing member of the Sponsor is 123 St. Partners LLC, a New York limited liability company, formed on December 9, 2003.The controlling member of the Sponsor is John Cross.

Mr. Cross has an office at 303 South Broadway, Suite 102, Tarrytown, New York, 10591. Mr. Cross has been a principal of the respective Sponsor entities of the following condominiums, located in New York, New York, which have been offered for sale in the last five (5) years, in which the Sponsor no longer holds any unsold units:

Sponsor: 233 Greene Avenue, L.L.C.
Le Grand Condominium
233 Greene Avenue
Brooklyn, New York 11238
First Unit Closing Date: July 25, 2002

Attorneys for Sponsor

Sponsor has retained the law firm of Seiden & Schein, P.C., located at 570 Lexington Avenue, New York, New York 10022 (Telephone No. (212) 935-1400), to represent Sponsor in connection with preparation and consummation of this Plan. The principal attorney of the firm who is responsible for the matter is Alvin Schein, Esq. This firm drafted the Declaration, the By-Laws, this Plan, the form of Purchase Agreement, the form of deed and all other documents necessary in connection with the formation of the Condominium, and is advising the Sponsor in connection with all legal matters incidental thereto. No separate counsel has been retained to represent the Condominium. It is suggested and expected that each Purchaser will consult and be represented by his own counsel in connection with this Plan.

Seiden & Schein, P.C. has no financial relationship, past or present, in the property or to the Sponsor, except that it is paid a fee for services it renders in its capacity as attorneys for the Sponsor.

Architect

The architect who prepared the Narrative and Drawings appearing in Part II of the Plan is James McCullar & Associates Architects, 268 West 73rd Street, New York, NY 10023. The Sponsor's architects have no financial relationship, past or present, to the Property or to the Sponsor, except that they are s paid a fee for the services they render in their capacity as architects.

Budget Expert

PWB Management Corp., with offices at 330 East 204th Street, Bronx New York 10467 reviewed Schedule B. PWB Management Corp., is a licensed real estate management firm, which has been engaged in the management of residential real estate for more than twenty (20) years. The Sponsor's Budget expert has no financial relationship, past or present, to the Property or to the Sponsor, except that they are to be paid a fee for the services they render in their capacity as managing agent.

Managing Agent

The Condominium will be initially managed by PWB Management Corp., pursuant to a management agreement to be effective as of the date of the First Closing. Please see the section of the Plan entitled "Management Agreement Contracts and Leases". PWB Management Corp. has no financial relationship, past or present, to the Property or to the Sponsor, except that they are to be paid a fee for the services they render in their capacity as managing agent.

Selling Agent

The Sponsor has retained Society Estates Inc., having an office at 2292 8th Avenue, New York, NY 10027 as Selling Agent for this Offering Plan. Society Estates Inc. has no financial relationship, past or present, to the Building or the Sponsor, except that the Selling Agent shall be paid fees by Sponsor in connection with the sale of Units under this Offering Plan.

REPORTS TO UNIT OWNERS

It is the obligation of the Board of Managers of the Condominium to give to all Unit Owners annually the following:

(a) The financial statement of the Condominium prepared by a certified public accountant or public accountant by March 15th of each calendar year for the prior fiscal year; such statement shall be certified while the Sponsor is in control of the Board of Managers;

(b) A prior notice of the annual Unit Owner's meeting;

(c) A copy of the proposed annual budget, if any, of the Condominium within ten (10) 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

Copies of this Plan and all exhibits or documents referred to herein shall be available for inspection by prospective purchasers and by any person who shall have purchased a Unit offered under this Plan or shall have participated in the offering of such Unit, at the office of Sponsor during convenient weekday hours and shall remain available for such inspection for a period of six years from the date of the First Residential Unit Closing. The Sponsor shall, at the time of the First Residential Unit Closing, deliver to the Board of Managers, a copy of all documents filed with the appropriate recording office.

GENERAL

This Plan does not knowingly omit any material fact or knowingly contain any untrue statement of a material fact. This Plan does not contain a full summary of all the provisions of the various documents referred to herein. Statements made as to the provisions of such documents are 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, that could materially affect this offering, the Purchasers of Units, the Property, the Condominium or the operation thereof or the Sponsor's capacity to perform all its obligations under the Plan.

To the best of Sponsor's knowledge the Property has not been the subject of any prior public offering. As of the acceptance date of this offering the Sponsor has not entered into any preliminary binding agreements and has not collected any money from prospective purchasers for the sale of Residential Units in the Building. The Sponsor has previously tested the market pursuant to Cooperative Policy Statement No. 1.

In accordance with the provisions of the laws of the State and City of New York, neither Sponsor nor any selling agent engaged by Sponsor will discriminate against any person because of gender, sexual orientation, race, creed, color, national origin, ancestry, disability, marital status, age, religion or other ground proscribed by law in the sale of Residential Units offered by Sponsor pursuant to this Plan, or in the leasing of any such Residential Units or any other portion of the Building.

Sponsor reserves the right to revise, from time to time, the terms and conditions upon which Units are to be sold and to otherwise revise this Plan, including revisions affecting the rights, obligations and liabilities of Sponsor, Purchasers or prospective Purchasers, without obtaining the consent of Purchasers or others. However, Sponsor may neither unilaterally cancel an outstanding Purchase Agreement, except as therein provided, such as in case of an uncured default, nor unilaterally change the purchase price or the payment terms contained in such a Purchase Agreement. All substantive or material revisions will be contained in a duly filed amendment to this Plan. In the case of a material revision adversely affecting the rights, obligations or liabilities of then existing Purchasers or reducing the undertakings or obligations of Sponsor, such Purchasers will be given, for fifteen (15) days after the presentation of the amendment, a right to rescind their Purchase Agreements by written notice to Sponsor and be refunded all monies paid thereunder, with any interest earned thereon. However such rescission, as to a Purchaser who first became a tenant of the Building after the acceptance date of this Plan and pursuant to a Purchase Agreement, will be conditioned on the cancellation of any interim use and occupancy agreement and surrender of possession of his Unit within thirty (30) days

thereafter.

All statements and representations made in this Plan with respect to items prepared by others such as the section of the Plan titled "Sponsor's Statement of Specifications" and the Floor Plans of the Building, have been made in reliance upon the respective firms and their authority as experts.

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

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'S STATEMENT OF BUILDING CONDITION

Sponsor adopts the Description of the Property, Building and Specifications set forth in Part II of the Plan. Sponsor represents that to the best of its knowledge, the "Description of Property and Specifications" set forth in Part II of this Plan accurately summarizes the general nature of the systems, materials, equipment, appliances and fixtures to be contained in the Building on completion of construction, provided same are completed in substantial accordance with the Plans and Specifications. The Description of Property and Specifications was prepared by James McCullar & Associates Architects and is included in this Plan with the consent of said firm. Sponsor does not know of any material defect or need for material repairs except as indicated in the Description of Property and Specifications.

PART II

PURCHASE AGREEMENT

PURCHASE AGREEMENT
UNIT NUMBER ____
THE DWYER CONDOMINIUM
258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK

CONTRACT DATE: _____

UNIT NO.:_____ **PERCENTAGE OF TOTAL COMMON INTEREST:** _____%

SELLER: 258 SAINT NICHOLAS AVENUE LLC
MAILING ADDRESS: 303 South Broadway, Suite 102, Tarrytown, New York 10591

SELLING AGENT: Society Estates, Inc.
ADDRESS: 2292 6th Avenue
New York, New York 10027
TELEPHONE NO.: 212-531-2301

SELLER'S ATTORNEY AND ESCROW AGENT: Seiden and Schein, P.C.
ADDRESS: 570 Lexington Avenue, New York, New York 10022
TELEPHONE: 212-935-1400 **FAX:** 212-593-4545

PURCHASER(S) NAME(S):

(1)_____ **TELEPHONE:**_____
FAX:_____ **E-MAIL** _____

(2)_____ **TELEPHONE:**_____
FAX:_____ **E-MAIL** _____

PURCHASER(S) MAILING ADDRESS: _____

PURCHASER'S SOCIAL SEC. NO(S): (1)_____(2)_____

CO- BROKER (if any):_____

PURCHASER'S ATTORNEY: _____
ADDRESS:_____
TELEPHONE:_____**FAX:** _____
E-MAIL _____

PURCHASE PRICE: $_____

10% DOWN PAYMENT: $_____

BALANCE DUE AT CLOSING: $_____

Statement of Seller

258 Saint Nicholas Avenue LLC, with an office at 303 South Broadway, Suite 102, Tarrytown, New York 10591 ("Seller"), has promulgated a Plan of Condominium Ownership for The Dwyer Condominium, located at 258 St. Nicholas Avenue, New York, New York ("the Plan") pursuant to which the land with appurtenances, and the Units, ("the Units") located in New York County, City of New York, will be declared to be a condominium under the provisions of Article 9-B of the Real Property Law of the State of New York on the terms and conditions more particularly set forth in the Plan.

Statement of Purchaser

Purchaser acknowledges as follows:

A. Purchaser acknowledges having received and read the Plan and all amendments thereto, if any, filed with the Department of Law of the State of New York (the Plan together with all such filed amendments, if any, are hereinafter collectively referred to as the "Plan") at least three (3) business days prior to Purchaser delivering this executed Purchase Agreement together with the required Down Payment to the Seller.

B. The Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth at length. In the event of any inconsistency between the provisions of this Agreement and the Offering Plan, the provisions of the Offering Plan will govern and be binding.

C. Purchaser has been given an opportunity to examine the floor plans for the above numbered Unit and for the building in which it is located (the "Building"), prepared by James McCullar &Associates Architects (the "Architect").

D. The Declaration of Condominium to be made by the Seller and to be recorded in the Office of the Register of the City of New York, County of New York, the schedules, By-Laws and the House Rules attached thereto, are incorporated herein by reference and made part of this Purchase Agreement with the same force and effect as if fully set forth herein.

E. Purchaser is desirous of purchasing the above-numbered Unit, as designated in the Declaration and on the floor plans filed or to be filed in the aforesaid Register's Office, together with an undivided interest in the Common Elements appurtenant thereto as set forth in the Plan (the above-numbered Unit and the undivided interest being hereinafter collectively called the "Unit").

Purchase Agreement Between Seller and Purchaser

For good and valuable consideration, receipt of which is hereby acknowledged, Seller and Purchaser mutually agree as follows:

a. **Payment for Unit**.

Seller hereby agrees to sell and convey and Purchaser hereby agrees to purchase the Unit for the Purchase Price stated above. The Down Payment stated above has been made on the signing of this Purchase Agreement, receipt of which by check subject to collection is hereby acknowledged by Seller. The Balance Due at Closing shall be payable at the Closing, as hereinafter provided in Paragraph 2, by unendorsed certified or official bank check of Purchaser drawn on a bank or trust company which is a member of the New York Clearing House Association (or any successor organization) to the order of Seller or as otherwise directed by Sponsor. All checks shall represent United States currency and shall be drawn on or issued by a New York bank or trust company which is a member of the New York Clearing House Association, unless otherwise agreed to by Seller. If any check is returned for insufficient funds or any other reason, Seller at its option may declare this Purchase Agreement void ab initio and of no further force and effect and may institute an action against Purchaser for collection of the Down Payment as liquidate damages or may declare a default by Purchaser under this Agreement which shall entitle Seller to exercise any of the remedies set forth in Article 9 hereof.

b. **Closing of Title**.

2.1 The closing of title to the Unit (the "Closing") shall take place on no less than twenty (20) days' prior written notice to Purchaser at such place as Seller may designate, at an hour and on a date (hereinafter called the Closing Date) to be specified by Seller. If the Seller consents to close at any other location as an accommodation to Purchaser, Purchaser shall pay an extra fee to Seller's attorney as set forth in Paragraph 6. Seller shall have the right, from time to time, to adjourn the Closing Date on written notice to Purchaser. If adjourned, Seller shall fix a new date and time for the Closing Date and shall give Purchaser not less than five (5) days written notice of the newly scheduled Closing Date. Purchaser shall be entitled to one (1) reasonable adjournment of the Scheduled Closing Date of up to fifteen (15) days, on at least five (5) days prior written notice from Purchaser to Seller. In addition to any other rights Seller may have by reason of Purchaser's failure to timely close title when requested, Seller shall be reimbursed by Purchaser for the cost of any real estate taxes and Common Charges as of midnight of the day proceeding the originally scheduled Closing Date plus an amount equal to 0.03% of the purchase price of the Unit for each day (starting from and including) the originally scheduled Closing date up to and including the actual Closing Date.

2.2 The Closing shall occur only after or concurrently with the prerequisites as set forth under "Terms of Sale" in Part I of the Plan.

2.3 At the Closing, Seller shall deliver to Purchaser or direct the delivery to Purchaser of a bargain and sale deed, conveying the Unit to Purchaser. Such deed will be substantially in the form contained in Part II of the Plan, and will be executed and acknowledged by Seller, in proper form for recording. At the Closing the Purchaser shall accept the executed deed and deliver it to the title company, if any, or the Office of the Register of the City of New York, County of New York for recording.

2.4 Simultaneously with the delivery of the deed, Purchaser (i) shall cause the net proceeds of any mortgage loan to be paid to Seller on account of the Purchase Price and (ii) shall execute and deliver to the mortgagee the note and mortgage, and any other documents required by the mortgagee, as well as any other documents and payments required to be delivered under the Plan or under this Purchase Agreement. Seller and Purchaser shall execute and deliver such forms as shall be required by law with respect to the reporting real estate transfers.

c. **Power of Attorney to Board of Managers**.

At the Closing and simultaneously with the delivery to Purchaser of the deed conveying the Unit, Purchaser shall execute and acknowledge the power of attorney to the Board of Managers of the Condominium, substantially in the form contained in Part II of the Plan. Purchaser agrees to deliver such power of attorney to the representative of the title company, if any, or to the Office of the Register of the City of New York, County of New York, and to pay the recording fee.

d. **Binding Effect of Declaration, By-Laws, Plan, House Rules**.

Purchaser hereby agrees to be bound by the Dwyer Condominium Declaration of Condominium, the By-Laws, the Rules and Regulations and the Plan, and to any amendments to any of these documents.

e. **Condition of Title**.

Seller agrees to convey to Purchaser title in fee simple to the Unit free and clear of all liens and encumbrances other than those set forth in the Plan, which are stated in Part I of the Plan thereof in the section titled "Terms of Sale", and in the Exhibits in Part II of the Plan.

Notwithstanding the above, the existence of unpaid taxes or liens and encumbrances of any kind at the time of Closing shall not constitute an objection to title, provided that Royal Abstract of New York, LLC, as agent or another reputable title insurer licensed to do business in the State of New York shall be willing to insure against collection of same from the Unit herein described. The parties agree that the Seller may pay and discharge any liens and encumbrances upon the Property, not provided for in the Plan or this Purchase Agreement, by depositing sufficient funds with or by delivering written undertakings to the title insurer, as required by such title insurer, at the time of the Closing.

f. Expenses of Closing and Closing Adjustments.

6.1 Purchaser will pay at Closing, the Closing costs and expenses referred to in the section of the Plan (as same may be amended to date) titled "Unit Closing Costs and Adjustments", including, but not limited to, the amount of any credit for mortgage recording tax as set forth in such section, payment for title insurance, if Purchaser elects or is required by lender to obtain same, recording fees for recording the Deed and Power of Attorney, New York City Real Property Transfer Tax, New York State Transfer Tax, transfer tax on Units which are $1,000,000.00 or more in price (if applicable), Seller's attorney's fees for closing the Unit, and any costs associated with obtaining a mortgage loan. The basic legal fees of Seller's attorneys in the amount of $1,000.00 will be payable by Purchaser to Seiden & Schein, P.C. An additional fee of $750.00 will be payable by Purchaser to Seller's Attorney in each of the following instances: (a) if the Closing for any Unit occurs outside of New York County; (b) if the Purchaser orders title insurance from a company other than Royal Abstract, LLC; and (c) if an assignment and/or cancellation of a Purchase Agreement is permitted. An additional fee of $500.00 will be payable by Purchaser to Seller's Attorney in each of the following instances: (a) if the Closing for any Unit occurs outside of the office of Seller's Attorney; (b) if Purchaser or Purchaser's lender cause the closing to last more than two (2) hours; and (c) if Purchaser adjourns a closing within 48 hours of the scheduled date and time. Assignments are permitted only pursuant to the terms of the Offering Plan. Any fees payable to Seller's Attorney by Purchaser will be paid by certified check or official bank check drawn on a bank or trust company which is which is a member of the New York Clearing House Association or any successor organization. Purchaser will also pay to the Board of Managers of the Condominium a sum equal to (a) one (1) month of Common Charges for the Unit being purchased for the first month's Common Charges following the Closing; and (b) two (2) month of Common Charges for the Unit being purchased as Purchaser's contribution to the Working Capital Fund of the Condominium.

6.2 Except as otherwise provided in this agreement or in the Plan, real estate taxes and Common Charges, rent under an Interim Use and Occupancy Agreement (if any) and other Closing expenses shall be adjusted between Seller and Purchaser as of midnight preceding the Closing Date in accordance with the provisions of the Plan. Any such expenses or adjustments payable to Seller in excess of $500.00 will be paid by unendorsed certified check or official bank check drawn on a bank or trust company which is a member of the New York Clearing House Association (or any successor organization).

If Purchaser fails for any reason to close title to his or her Unit on the originally scheduled Closing Date, (a) the closing apportionments described above will be made as of midnight of the day proceeding the originally scheduled Closing Date, regardless of when the actual Closing occurs, and (b) Purchaser will be required to pay Seller, as a reimbursement of Seller's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Seller under the Purchase Agreement and this Plan, an amount equal to 0.03% of the Purchase Price of the Unit for each day (starting from and including) the originally scheduled Closing Date to and including the actual Closing Date.

6.3 If Seller obtains a refund for real estate taxes paid (or a credit for such taxes to be paid) on Purchaser's Unit, Purchaser and Seller will apportion the refund (as well as the costs and/or fees for obtaining the refund or credit) based on the percentage of time for which the refund or credit is obtained during which each party hereto owned the Unit in question. The provisions of this subsection shall survive the Closing.

6.4 Any errors or omissions in computing apportionments at closing shall be corrected and payment made to the proper party promptly after discovery. The provisions of this subsection shall survive the Closing.

6.5 In the event that a mortgage tax credit is available pursuant to Section 339-ee(2) of the New York Real Property Law, it is specifically understood that such credit shall inure to the benefit of the Sponsor. Accordingly, at closing, a Purchaser who elects mortgage financing will be responsible to pay the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount being financed. Sponsor at closing will be reimbursed by Purchaser to the extent of any mortgage tax credit allowed.

7. Transfer Tax Return.

At Closing, Purchaser will duly complete and sign before a Notary Public the transfer tax return required to be filed with the City of New York and the appropriate New York State form (T.P.-584 or its successor) required to be filed with the New York County Register's office. This transfer tax return and T.P.-584 form shall be delivered at closing to the representative of Purchaser's title insurance company (or, if none, to Seller's attorney) for filing with the proper governmental officer. Purchaser shall also execute and deliver to Seller a W-8 or W-9 Internal Revenue Service form.

8. Agreement Subject to Mortgages.

Purchaser agrees that all terms and provisions of this Purchase Agreement are and shall be subject and subordinate to the lien of any building loan mortgage or development loan mortgage heretofore or hereafter made and any advances heretofore or hereafter made thereon and any payments or expenses already made or incurred or which may hereafter be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof without the execution of any further legal documents by Purchaser. This subordination shall apply whether such advances are voluntary or involuntary and whether made in accordance with the building loan schedule of payments or accelerated thereunder by virtue of lender's right to make advances before they become due in accordance with the schedule of payments. Notwithstanding anything to the contrary contained in this Paragraph 7, however, as of the Closing Date the only mortgage to which the Unit will be subject will be any mortgage obtained by Purchaser for the Unit.

9. Default by Purchaser.

9.1 If Purchaser shall fail to pay any portion of the Purchase Price when due, fail to close title on the date, hour and place specified by Seller pursuant to Paragraph 2 hereof or fail to perform any of Purchaser's other obligations hereunder (including without limitation the obligation to furnish any lender promptly with such information as such lender may require, and the obligation to accept a commitment on the terms set forth in this Purchase Agreement), such failure shall constitute a default by Purchaser and Seller may send notice to Purchaser of Seller's intention to cancel this Purchase Agreement if such default shall not be cured within twenty (20) days from the mailing date of such notice or fifteen (15) days after personal delivery of such notice within which to cure such default. TIME IS OF THE ESSENCE FOR PURCHASER TO CURE ANY DEFAULT UNDER THE PURCHASE AGREEMENT WITHIN THE APPLICABLE PERIOD. "Time is of the essence" means that if such default is not cured within twenty (20) days from the mailing date or fifteen (15) days after personal delivery of such written notice, Seller may (but shall not be obligated to) elect to cancel the Purchase Agreement by notice of cancellation to Purchaser sent after the cure period has expired. In the event that Seller shall elect to cancel this Purchase Agreement, Seller shall certify to Escrow Agent, that title has not closed because of Purchaser's default and that Seller has elected to cancel this Purchase Agreement by reason thereof, and Seiden & Schein, P.C. shall thereupon pursuant to Paragraph 16 hereunder, cause to have paid over to Seller as liquidated damages the Down Payment and any interest earned thereon (if any), and upon such payment being made each of the parties hereto shall be relieved of any further liabilities or obligations hereunder. If this Purchase Agreement shall be canceled by Seller pursuant to the provisions of this Paragraph 9, Seller may sell the Unit to any third party and shall be under no obligation to account to Purchaser for any part of the proceeds of such sale. Escrow Agent may rely upon the truth and accuracy of the facts contained in Seller 's certification and the authority of the person or persons executing the same and shall have no liability as a result of such reliance.

9.2 Notwithstanding the above, the Escrow Agent, will hold funds in escrow until otherwise directed in

(i) a writing signed by both Seller 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 escorted funds, the Escrow Agent will not pay the funds to the Seller until the Escrow Agent has given the Purchaser written notice of not fewer than ten (10) business days. Thereafter, the funds may be paid to the Seller 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 has so notified the

Escrow Agent in accordance with such provisions.

The Seller will not object to the release of the escorted funds 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 filing by the Department of Law.

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 Down Payment and any interest thereon. The Seller must avail itself of this procedure if there is a dispute which needs to be resolved. A form for this purpose is set forth in Part II of the Plan. The Party applying for a determination must send all other parties a copy of the application.

10. No Assignment.

Purchaser shall have no right to assign this Purchase Agreement without Seller's prior written consent. Any purported assignment of this Purchase Agreement in violation thereof shall be voidable at the option of Seller.

11. Prohibition Against Advertising.

Prior to the Closing, Purchaser shall not list the Unit for resale or rental with any broker or to advertise or otherwise offer, promote or publicize the availability of the Unit for sale or lease without Seller 's prior written consent.

12. Notices.

Any notice to be given hereunder shall be in writing and sent by registered or certified mail or personal delivery to Purchaser at the address given above with a copy to Purchaser's Attorney (named on Page 1 of this Purchase Agreement) and to Seller at 303 South Broadway, Suite 102, Tarrytown, New York 10591 with copy to Sponsor's Attorney, Seiden & Schein, P.C., 570 Lexington Avenue, New York, New York 10022 Attn: Alvin Schein, Esq. or at such other address as either party may hereafter designate to the other in writing. 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. Attorneys for the parties are authorized to send notices on behalf of their clients.

13. No Representation.

Except as herein or in the Plan specifically set forth, Purchaser acknowledges that he has

not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties or statements of any nature, whether made by Seller, Seller 's attorney or Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Building or the Unit, the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the building services, the estimated Common Charges and expenses allocable to the Unit or the right to any income tax deduction on account of any real estate taxes and/or mortgage interest paid by Purchaser. Purchaser agrees that Seller shall have no liability or responsibility to Purchaser if the layout or dimensions of the Unit or any part thereof or of the Common Elements as shown on the floor plans or on the architectural plans and specifications for the Building is not accurate or correct, provided such layout or dimensions conform substantially to the floor plans and the architectural plans and specifications for the Building, the site as modified or supplemented in accordance with the Plan and that Purchaser will not be relieved from its obligations hereunder by reason of any minor inaccuracy or error.

14. Binding Effect.

This Purchase Agreement shall not be effective or binding on Seller until and unless a counterpart hereof is duly executed by Seller and delivered to Purchaser. Subject to the provisions hereof, this Purchase Agreement shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and permitted assigns.

15. Agreement Subject to Plan Becoming Effective; Seller 's Right to Cancel.

15.1 This Purchase Agreement is contingent upon the Plan being declared effective. Pursuant to the terms of The Building Loan Agreement, dated December 28, 2004, made between Seller and Fleet National Bank, the Plan may be declared effective, prior to June 28, 2006, when Purchase Agreements have been both executed and accepted by Seller for the sale of fifty percent (50%) of the Units offered under the Plan or Units with a total sales price of not less than $12,874,545.00. The Plan must be declared effective when Purchase Agreements have been both executed and accepted by Seller for the sale of at least eighty (80%) percent of the Units offered under the Plan. The Plan may be abandoned by Seller at any time prior to its being declared effective, provided Purchase Agreements for Units totaling less than 80% of the Common Interests of the Condominium have not been executed and accepted. If the Plan is abandoned or does not become effective this Purchase Agreement shall be deemed canceled, and the Plan terminated and Purchaser is to receive back, not later than twenty (20) days thereafter, in full, all monies paid by him hereunder, and upon such repayment no party shall have any claim against any other party, person or entity, and all parties shall be released from all obligations hereunder and under the Plan.

15.2 If, after the Plan is declared effective, title to the Unit shall not close within the time set forth in the Plan for any reason other than Purchaser's default, then, at Purchaser's option, upon prior written notice sent by Purchaser to Seller within fifteen (15) days subsequent to the scheduled closing date, after permitted adjournments, this Purchase Agreement shall be

deemed canceled. If this Purchase Agreement is canceled pursuant to the provisions of this paragraph, then not later than twenty (20) days thereafter, Purchaser shall receive a refund in full, of all monies paid by Purchaser hereunder, with the interest earned thereon, if any. Upon such repayment, neither party shall have any claim against the other and both shall be released from all obligations.

16. Monies to be Held in Trust; Payment of Purchase Price; Notice of Closing.

The required Down Payment pursuant to this Purchase Agreement will be ten percent (10 %) of the Purchase Price for the Unit. All monies, including all deposits, down payments or advances, received by Seller through its agents or employees pursuant to this Purchase Agreement either prior to or subsequent to the consummation of the Plan will be deposited with Bank of America, in a segregated, special escrow account or accounts titled "Seiden & Schein, P.C., Attorney Escrow Account" or similar name, with the name of the Purchaser and the Unit number added to the title of the sub-account, at its branch located at 1185 Avenue of the Americas, New York, New York. Such account or accounts shall be interest bearing if so requested by Purchaser in accordance with Section 71-a(3) of the Lien Law. Such funds shall be deposited within five (5) business days after this Purchase Agreement is executed by all necessary parties. Such funds will be held in trust in accordance with the escrow and trust provisions of Sections 352(h) and 352-e(2-b) of the New York General Business Law, the terms and conditions of the Plan and the Regulations promulgated pursuant to said Section 352-e(2-b) by the Attorney General's Office. Such funds will be disbursed only upon written instructions of a member of Seiden & Schein, P.C., Seller 's attorneys, as follows: (i) to Seller or as directed by Seller if the Plan is declared effective and title closes hereunder or if Purchaser defaults hereunder; or (ii) to Purchaser if the Plan is abandoned or withdrawn or title does not close because of Seller's default, or this Purchase Agreement is canceled (without default by either party) in accordance with its terms. Down Payments, with any accumulated interest, shall remain the property of the Purchaser except as provided by law. Seller is required by law to submit a Form 1099 to the Internal Revenue Service reporting interest earned on Purchaser's Down Payment, if any. Purchaser will be taxed accordingly on such interest.

Down Payments will be retained in the special account as set forth above until: (i) Seller performs under the terms of the Purchase Agreement or (ii) Purchaser rescinds or defaults in performance, thereby excusing performance by Seller or (iii) release or discharge of Seller's liability to refund such Down Payment or (iv) upon transfer of title to the Unit to the Purchaser, or (v) by mutual consent of Seller and Purchaser, including provisions in the previous paragraph, or (vi) as provided for in the section of the Plan titled "Procedure to Purchase", which is incorporated herein by reference. By signing this Purchase Agreement, Purchaser will not object and will be deemed to have agreed, without the need for a further written agreement, to the release of the Down Payment to Seller in the event Seller and Purchaser close title under this Purchase Agreement.

As an alternative to depositing Down Payments in escrow as set forth above, Seller, provided it first obtains an exemption from the Department of Law, may post a bond or indemnity

contract with a licensed surety company ensuring return of such monies, which bond or contract is to be delivered to Purchaser. YOU, AS THE PURCHASER OF A UNIT, MAY REQUIRE THE RECIPIENT OR THE SELLER TO DEPOSIT THE DOWN PAYMENT MADE BY YOU INTO AN ESCROW ACCOUNT.

In the event of an uncured default by Purchaser in its obligations under the Purchase Agreement, no more than ten percent (10%) of the purchase price plus any interest earned thereon, may be retained as liquidated damages. Seller agrees not to seek the remedy of specific performance in connection with Purchase Agreements as to which there has been a default by Purchaser. No Down Payment or other monies shall be released pursuant to an uncured default by Purchaser prior to the First Unit Closing.

The balance of the Purchase Price will not be payable until Closing of title to the Unit.

Following the declaration of effectiveness of the Plan, Purchaser will be given at least twenty (20) days prior written notice of the Closing date for his Unit, which notice will also remind Purchaser of its obligation to pay the balance of the Purchase Price at that time and will state when Common Charges will be due and payable.

17. Equipment and Furnishings.

Seller will provide Purchaser only with the fixtures, equipment, hardware, appliances and furnishings referred to in the Plan, which are included in the purchase price of the Unit. Furnishings, equipment, appliances and decorations in any model unit or sales office not referred to in the Plan are excluded from this sale unless specifically included by a rider to this Purchase Agreement. The cost of any such items will be added to the Purchase Price of the Unit.

18. Acceptance of Condition of Unit; Risk of Loss.

18.1 Purchaser's execution of this Agreement shall constitute Purchaser's agreement to accept the Unit in the condition it is in on the earlier of (i) the date the Purchaser has the right to possession of the Unit under an Interim Use and Occupancy Agreement, or (ii) the Unit Closing Date, including the then existing kitchen, bathroom and other appliances, fixtures, equipment and installations, subject to the conditions set forth in this Purchase Agreement and the Inspection Statement as described in this paragraph.

18.2 Prior to the Closing of title to a Unit, no Purchaser shall be permitted to enter the Unit without the Prior consent of Seller. Prior to a scheduled Closing Seller shall advise the Purchaser of a date and time when the Purchaser may inspect the Unit. Purchaser shall attend such inspection only with an authorized representative of Seller. Purchaser shall date and sign the inspection statement at the conclusion of the inspection (the "Inspection Statement"), confirming Purchaser"s acceptance of the Unit in its then "as is" condition. If, however, during the inspection, Purchaser notes certain incomplete items that Seller, through its authorized representative agrees to complete, repair or replace, these items shall be itemized on a list attached

to the Inspection Statement which list must be signed and dated by both Seller's representative and Purchaser to be binding on the Seller. Neither Purchaser's architect, engineer nor interior decorator may inspect the Unit for the Purchaser.

18.3 Under no circumstances shall Purchaser perform or cause to be performed any work in such Unit prior to the Closing of title thereto.

18.4 Purchaser shall accept title to the Unit (without abatement in or credit against the Purchase Price or provision for escrow) notwithstanding that construction of (a) minor details of the Unit or the Building in which it is located or (b) other Units or (c) any recreation facilities or (d) the landscaped areas or (e) other portions of the Common Elements have not been completed. Minor details referred to in (a) above shall include but not limited to any items which Purchaser may set forth or which are set forth in an Inspection Statement.

18.5 Purchaser understands that certain items such as shower heads, toilet seats, kitchen cabinet knobs, mechanical chimes, plumbing fittings, light fixtures, electrical receptacles, toilet accessories, door hardware and minor parts of kitchen cabinets, might not be installed at the time of the inspection. Some of these items are typically left off until Purchaser is about to take occupancy, to prevent pilferage. Other items will be installed subject to availability. Still other items may have been installed but damaged during the course of construction. To the extent any such items are noted on the Inspection Statement, Seller will make reasonable efforts to have any such items installed, repaired or replaced as appropriate, within a reasonable time period following the Closing or occupancy pursuant to an Interim Use and Occupancy Agreement, as applicable, provided Purchaser provides Seller access to do so.

18.6 Purchaser's failure to attend an inspection appointment or to complete, sign and deliver the Inspection Statement, shall not excuse Purchaser from paying the Balance Due at Closing at Closing, and shall constitute Purchaser's full and unconditional acceptance of the Apartment "as-is" on the Closing Date.

18.7 Seller's agreement to complete items on the Inspection Statement shall obligate Seller to perform Seller's work in accordance with the standards for Seller's work set forth in the Plan. However, Purchaser's failure to permit Seller (or Seller's contractors, agents, or employees) access to the Unit to complete Inspection Statement list items, shall constitute Purchaser's waiver of completion of the Inspection Statement list items.

18.8 Except as set forth below, the risk of loss from fire or other casualty with respect to the Unit shall remain with the Seller until the Closing of title for the Unit. The Seller, at its sole discretion, reserves the right to either repair or restore such Unit, whereupon Purchaser shall be obligated to close without an abatement in the purchase price, or not repair or restore and grant Purchaser the right to rescind the Purchase Agreement. Subsequent to the filing of an amendment substantiating effectiveness of the Plan, Seller may be required to repair or restore as set forth below. Notwithstanding the above, in the event that Purchaser, or one claiming by or through Purchaser, enters into possession of the Unit prior to the Closing of title, then Purchaser shall bear

the risk of loss or other casualty with respect to the Unit. Additionally, Purchaser shall be solely responsible for any damage to, or loss or other condition in, the Unit and Seller shall not be obligated to repair any damages to the Unit or his appliances, fixtures and equipment. However, Purchaser does not assume the risk of loss to the Unit if the cause of such loss originated outside his Unit and did not result from the acts of Purchaser or the other occupants of the Unit or Purchaser's guests, invites or workmen. If the Purchaser is obligated to repair the damage in accordance with the foregoing, then his failure to repair the damage shall not excuse him from paying the balance due under this Purchase Agreement and accepting title to the Unit.

18.9 With respect to all risk of loss after an amendment substantiating effectiveness of the Plan has been filed but prior to Closing, Seller is not obliged or liable to repair the damage or restore the Unit other than to repair damage or destruction from fire or other casualty to the Property to the extent of an aggregate of an amount equaling one half of one percent of the Total Purchase Price set forth on the front cover of the Plan (minus certain amounts which Seller is required to spend to cure or comply with any work order from an insurer or to cure or comply with a defect in title or hazardous or dangerous condition against the Property which did not exist on the date of acceptance of the Plan). If Seller or (in the event the Declaration is filed) the Unit Owners elect to repair or replace the loss or damage which Seller is not required to repair or replace, this Purchase Agreement shall continue in full force and effect, Purchaser will not have the right to reject title to the Unit or to receive a credit against, or abatement of, the purchase price, and Seller will be entitled to a reasonable period of time to complete (or to permit the Condominium Board to complete) such repairs or replacements. Purchaser will not be required to pay the balance of the Purchase Price unless and until (i) the Unit has been substantially repaired to as near as reasonably possible to its condition immediately prior to the casualty and (ii) its essential services (such as gas, electricity and heat) and a reasonable means of ingress and egress to the street have been restored. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss will belong entirely to Seller (subject to the rights, if any, of the Condominium Board or other Unit Owners) and if such proceeds are paid to Purchaser, Purchaser will promptly, upon receipt, turn them over to Seller. The provisions of the preceding sentence will survive the Closing.

18.10 In the event Seller is not obligated to restore or repair as set forth above and notifies Purchaser that it does not elect to repair or restore the Unit or if the Unit Owners do not resolve to make such repairs or restoration pursuant to the Condominium's By-Laws, this Purchase Agreement will be deemed canceled and of no further force or effect and Seller will instruct its attorneys to return to Purchaser all sums deposited hereunder (with interest, if any) whereupon the parties will 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 grace period, if any), Seller will retain the sums as liquidated damages.

19. Possession of Unit Prior to Closing.

19.1 It is expressly understood and agreed that the Purchaser shall in no event take possession of the Unit prior to the time of the delivery of the deed and full compliance by the

Purchaser with the terms of this Purchase Agreement, and should the Purchaser violate this provision, the Purchaser consents that the Seller shall have the right to remove him from the Unit as a squatter and intruder by summary proceedings. Upon the Purchaser's unauthorized possession, the Purchaser shall be deemed in default hereunder at the option of the Seller, and if the Seller so elects, the Seller may cancel this Purchase Agreement and the amount deposited hereunder shall belong to the Seller as liquidated damages deemed earned hereunder. It is further understood and agreed that the Seller will not be responsible for damage or loss to any property belonging to Purchaser whether same is delivered to the Property before, on or after the closing of title herein.

19.2 If Purchaser becomes an occupant of the Building pursuant to an Interim Use and Occupancy Agreement, his or her failure to pay rent or otherwise comply with his or her use and occupancy obligations shall constitute default under this Purchase Agreement, and a default under this Purchase Agreement shall be a Default under the Interim Use and Occupancy Agreement, entitling Sponsor, after notice and expiration of the applicable cure periods, to terminate both agreements. Upon the occurrence of such default, Seller shall have the right to cancel this Purchase Agreement upon sending Purchaser ten (10) days prior written notice of its intention to do so. If Seller elects to cancel, Purchaser shall have ten (10) days from the giving of the cancellation notice within which Purchaser must cure the specified default. If the default is not timely cured the Use and Occupancy Agreement will be deemed canceled by Seller upon the occurrence of either of the following: (i) Seller having obtained an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the Purchaser or (ii) the Purchaser having vacated the Unit. Upon such cancellation, Seller shall have the right to retain, as and for liquidated damages, all payments made hereunder (but in no event to exceed ten percent (10%) of the Total Purchase Price, plus any interest. Any additional deposits in excess of ten percent (10%) of the Total Purchase Price, plus any interest, shall be refunded to Purchaser promptly thereafter. Upon cancellation of this Purchase Agreement and making such refund to Purchaser (if any), the Purchaser and the Seller will be released and discharged of all further liability and obligation hereunder and under the Plan. The Unit may thereafter be sold to another as though this Purchase Agreement had never been made and without accounting to Purchaser for the proceeds of such sale.

19.3 Failure to comply with all obligations under this Purchase Agreement shall also constitute default under any Interim Use and Occupancy Agreement. Upon occurrence of any such default, Seller, in addition to any other rights available to it, shall have the right to terminate the occupancy upon sending Purchaser ten (10) days prior written notice of its intention to do so. If Seller elects to terminate, Purchaser shall have ten (10) days from giving of cancellation notice within which to cure the specified "failure to comply". If there is no timely cure, the occupancy obligation is terminated as of the expiration of said ten (10) day period. This provision does not limit in any way other rights of Seller in the event of a failure to comply with the terms of this Purchase Agreement.

19.4 If Purchaser becomes a tenant of the Unit, Purchaser's unapplied rent security deposit, if any, will be refunded to Purchaser, together with any interest thereon, within forty-five

(45) days following the Closing, provided that Purchaser is not in default under Purchaser's lease or tenancy obligations.

20. Limitation of Seller's Liability.

The Seller's liability under this agreement for failure to complete and/or deliver or have delivered title for any reasons whatsoever shall be limited to the return of the money deposited hereunder (with interest, if any), and upon the return of said money, this Purchase Agreement shall be null and void and the parties hereto released from any and all liability hereunder. In any event, the Seller shall not be required to bring any action or proceeding to render the title to the Unit marketable or to cure any objection to title.

21. Definitions.

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

21.2 The terms used herein shall have the same meanings as ascribed thereto in the Plan.

21.3 The "Contract Date" on Page 1 of this Purchase Agreement shall be filled in by Seller only upon signing this Purchase Agreement.

22. Gender.

The use of the masculine gender in this Purchase Agreement shall be deemed to refer to the feminine gender or to an entity whenever the context so requires.

23. Other Agreements.

This Purchase Agreement supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them and no oral representations or statements shall be considered a part hereof.

24. Amendment of Purchase Agreement.

This Purchase Agreement may not be amended, altered or discharged except by agreement in writing signed by the party sought to be charged therewith or by his, her or its duly authorized agent.

25. Brokerage.

Purchaser represents and warrants to Seller that Purchaser did not negotiate with any broker for the purchase of the Unit other than the Selling Agent and the Broker named on Page 1 of this Purchase Agreement. Purchaser and Seller agrees to indemnify and hold harmless each

other from any and all liabilities arising from claims made against them for commissions by any other broker other than the above-named on account of each other's act or the acts of each other's representatives. Seller shall pay the commission of the above named broker(s) pursuant to a separate agreement. The provisions of this paragraph shall survive the Closing.

26. Governing Law.

This Purchase Agreement shall be governed by and construed in accordance with the law of the State of New York.

27. Jury Waiver.

Purchaser hereby waives trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of, or in any way connected with this Purchase Agreement or the relationship of the parties as Purchaser and Seller, or the right of Purchaser to any statutory relief or remedy.

28. Acceptance by Seller.

Within twenty (20) days after delivery to Seller or its Agent by Purchaser of this Purchase Agreement, executed by Purchaser, Seller will either:

(a) accept this Purchase Agreement and cause to be returned to Purchaser a fully executed counterpart thereof or;

(b) reject this Purchase Agreement offer and refund the down payment tendered by Purchaser.

THE SUBMISSION OF THIS PURCHASE AGREEMENT SHALL NOT BE DEEMED TO CONSTITUTE AN OFFER TO SELL, OR AN OPTION TO PURCHASE, AND THIS PURCHASE AGREEMENT SHALL NOT BE BINDING UPON THE SELLER UNLESS AND UNTIL IT IS EXECUTED AND DELIVERED BY BOTH PURCHASER AND SELLER AND, IN SUCH EVENT, SUBJECT TO ALL THE TERMS AND CONDITIONS HEREOF.

29. Survival.

The Closing of title to the Unit and the delivery of the deed thereto shall be deemed full compliance by Seller with each and every term of this Purchase Agreement, except as to any item specifically listed and excepted therefrom.

30. Conflict with Plan.

Any conflict between the Plan and this Purchase Agreement will be resolved in favor of the Plan.

31. Foreign Investment in Real Property Tax Act.

Pursuant to the Foreign Investment in Real Property Tax Act (FIRPTA), upon disposition of a United States real property interest by a foreign person on or after January 1, 1985, the Purchaser of such real property interest must deduct and withhold a tax equal to ten percent (10%) of the purchase price unless the Seller furnishes a certificate that it is not a foreign entity or individual. Seller will furnish to Purchaser a non-foreign certification at closing, thereby complying with FIRPTA and relieving Purchaser from any withholding obligations.

32. Rules of Construction.

There shall be no presumption against the draftsman of this Purchase Agreement or the Plan.

33. Costs of Enforcing and Defending Purchase Agreement.

Purchaser shall be obligated to reimburse Seller for any legal fees and disbursements incurred by Seller in defending Seller 's rights under this Purchase Agreement or, in the event Purchaser defaults under this Purchase Agreement beyond any applicable grace period, in canceling this Purchase Agreement or otherwise enforcing Purchaser's obligations hereunder.

34. Strict Compliance.

Any failure by Seller to insist upon the strict performance by Purchaser of any of the provisions of this Purchase Agreement shall not be deemed 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 Purchase Agreement to be performed by Purchaser.

35. Performance by and Liability of Seller.

Purchaser's acceptance of the deed for the Unit shall be deemed to be a full performance and discharge of each and every agreement and obligation on the part of Seller to be performed pursuant to the provisions of this Purchase Agreement, the Plan, General Business Law §352-e, and applicable regulations thereunder, except those (if any) herein or therein expressly stated to survive delivery of such deed.

36. Cross Default

Any uncured default by the Purchaser under provisions of this Purchase Agreement or any other Purchase Agreement for a Unit in the Dwyer Condominium shall be deemed to be a default under all of the Purchase Agreements each of which shall entitle the Seller, at its sole option, to terminate any or all the Purchase Agreements.

37. Captions.

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

_____ _____
Purchaser Date

_____ _____
Purchaser Date

Accepted:

258 Saint Nicholas Avenue LLC
By: 123rd St. Partners LLC

By: _____
John Cross, Member

Dated: _____

APPLICATION TO THE ATTORNEY GENERAL
FOR A DETERMINATION ON
THE DISPOSITION OF DOWN PAYMENTS

APPLICATION TO THE ATTORNEY GENERAL
FOR A DETERMINATION ON
THE DISPOSITION OF DOWN PAYMENTS

(Send this application to the reviewing attorney assigned to the subject plan.)

Re: 258 St. Nicholas Avenue
New York, New York
Name of Project: The Dwyer Condominium
File Number: _____

Application is made to the Attorney General to consider and determine the disposition of down payments held pursuant to GBL Sections 352-e(2-b) and 352-h. The following information is submitted in support of this application:

1. Name of Applicant:_____

2. Address of Applicant:_____

3. Name, Address, and Telephone Number of Applicant's Attorney (if any):_____

4. This is an application for:
   [ ] return of down payment.
   [ ]forfeiture of down payment.
   [ ] other: _____

5. 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 down payments 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 down payments 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 down payments 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) The 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) Down payments 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 down payment(s):_____

(d) Total amount of down payment(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.

_____
_____
_____
_____
_____
_____
_____

_____
_____
_____

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 unlawfiil 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: _____
_____
_____

ESCROW AGREEMENT(re Down Payments)

ESCROW AGREEMENT ("Agreement") made this ___ day of _____, 2005 between 258 Saint Nicholas Avenue LLC ("Sponsor"), as Sponsor and Holder of Unsold Units under the Offering Plan for The Dwyer Condominium, located at 258 St. Nicholas Avenue, New York , New York, and Seiden & Schein, P.C. ("Escrow Agent"), as escrow agent.

WHEREAS, Sponsor is the Sponsor under the Condominium Offering Plan for The Dwyer Condominium located at 258 St. Nicholas Avenue, New York, New York (the "Offering Plan"); and

WHEREAS, Escrow Agent is authorized to act as an escrow agent hereunder in accordance with General Business Law ("GBL" Section 352-e(2-b) and the Attorney General's regulations promulgated thereunder; and

WHEREAS, Sponsor desires that Escrow Agent act as escrow agent for deposits and payments by Purchasers, 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 (the "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 Citibank, NA (the "Bank") at its branch located at 399 Park Avenue, New York, New York.

1.2 The name of the Escrow Account is SEIDEN & SCHEIN, P.C. ATTORNEY ESCROW ACCOUNT.

1.3 Jay G. Seiden, Esq. and Alvin Schein, Esq., principals of Escrow Agent, are the sole signatories on the Escrow Account.

1.4 The Escrow Account shall be an interest-bearing account as disclosed in the Offering Plan.

1.5 The Escrow Account is not an IOLA established pursuant to Judiciary Law Section 497.

2. DEPOSITS INTO THE ESCROW ACCOUNT.

2.1 All funds, received from prospective Purchasers 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 Account shall be made payable to the order of SEIDEN & SCHEIN, P.C. AS ESCROW AGENT. 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 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 Within ten (10) business days after tender of the deposit submitted with the Purchase Agreement, Escrow Agent shall notify the Purchaser of the deposit of such funds (the "Escrowed Funds") in the Bank, provide the account number, and disclose the initial interest rate. If the Purchaser does not receive notification of such deposit within fifteen (15) business days after tender of the deposit, the Purchaser may cancel the 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 these regulations and requisite notice was timely mailed to the Purchaser.

3. RELEASE OF FUNDS.

3.1 Escrow Agent shall not release the Escrowed Funds of a defaulting Purchaser until after consummation of the Offering 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 Escrowed 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 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 Purchaser who timely rescinds in accordance with an offer of rescission contained in an amendment to the Plan, as described in the Plan.

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 Escrowed Funds may be paid to Sponsor unless the Purchaser has made 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.

4. RECORDKEEPING.

4.1 Escrow Agent shall maintain all records concerning the Escrow Account for seven years after release of the Escrowed Funds.

4.2 Upon the dissolution of a law firm which was 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 shall 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 Escrow 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.

6. RESPONSIBILITIES OF SPONSOR.

6.1 Sponsor agrees that Sponsor and its agents, including any selling agents, shall immediately deliver all deposits and payments received by them prior to closing of an individual transaction to Escrow Agent.

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. TERMINATION OF AGREEMENT.

7.1 This Agreement shall remain in effect unless and until it is canceled, by either:

(1) 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

(2) 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

(3) All Units offered pursuant to the Offering Plan have been sold and all sales transactions have been consummated.

7.2 Upon termination of the duties of Escrow Agent as described in paragraph 7.1 above, Escrow Agent shall deliver any and all Escrowed Funds held by it in escrow and any and all contracts or documents maintained by Escrow Agent to the new escrow agent.

8. SUCCESSORS AND ASSIGNS.

8.1 This Agreement shall be binding upon Sponsor and Escrow Agent and their successors and assigns.

9. GOVERNING LAW.

9.1 This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

10. ESCROW AGENT'S COMPENSATION.

10.1 Sponsor agrees that Escrow Agent's compensation shall not be paid from Escrowed Funds nor from any interest accruing thereon and that compensation to Escrow Agent, if any, shall not deducted from the Escrowed Funds by any financial institution under any circumstance.

11. SEVERABILITY.

11.1 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.

12. ENTIRE AGREEMENT.

12.1 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.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

Seiden & Schein, P.C.

By:_____

Alvin Schein

258 Saint Nicholas Avenue LLC

By: 123rd St. Partners LLC, Member

By:_____

John Cross, Member

ESCROW AGREEMENT(re real estate taxes)

ESCROW AGREEMENT, dated as of _____, 2005, by and among 258 Saint Nicholas Avenue LLC ("Sponsor"), having an office at 303 South Broadway, Suite 102, Tarrytown, New York 10591 and The Board of Managers of THE DWYER CONDOMINIUM ("Board of Managers"), with an office at 258 St. Nicholas Avenue, New York, NY 10027.

WHEREAS, pursuant to the terms of the Offering Plan for the conversion to condominium ownership of the premises 258 St. Nicholas Avenue, New York, New York, each Unit Owner is obligated to pay the real estate taxes attributable to his or her condominium unit during such Unit Owner's period of ownership, despite the fact that the condominium units may not yet have been separately assessed as independent tax lots;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

Sponsor shall place in escrow with the Board of Managers, at the First Unit Closing, money sufficient to pay the real estate taxes for six months subsequent to the date of the First Unit Closing. If the real estate taxes have already been paid for the part of this six month period, then this six month period shall be reduced by the amount of time subsequent to the First Unit Closing for which the taxes have been paid. Sponsor shall have the right to reduce this escrow on a Unit by Unit basis by requiring each Purchaser to fund into escrow, at such Purchaser's Unit Closing, the amount necessary, on the basis of percentage of Common Interest, to cover the period for which real estate taxes have not been paid for such Unit up to six (6) months from the First Unit Closing. This funding can occur by either Purchaser paying such funds to its mortgagee or by paying such monies into the escrow held by the Board of Managers. Sponsor shall pay the real estate taxes from this escrow account when they are next due and shall be entitled to reimbursement from any Unit Owner who either did not pay any money into escrow or paid less than was required to cover the real estate taxes attributable to such Unit for the time Purchaser owned the Unit.

The Board of Managers shall place any amounts paid by Sponsor as Unit Owner and/or its mortgagees in a special, segregated escrow account in a savings institution or commercial bank of its choice, under the control of its Managing Agent, as Escrow Agent, until such real estate taxes are due and payable, at which time the Board of Managers shall have such funds paid to the City of New York.

The Board of Managers shall receive no compensation for its services to be performed hereunder.

IN WITNESS WHEREOF, Sponsor and the Board of Managers have duly executed this Real Estate Tax Escrow Agreement as of the day and year first above written.

258 SAINT NICHOLAS AVENUE LLC
By: 123rd St. Partners LLC, member

By:_____
John Cross, Member

BOARD OF MANAGERS OF
THE DWYER CONDOMINIUM

By:_____

POWER OF ATTORNEY

POWER OF ATTORNEY

The undersigned, the Owner of Unit No. ___ in the Condominium known as THE DWYER CONDOMINIUM consisting of the property submitted to the provisions of Article 9-B of the Real Property Law of the State of New York, in the Building known as 258 St Nicholas Avenue, New York, New York, pursuant to a Declaration of Condominium dated _____, and recorded in the New York County office of the Register of the City of New York on _____, ARCIS No. _____ and on the Floor Plans on file in said office as Map No._____, do hereby nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers of THE DWYER CONDOMINIUM jointly, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution: (1) acquire in their own name, as members of the Board of Managers, or in the name of their designee, corporate or otherwise, on behalf of all Owners of Units in said Property, in accordance with their Common Interests, any Unit whose Owner desires to abandon or sell the same, the undivided interest in the Common Elements appurtenant thereto, the interest of such Unit Owner in any other Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or in the proceeds of sale or lease thereof, if any, and the rights and privileges appurtenant thereto, the interest of such Unit Owner in all other assets of the Condominium as defined in the aforementioned Declaration or any Unit, which shall be the subject of a foreclosure or other judicial sale, or to lease any Unit whose Owner desires to rent the same, at such price or on such rental, as the case may be, pursuant to the offer as required by the right of first refusal, and on such terms as said attorneys-in-fact shall deem proper, and thereafter to convey, sell, lease or mortgage (but not to vote the votes appurtenant thereto) to otherwise deal with any such Units so acquired by them, or to sublease any Unit so leased by them on such terms as said attorneys-in-fact may determine, (2) commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to Residential Units, including retaining counsel and taking any other actions which the Residential Board deems necessary or appropriate and (3) execute, acknowledge and deliver any declaration or other instrument affecting the entire Building which the Board of Managers 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 Building or any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Units or the Common Elements which the Board of Managers deems necessary or appropriate, granting to such attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present.

The acts of majority of such persons shall constitute the acts of said attorneys-in- fact.

The undersigned do hereby nominate, constitute and appoint 258 Saint Nicholas Avenue LLC ("Sponsor") as attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, to amend from time to time the Declaration, the By-Laws and the Rules and

Regulations of the Condominium, or any of said documents, when such amendment (1) shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interests of the affected Unsold Units resulting therefrom made by Sponsor or its Designee in accordance with Article 19 of the Declaration or (2) shall be required by (a) an institutional lender procured by Sponsor to make a mortgage loan secured by a mortgage on any Unit, (b) any governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company selected by Sponsor to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of this paragraph shall not (i) change the Common Interest of the undersigned's Unit, (ii) require a material, physical modification to the undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an institutional lender covering the undersigned's Unit unless the undersigned (in the event described in subdivision (i) or (ii) of this paragraph) and the holder of such mortgage (in the event described in subdivision (iii) of this paragraph) shall consent thereto by joining in the execution of such amendment. The terms, covenants and conditions contained in, and the powers granted pursuant to this paragraph shall remain in full force and effect until such time as the Sponsor or Sponsor-designee(s) shall cease to own any Units in the Condominium.

This Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned, has executed this Power of Attorney this __ day of , 200_.

_____

_____

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

On the __ day of _____in the year ____ 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 the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

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

On the __ day of _____in the year ____ 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 the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

POWER OF ATTORNEY

Dated: _____ __, 200__

By and between
The Board of Managers of The Dwyer Condominium
and _____

Premises: Unit _____
258 St. Nicholas Avenue,
New York, New York

Block: 1950
Lot:
County: New York

Record and Return to:
SEIDEN & SCHEIN, P.C.
570 Lexington Avenue
New York, New York 10022

FORM OF UNIT DEED

FORM OF UNIT DEED

THIS INDENTURE made the_____day of _____,_____ , between 258 Saint Nicholas Avenue LLC, a New York limited liability company having an office at303 South Broadway, Suite 102, Tarrytown, New York, 10591 "Grantor", and _____, having and address at_____"Grantee".

W I T N E S S E T H:

That the Grantor, in consideration of Ten ($10.00) Dollars and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, and the heirs or successors and assigns of the Grantee, forever:

The Condominium Unit known as Unit No. _____ in the Building known as 258 St. Nicholas Avenue, New York, New York, and also designated and described as Unit No. _____ in the Declaration of Condominium comprising The Dwyer Condominium (hereinafter called the "Property") made by the Grantor under the Condominium Act of the State of New York, as amended (Article 9-B of the Real Property Law of the State of New York), dated _____, 200___, and recorded in the New York County Office of the Register of the City of New York, on the ____ day of ____200__, in ACRIS No. _____ (hereinafter called the "Declaration"), which Unit is also designated as Tax Lot No. _____on the Floor Plan of the Building, certified by James McCullar & Associates Architects, on the _____day of _____, 200____, and filed simultaneously with said Declaration in the said Office of the Register of the City of New York, County of New York as Map No. _____ (hereinafter called the "Unit"). The Property is described as follows:

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 New York and State of New York, bounded and described as follows:

SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF

All capitalized terms herein which are not separately defined herein shall have the meanings given to those terms in the Declaration of Condominium of The Dwyer Condominium.

TOGETHER with an undivided _____ percent interest in the common elements of the Property described in said Declaration (hereinafter called the "Common Elements");

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

TOGETHER with an easement for the continuance of all encroachments by the Unit on

any adjoining Units or Common Elements now existing as a result of construction of the Building, or which may come into existence hereafter as a result of settling of the Building, or as a result of repair or restoration of the Building, or the Unit, after damage by fire or other casualty, or after taking in condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of Managers, so that any such encroachments may remain so long as the Building shall stand;

TOGETHER with an easement in common with the Owners of other Units to use any pipes, wires, ducts, cables, conduits, public utility lines, and other Common Elements located in any of the other Units or elsewhere on the Property, and serving the Unit;

TOGETHER with and SUBJECT to all easements of necessity in favor of the Unit or in favor of other Units or the Common Elements;

SUBJECT to easements in favor of adjoining Units and in favor of the Common Elements for the continuance of all encroachments of such adjoining Units or Common Elements on the Unit, now existing as a result of construction of the Building, or which may come into existence hereafter as a result of settling of the Building, or as a result of repair or restoration of the Building or any adjoining Unit or of the Common Elements, after damage, condemnation or eminent domain proceedings, or by reason of an alteration or repair to the Common Elements made by or with the consent of the Board of Managers, so that any such encroachments may remain so long as the Building shall stand. Each Unit shall be subject to the aforesaid easements in favor of all other Units. In addition, each Unit shall have, and shall be subject to, easements of subjacent support and necessity in favor of such Unit or in favor of other Units and the Common Elements;

SUBJECT also to an easement in favor of the other Units to use the pipes, wires, ducts, conduits, cables, public utility lines and other Common Elements located in the Unit or elsewhere on the Property and serving such other Units;

SUBJECT also to such other liens, agreements, covenants, easements, restrictions and other matters as pertain to the Unit and / or to the Property as more particularly described in Schedule B attached hereto and made a part hereof.

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

EXCEPT as otherwise specifically permitted by the Board of Managers of the Condominium or provided in the Declaration or in the By-Laws, the Unit is intended for Residential use only;

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

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to, the provisions of the Condominium Act, or if any provision that is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of the Declaration shall control.

The Grantor, in compliance with Section 13 of the Lien Law, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvements before using any part of the same for any other purpose.

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

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

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

GRANTOR:
258 Saint Nicholas Avenue LLC
By: 123rd St. Partners LLC

By: _____

GRANTEE:

_____

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

On the __ day of _____in the year ____ 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 the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

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

On the __ day of _____in the year ____ 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 the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

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

On the __ day of _____in the year ____ 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 the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

UNIT DEED

Dated: _____ __, 200___

By and between
258 Saint Nicholas Avenue LLC
and _____

Premises: Unit ____
258 St. Nicholas Avenue,
New York, New York

Block: 1950
Lot:
County: New York

Record and Return to:

JAMES McCULLAR
& ASSOCIATES
ARCHITECTS
268 WEST 73rd STREET
NEW YORK, NY 10023
TEL (212) 877-9300
FAX (212) 877-8510

Report On The Physical Conditions
Of Premises Located At
258 St. Nicholas Avenue
New York, NY 10027

September 28, 2005

The information herein has been obtained from the building owner, documents of record, municipal agencies and visual on-site inspections of the property, and follows the State of New York Attorney General's outline.

The Architect inspected the site on March 29, 2005 prior to preparation of this report to confirm the existing conditions described herein.

The building is presently undergoing the reconstruction and conversion from a partially demolished warehouse building to a mixed-use residential building in compliance with applicable zoning regulations. The existing foundations, cellar and partial lot line masonry walls will be retained and reused. All other existing systems will be replaced with new systems as described in the report.

The alteration will include all new residential and other spaces, including all necessary mechanical, plumbing, electrical and fire protection and construction components. All work listed is proposed except as otherwise noted. The building will contain the following uses:

Residential Use
First Floor Lobby, 52 Apartments including Super's Apartment, Common Roof Terrace, and Cellar service spaces.

Commercial Use: Non-Residential Unit No. 1
First Floor Retail Space and Cellar Storage Room

Community Facility Use: Non-Residential Unit No. 2
First Floor Lobby and Cellar spaces. This space is covered by a Restrictive Declaration described in paragraph (c) 2 i below.

Common Spaces
Cellar Mechanical and service spaces

(a) LOCATION AND USE OF PROPERTY

This property and proposed use will comply with all zoning and use requirements at closing as indicated on the approved Department of Buildings plans.

1.	Address	258 St. Nicholas Avenue New York, NY 10027
2.	Block & Lot	Block 1950, Lot 24
3.	Zoning	C4-4D Commercial District Zoning Map 6A Quality Housing Program
4.	Permissible Uses	Residential & Accessory Uses Community Facility Uses Commercial Uses

(b) STATUS OF CONSTRUCTION

1.	Existing Building: Year Built	1892
2.	Proposed Construction Class	IC
3.	Certificate of Occupancy No.	Pending
4.	Alteration Permit No:	103772772008 Conversion of an existing warehouse building to Residential, Community Facility & Retail Uses

(c) SITE

1. SIZE
According to documents of record, the property is described as follows:

The property is located at the northwest corner of St. Nicholas Avenue and west 123rd Street. The lot area is 9,218.2 SF. The property is described as:

BEGINNING at the corner formed by the intersection of the northerly side of 123rd Street with the easterly side of St. Nicholas Avenue;
RUNNING THENCE northerly along the said easterly side of St. Nicholas Avenue, 88 feet 9-1/2 inches;
THENCE easterly and parallel with the said northerly side of 123rd Street, 110 feet 8-1/2 inches;
THENCE northerly and at right angles with the said northerly side of 123rd Street, 25 feet 3 inches to the center line of the block;
THENCE easterly along the center line of the block, 25 feet;
THENCE southerly and at right angles to the said northerly side 123rd Street, 100 feet 11 inches to the said northerly side of 123 Street; and
RUNNING THENCE westerly along the said northerly side of 123rd Street, 89 feet 3 inches to the point or place of BEGINNING.

An existing sidewalk vault at the Cellar level extends the length of the frontages on St. Nicholas Avenue and West 123 Street.

2. NUMBER OF BUILDINGS AND USE
There is one (1) building located on the site. The building will be classified as a Class "A" Multiple Dwelling.

i. A RESTRICTIVE DECLARATION, dated May 11, 1980 between the City of New York and Bluestone Management Corp. (a prior owner),

recorded at reel 1696 page o563, requires that seven-thousand square feet (7,000 SF) of the Cellar area be built out and made available on a continuous basis for a not-for-profit community facility. This space constitutes Non-Residential Unit No. 2 identified on Page 1.

ii. The building has two easements between 258 St. Nicholas Avenue (Lot 24), and adjacent 307 West 123 Street (Lot 128) on which a 4-story townhouse with penthouse will be built. The easements shall be recorded for each zoning lot at the County Clerk's Office.

Light and Air Easement: The easement provides for perpetual right to unrestricted light and air for windows in 258 St. Nicholas Avenue that overlook the rear yard and roofs of the townhouse at 307 West 123 Street.

Party Wall Easement: The easement provides for the use of the east lot line masonry wall of 258 St. Nicholas Avenue as a party wall with 307 West 123 Street (Lot 128).

3. STREETS

The streets fronting the property are public thoroughfares, owned and maintained by the City of New York.

i. The streets are fully improved with asphalt-paved roadways, in good condition.

ii. The curb at the sidewalk will be a steel faced in new condition.

iii There are no catch basins located along the street frontage.

iv. There is no New York City street lighting located along the street frontage. New lighting at sidewalk level will be provided from the building.

v. The above items appear to comply with local fire district and New York City codes.

4. SIDEWALKS

There will be new sidewalks, which are 20-ft. wide at St. Nicholas Avenue and 15-ft. wide at West 123 Street.

There are no driveways.

(d) UTILITES

1. Water Supply

Water is supplied to the building from an underground street main, owned and maintained by the City of New York. There is one water meter for the entire building, upon which sewer & water charges will be based.

2. Sanitary & Storm Sewer

The building will have a new connection to the combined sanitary and storm sewer in St. Nicholas Ave. The sewer is owned and maintained by the City of New York.

3. Gas

Gas is supplied to the building by Con-Edison from the underground street main. There will be two common gas meters for: 1) Common space heating meter; and 2) Common cooking and water heater meter.

4. Electric
   The building is supplied with electricity from Con Edison's street main. Individual meters are provided for 1) Residential Units; 2) Residential limited common areas, including the lobby and corridor spaces, mechanical and services spaces, and exterior lighting; and 3) Non-Residential Unit No. 2. Provision is made for future electric meters for Non-Residential Unit No. 1.

5. Telephone
   Telephone service is provided by Verizon and equipment is located in cellar area.

(e) SUB-SOIL CONDITONS

1. Existing foundations appear to be in stable and good condition
2. There is no evidence of water infiltration
3. The building is not located in a flood plain and there is no danger of flooding.

(f) LANDSCAPE - SITEWORK

There is no on-site landscape work. A new concrete sidewalk will be provided. No sidewalk trees are anticipated, as the sidewalk lies above a sidewalk vault at the Cellar level.

(g) BUILDING SIZE

1. Total height of the building from grade is 118.90 ft. plus or minus.
2. There is one Cellar with a floor to floor height of 13 feet - 11-3/8 inches.
3. There are 10 floors above grade.
4. Equipment rooms are located in the Cellar. They include the Boiler Room, Electric Meter Room, Gas Meter Room, Water Meter Room, and Fire Pump Room.
5. The parapet height is a minimum of 3 feet 6 inches high above the finished room levels.

(h) STRUCTURAL SYSTEM

The building is classified as a Class IC fireproof structure. All systems are new except noted as "Existing". The Existing foundations are of stone construction. The Cellar floor will be a concrete slab on grade. The structural system consists of steel columns and beams with concrete on metal deck floors and roofs.

The existing foundations and walls to be retained, including Cellar foundation walls, sidewalk vault walls, and lot line walls up to the 4th Floor level, are in good condition.

1. EXTERIOR OF BUILIDNG

i. The Cellar is enclosed by Existing masonry foundation walls.

Courtyard walls are cavity walls with exterior brick, and interior concrete block.

Street and courtyard walls above the First Floor level are cavity walls with exterior brick and decorative cast stone elements, exterior gypsum sheathing (Dens-Glass exterior gypsum sheathing manufactured by Georgia Pacific, or equal) over steel framing with interior gypsum board. Batt insulation is provided within the steel framing.

Lot line walls consist of Existing 12 to 16 inch masonry walls with interior gypsum board furring up to the Fourth Floor level. Above the Fourth Floor level at adjacent buildings, lot line walls consist of 8 inch concrete block with gypsum board furring. At other locations, lot line walls consist of cavity walls with exterior brick, sheathing over steel framing and interior gypsum board. Batt insulation is provided within furring and steel framing. Lot line walls are 2-hour fire rated.

Penthouse walls facing roof terraces, and Bulkhead walls consist of exterior insulation and finish system (EIFS) adhered to steel framing with exterior sheathing and interior gypsum board, or equal.

The following insulation is provided at exterior walls:

Location	R-value	Thickness
Foil faced within metal framing	R-19	5-1/2 inch
Foil faced in furring at masonry walls	R-11	3-1/2 inch

ii. Windows will be aluminum fixed and horizontal sliding, with balcony and terrace doors. Glass is insulated type.

Windows, terrace and balcony doors will be manufactured by Traco, with "Acrynar" baked on paint finish, and include: Traco Series 6800 Horizontal Sliding Thermal Aluminum Widows; Traco Series 7100 Fixed Themal Aluminum Windows; and Traco Series 8920 Inswing Thermal Aluminuim Terrace Doors. Windows and doors will have a 10 year warrantee for finish and insulated glass units; and one year warrantee for parts.

iii. Approved lot line windows and windows within 15 feet of lot lines will have tempered glass and will be protected by sprinklers within the building.

Lot line windows are not permitted for legal light and air and may be blocked by any future building constructed on an adjacent lot. A restrictive declaration will be filed with the County Clerk's Office prior to Certificate of Occupancy. Apartment units with lot line windows are as follows:

Unit 1A (Super's Apartment)	East lot line wall windows (2)
Units 2A, 3A, 4A, 5A & 6A	North lot line windows (2)
Units 7A, 8A & 9A	North lot windows (3)
Units 2E, 3E, 4E, 5E, 6E, 7E, 8E & 9E	East lot windows (2)*
Units 7F, 8F & 9F	North lot line window (1)
Unit PH-C	East lot window (1)

* Kitchen window and north window in Master Bedroom

The estimated cost to close a lot window is $950 at today's prices.

ii. The building is neither a landmark nor located in a landmark district.

2. PARAPETS

Parapets will be constructed of solid brick with cast stone copings, and are minimum 3'-6" high above finished terrace and roof levels.

3. CHIMNEY AND CAPS

Boiler chimney will be constructed of metal and projects approximately 3 ft. above elevator machine bulkhead roof.

4. BALCONIES AND ROOF TERRACES

Balconies will consist of concrete surfaces enclosed by metal railings and building walls. Roof terraces are located at building setbacks and are enclosed by masonry parapets, railings, and building walls; and are finished with precast pavers, or equal. Clear glass and aluminum doors will lead from apartment to each balcony or roof terrace.

5. EXTERIOR ENTRANCES

The main entrance is located at the sidewalk level and will be provided with doors and sidelights of aluminum and clear glass with transom, or equal. Doors will be provided with metal saddle and push-pull handles, and there will be key-locking hardware and intercom system at the exterior vestibule doors. Recessed lighting will be provided.

Mailboxes are located in Mail Room adjacent to the Lobby.

6. SERVICE ENTRANCES

A cellar egress and service stair is provided, which opens directly to the sidewalk.

7. ROOF AND ROOF STRUCTURES

i. Type of Roofs

The roofs will consist of a SBS modified bitumen roof system, as manufactured by Johns Manville, #3CIP, or equal, with 15 year warranty, or equal. The roof will be provided with roof drains connected to the building storm water system. Metal flashing will be provided at parapets and other roof structures. Apartment roof terraces and the Common Roof terrace will have precast paver surfaces, or equal. Four (4) inch diameter cast-iron waste vent stack and mechanical ventilation exhaust fan units are located at roof areas behind the common roof terrace.

ii. Drains

a. Cast iron roof drains are provided at roof terraces, roof and main bulkhead roof areas and are connected to interior leaders

b. Roof leaders and splash blocks are provided at the bulkhead and other roof areas.

iii. Skylights
Operable aluminum skylights, as manufactured by Velux-America; Model #VSE 606, or equal; with tempered insulated glass; provided at Bedrooms in Apartment PH-C and upper level of Apartment 9F.

iv. Bulkhead
A roof bulkhead provides access to the limited common residential roof terrace and contains the elevator override and Elevator Controller Room. Mechanical equipment is located at the Bulkhead roof.

v. Metal work at roof levels

a. No exposed metal stairs or support structures are provided.

b. Vertical ladders
A steel ships ladder, located in an enclosed space at the top stair landing, provides access to a roof hatch in the main bulkhead roof.

c. Roof Railings
Painted steel railings, with minimum height of 3 feet 6 inches above finished roof terraces, are provided within the masonry parapets at Penthouse (10th Floor) Apartment roof terraces.

Vinyl covered decorative railings, with minimum height of 3 feet six inches, are provided at the perimeter of the common roof terrace.

d. Roof hatches
A 2 foot -6 inch by 4 foot-6 inch roof hatch is provided for access to the main bulkhead roof.

vi. Rooftop facilities
A common roof terrace is provided at the main roof. The terrace is accessed from the Bulkhead corridor, which is served by the residential building elevators and stairs. See paving material above. Exterior lighting is provided, as noted under electrical below.

8. FIRE ESCAPES
There will be no fire escapes in this building

9. YARD AND COURTS
One service courtyard at the Cellar level at the rear of the building is provided. It will have a concrete paving with one area drain. It will be enclosed by a 8 foot high chain link fence.

10. INTERIOR STAIRS
The Residential Building is served by two (2) stairs which serve as the primary means of egress from the roof to street level.

The Cellar service area is served by two (2) stairs that provide means of egress to the street: The service stair directly to the street, and a second stair to the Residential Lobby to the street.

Non-Residential Unit No. 2 is served by a main stair to its First Floor lobby and street; and by a second means of egress to the Cellar service stair to the street level.

Stair construction will comply with the New York City Building Code. Enclosing walls, soffits, and doors will be of fire resistant construction. Stairs will be steel pan-type with concrete filled treads and platforms. Handrails will be steel, wall-mounted type.

11. INTERIOR DOORS AND FRAMES

Interior doors and frames comply with the New York City Building Code.

Apartment unit entrance doors and frames will be hollow metal, fire-rated, self-closing with peephole and mortise and cylinder hardware. Bedrooms, bathrooms and closet doors will be composite wood in wood frames with passage-set hardware.

Corridor, stair, service, and mechanical equipment doors at all floors and roof will be hollow metal, fire rated, self closing.

12. ELEVATORS

There will be two (2) elevators serving the Residential Floors, and one (1) elevator serving Non-Residential Unit No. 2. Elevators will comply with ANSI A 17.1, ADA, and the NYC Building Code.

Residential Elevators

Number	Two (2) passenger elevators
Manufacturer	Otis Elevator Company
Type:	"Gen2" elevator systems, Model GEN2 2500R "Machine Room-Less Elevator System"
Capacity	2500 pounds
Speed	350 feet per minute
Operation:	Duplex Operation
Control	Microprocessor control
Floors Served	Cellar, Floors 1-10 and Roof Terrace Level
Hoistway Doors	Two (2) per hoistway: Front (Cellar & First Floor Lobby) and Rear (other floors)
Door type	Single speed, slide opening doors 3 foot 6 inches wide x 7 foot high-inch wide, stainless steel finish at First Floor, baked enamel painted finish all other floors, aluminum sills
Machine Room	Controllers located adjacent hoistway at Roof Level; no overhead machine room
Signals	Digital car position indicators

Non-Residential Unit No. 2 Elevator

Number	One (1) passenger elevator
Manufacturer	Otis Elevator Company, Model LVM 2500 Hydraulic, or equal

Type	Holeless hydraulic passenger elevator
Capacity	2500 pounds
Speed	125 feet per minute
Operation	Selective collective
Control	Microprocessor hydraulic
Floors Served	Cellar and First Floor
Hoistway Doors	Two (2) per hoistway: Front (First Floor Lobby) Side (Cellar level)
Door type	Single speed, slide opening doors 3 foot 6 inches wide x 7 foot high-inch wide, stainless steel finish at First Floor, baked enamel painted finish at Cellar, aluminum sills
Machine Room	Located in Cellar adjacent hoistway
Signals	Digital car position indicators

13. ELEVATOR CABS

Manufacturer	Otis Elevator Company, or equal
Floor finish:	Fritztile, or equal
Wall finish:	Satin stainless steel car front and door, plastic laminate panels, or equal
Ceiling finish:	Plastic laminate, or equal
Lighting	Fluorescent downlights
Safety Features	3D infrared multi-beam door reversal device Firefighters service Phase I and Phase II Handicapped and Braille markings ADA integral car station phone Emergency car lighting

(i) AUXILIARY FACILITIES

1. Laundry Room
No common laundry room provided. Washer-dryer hook-ups are provided in apartments.

2. Refuse Disposal

Residential Units
Compactor closets are located at each residential floor, with hopper intake doors. Components of the system include:

Chute Fed Recycling System for refuse, paper, and bottles, manufactured by NuRecycling Technologies Inc., Model NuReTec 3000, with controls located in the compactor closet at each floor; or equal.

One (1) 24-inch diameter aluminized steel chute

One (1) compactor manufactured by Refuse Systems Corp., model HIVOLEX K, located in the cellar level Compactor Room; or equal.

Refuse will be collected by the New York City Sanitation Department three days a week.

Non-Residential Unit No. 1 and Non-Residential Unit No. 2
These spaces will arrange for refuse disposal by private providers.

(j) PLUMBING AND DRAINAGE

1. WATER SUPPLY
The building is supplied by a combined Fire Protection / Domestic 6" water service entering the cellar level from St. Nicholas Avenue. Upon entering the building the service splits into a 6" fire and 3"domestic service. The 3" branch is metered, fitted with the required backflow prevention device and extended to feed a triplex constant pressure booster system that delivers water to the second floor and above. The cellar and ground floor are served by street pressure.

2. FIRE PROTECTION SYSTEM
The building will be protected by a 6" combined Fire standpipe and sprinkler riser located in the stair enclosure. The riser will consist of standard weight steel piping. Sprinklers will be provided throughout in accordance with the building code. A hose cabinet is provided in the Residential Lobby. At apartments and public hall areas the heads shall be concealed type. At areas where piping is exposed the heads shall be upright type. Two (2) Siamese connection are provided, one at each street frontage.

There will be smoke and carbon monoxide detectors in apartments.

A fire alarm system will be provided for the Cultural Industries Space.

3. FIRE WATER STORAGE TANK
None provided.

4. WATER PRESSURE AND HOW MAINTAINED
A triplex water pressure booster system maintains water pressure to the upper floors.

5. SANITARY SEWAGE SYSTEM
The sanitary system will be no-hub cast-iron mains, risers and vents. Drainage is arranged for gravity flow, terminating at the house sewer, which is connected to a combined street sewer. A ejector pump is provided for sanitary plumbing at the Cellar level.

6. PERMITS REQUIRED
A sewer connection approval has been obtained. Permit is pending approval by NYS Attorney General and review by NYC D.E.P. legal council.

7. STORM DRAINAGE SYSTEM
Roof, terrace and yard drains will be provided. Above ground piping will be cast iron, and below grade piping will be extra heavy cast iron.

(k) HEATING

1. 3 copper finned boilers located in the cellar provide hot water for heating the entire building. Two pumps fed by a primary-secondary pumping arrangement provide hot water to risers located throughout the building. The system was designed to satisfy peak load for the entire building at an outdoor temperature of 10 degrees Fahrenheit to provide an indoor temperature of72 degrees Fahrenheit as per building code. Heating piping will be type L Copper.

2. 3 natural gas fired copper finned boilers with fan-assisted draft will be installed, each capable of providing 2/3 of the calculated heating load for the entire building.

3. Each boiler will be a Raypak Hi-Delta model H8-992 capable of producing 842mbh of heat.

4. Natural gas burners are integral to boilers

5. All three boilers will be controlled by a single Raypak model Y-200 series microprocessor based control panel. The panel will control the operation, sequencing , and staging of each boiler based on outdoor temperature.

6. A combination of Finned tube Radiation, Unit heaters, Cabinet heaters, and Hot water heating coils within PTAC units and Air handling units supply heat to the entire building. PTAC (Packaged terminal A/C units) are by McQuay, Inc. or equal

Type:	Type A	Type B	Type C	Type D	Type E	Type F	Type G
Model:	PDNS 1007CZ	PDNS 1009CZ	PDNS 1012CZ	PDNS 1015CZ	PDNS 1016CZ	PMEJ 1012CZ	PRES 1019CZ
Cooling:	7300 BTUH	9200 BTUH	12100 BTUH	14600 BTUH	16000 BTUH	11300 BTUH	18500 BTUH
Heating:	16300 BTUH	21200 BTUH	18400 BTUH	18400 BTUH	18400 BTUH	11600 BTUH	16500 BTUH
EER:	10.3	9.9	10.3	9.6	8.9	8.5	8.0

Quantities of PTAC Units in each apartment unit are as follows:

Apt	Type A	Type B	Type C	Type D	Type E	Type F	Type G
Super	1		1		1		
2A	1	1		2		1	
2B		2		3			
2C	1		2				
2D		2			1		
2E		1	3				
2F		1				1	
3A	1	1		2		1	
3B		2		3			
3C	1		2				
3D		2			1		
3E		1	3				
3F		1				1	
4A	1	1		2		1	
4B		2		3			
4C	1		2				
4D		2			1		
4E		1	3				
4F		1				1	
5A	1	1		2		1	
5B		2		3			
5C	1		2				

5D		2	3				
5E		1	3				
5F		1				1	
6A	1	1		2		1	
6B		2		3			
6C	1		2				
6D		2	3				
6E		1	3				
6F		1				1	
7A	1	1		2		1	
7B		2		3			
7C	1		2				
7D		2	3				
7E		1	3				
7F			1			1	
8A	1	1		2		1	
8B		2		3			
8C	1		2				
8D		2	3				
8E		1	1				
8F			1			1	
9A	1		1		2	1	
9B			2	1	1		
9C		1		2			
9D		1	1	3			
9E		1		3			
9F				1		1	
PH-A				2			
PH-C			2	1			
PH-D							1
BLK			2				

The PTAC Units along with finned tube radiation and the boiler system are designed to provide adequate heat in the apartment units.

The PTAC Units are designed to provide adequate cooling for most of the apartment units, several units in the penthouse are also cooled with vertical split system air conditioning units.

Electricity for the PTAC Units is provided through the Apartment Electric Meter so that the Unit Owner will pay the electric charges for operation of the PTAC Unit

7. FUEL
Natural gas.

8. OIL TANK
None provided.

(l) GAS SUPPLY

1. TYPE
Gas (natural) is supplied to the building by Consolidated Edison.

2. METERS
Two meters will be provided: one cooking and water heating; and one for space heating equipment.

3. PIPING
Threaded black steel. Diameter varies as required by code.

(m) AIR CONDITIONING

Non-Residential Unit No. 2 will be air conditioned by two ceiling mounted split system A/C units, each with remotely mounted indoor condensing units. (AC-1: Skil-Aire model BAA-120-H3 with economizer, 115mbh and Skil-Aire model CAA-120-H3-ECX remote condenser. AC-2: Skil-Aire model BAA-180-H3 with economizer, 183mbh and Skil-Aire model CAA-180-H3-ECX remote condenser).

The First floor's residential lobby will be air conditioned by a self-contained split system A/C unit. Cooling for the retail spaces will be provided by each tenant. (AC-3: Skil-Aire model PAA-048-H3-EXT with economizer and integral condenser, 47mbh).

Each apartment on floors Two through Nine will be cooled by PTAC units (See chart).

The Penthouse apartments will be cooled by a combination of PTAC units and vertical split system A/C units with air-cooled condensers located on the bulkhead roof. (Penthouse-A: McQuay model SAH090APT, 88mbh with McQuay model ACU-09-APAY outdoor condenser. Penthouse-B: McQuay model SAH061ARTY, 62mbh with McQuay model ACU-062-ARAY outdoor condenser. Penthouse-C: McQuay model SAH061ARTY, 52mbh with McQuay model ACU-060-ARCY outdoor condenser).

The Bulkhead lobby will be cooled with two PTAC units (see chart)

The common areas and hallways on floors two through the Penthouse will be cooled by a packaged rooftop make-up air unit with an internal direct expansion cooling coil and condensing unit. (MAU-1: Lennox model LGA102H2, 109mbh).

Ancillary, non-tenant areas, including the trash compactor room, superintendent's office, elevator machine room and the top of the elevator shaft area all air conditioned by Friedrich model WS through-the-wall sleeve type A/C units.

All of the above air conditioning equipment was selected to adequately cool their respective spaces and maintain an indoor temperature of 73 degrees

Fahrenheit at an outdoor temperature of 89 degrees Fahrenheit. All systems are designed to perform in accordance with the Building code.

(n) VENTILATION

Residential units will be ventilated by means of operable windows. Interior bathrooms and kitchens will be exhausted through independent systems.. The Public halls will be supplied with 100% outdoor tempered air ventilated from unit MUA-1 mentioned earlier.

Non-Residential Unit No. 1 will be ventilated by means of outside air brought in through the tenant supplied A/C equipment.

Non-Residential Unit No. 2 will be ventilated by means of outside air brought in through the areas two A/C units. The unit's minimum outside air ventilation rate is in compliance with building code based on anticipated occupancy.

(o) ELECTRICAL SYSTEMS

The Electrical system is adequate for modern usage. It will be adequate to meet the peak hour demand of he building as required by Code, and to handle the loads for appliances, air conditioning and laundry dryers for all building units.

(1) The total electrical service to the building is divided into the following categories

a. All residential apartments are served from (2) unmetered electric service switches. One switch is 1200 amp, 3 phase, 4 wire, fused at 1200 amps.

b. Non-Residential Unit 1 spaces are served by a dedicated 600 amp, 3 phase, 4 wire 120/208 volt metered service switch fused at 600 amps.

c. Non-Residential Unit No. 2 is served by a dedicated 600 amp, 3 phase, 4 wire, 120/208 volt metered service switch fused at 600 amps.

d. Common areas are served from a dedicated 1200 amp, 3 phase, 4 wire, 120/208 volt metered service switch fused at 1000 amps.

(2) Service to individual Apartment Units:

Super Apt.	Dedicated 100 amp, 1 phase, 3 wire, 120/208 volt metered electrical service
Type "A"	Dedicated 100 amp, 1 phase, 3 wire, 120/208 volt metered electrical service
Type "B"	Dedicated 100 amp, 1 phase, 3 wire, 120/208 volt metered electrical service
Type "C"	Dedicated 100 amp, 1 phase, 3 wire, 120/208 volt metered electrical service
Type "D"	Dedicated 100 amp, 1 phase, 3 wire, 120/208 volt metered electrical service
Type "E"	Dedicated 100 amp, 1 phase, 3 wire, 120/208 volt metered electrical service
Type "F"	Dedicated 100 amp, 1 phase, 3 wire, 120/208 volt metered electrical service

Type "PH-A" Dedicated 200 amp, 1 phase, 4 wire, 120/208 volt metered electrical service
Type "PH-B" Dedicated 150 amp, 1 phase, 3 wire, 120/208 volt metered electrical service
Type "PH-C" Dedicated 150 amp, 1 phase, 3 wire, 120/208 volt metered electrical service

(3) Convenience & appliance outlets
Switched and appliance receptacles will be provided in all rooms to meet the NYC Electrical Code. Ground Fault Interrupter (GFI) receptacles will be provided in all bathrooms, and in kitchens above the work counter. Arc Fault Circuit Interrupters (AFCI) receptacles will be provided in all bedrooms. Weather proof receptacles will be provided at Residential Unit Balconies and Terraces.

(4) Electrical Circuits in Apartment Units

Apartment Unit	Circuits
Super Apt.	12
2A-8A	33
9A	37
2B-9B	33
2C-9C	29
2D-9D	33
2F-8F	21
9F	28
PH-A	31
PH-B	21
PH-C	35

(p) INTERCOMMUNICATION AND/OR DOOR SIGNAL SYSTEMS, SECURITY CLOSED CIRCUIT TV AND BROADCAST TV

(1) Closed circuit security TV system in the residential lobby, the mail room, and at the exterior of the residential lobby entrance has been provided.

(2) Intercom/door signal system between each apartment unit and lobby desk has been provided.

(3) Each apartment unit is provided with the following:

Telephone outlets
Floors 2 through 9 & Penthouse
Living Room, Kitchen area, Master Bedroom, Bedroom, Office: 2 each
Studio: 3 each
Study: 1 each
First Floor Super Apt. Unit
Living Room, Kitchen area, Master Bedroom, Bedroom: 1 each

Cable TV outlets
Floors 2 through 9 & Penthouse
Living Room & Studio: 2 each
Kitchen area, Master Bedroom, Bedroom, Office, Study: 1 each

First Floor Super Apt. Unit
Living Room, Kitchen area, Master Bedroom, Bedroom: 1 each

Internet outlets

Floors 2 through 9 & Penthouse
Living Room, Studio, Master Bedroom, Bedroom, Office, Study: 1 each
First Floor Super Apt. Unit
Living Room, Master Bedroom, Bedroom: 1 each

(q) APARTMENT LIGHTING

Light Fixtures:

Location	Type
Entry	Incand. clg. mtd.
Dining Room	Clg. J-box for owner's fixture
Kitchen	Incand. clg. mtd.
Bathroom	Incand. wall mtd.
Master Bedroom	-
Bedroom	-
Corridor	Incand. clg. mtd.
Duplex Stair	Incand. wall sconce
Roof Terraces	Incand. wall mtd.
Balcony	Incand. wall mtd.

(r) PUBLIC AREA LIGHTING

Entrance, yards, public halls/stairs and cellar spaces will be provided with adequate lighting.

Light Fixtures:

Location	Type
Residential Lobby	
Lobby	Incand. clg. mtd.
Package Room	Incand. clg. mtd.
Concierge Toilet	Incand. wall mtd.
Mail Room	Incand. clg. mtd.
Residential Floors 2-10	
Corridors	Fluorescent clg. mtd
Refuse Closets	Fluorescent clg. mtd
Stairs	Fluorescent clg. mtd
Tel/Com Closet	Fluorescent clg. mtd
Roof Area	
Corridor	Fluorescent clg. mtd
Refuse Closets	Fluorescent clg. mtd
Stairs	Fluorescent clg. mtd
Roof Ship's Ladder Closet	Fluorescent clg. mtd
Service Closet	Fluorescent clg. mtd
Roof Terrace	Metal Halide wall mtd.
Elevator Control Room.	Fluorescent clg. mtd
Roof Mechanical Room	Fluorescent clg. mtd
Cellar Spaces	
Service Corridor	Fluorescent clg. mtd
Stairs	Fluorescent clg. mtd

Staff Room	Fluorescent clg. mtd
Compactor Room	Fluorescent clg. mtd
Boiler Room	Fluorescent clg. mtd
Fire Pump Room	Fluorescent clg. mtd
Water / Gas Meter Room	Fluorescent clg. mtd
Electric Meter Room	Fluorescent clg. mtd
Building Storage Room	Fluorescent clg. mtd
Retail Storage	Fluorescent clg. mtd
Toilet	Fluorescent clg. mtd
Janitor Closet	Fluorescent clg. mtd
Cable TV Closet	Fluorescent clg. mtd
Telephone Closet	Fluorescent clg. mtd

(s) EXTERIOR LIGHTING

Light Fixtures: (confirm)

Location	Type
Residential Canopy	Incand. clg. mtd.
Building Front	Metal halide wall mtd.
Service Courtyard	Incand. wall mtd.

(t) GARAGES AND PARKING AREAS
None provided

(u) SWIMMING POOL
None provided.

(v) TENNIS COURTS, PLAYGROUNDS AND RECREATION FACILITIES
None provided.

(w) PERMITS AND CERTIFICATES

Department of Air Resources Certificate	Tri-annual renewal
HPD/Boiler Safety	Inspection required annually.
Fire Department	Sprinkler & Fire Standpipe Inspection
	Cultural Industries Fire Alarm Inspection
HPD/Code Enforcement Div.	Inspection Certificate by request.
HPD/code of Enforcement Div. Inspection Certificate	Heating plant self-annual requirement.
HPD/ Dept. of Building Elevator Division	Annual and 5- year test.

(x) UNIT INFORMATION

Each apartment (52 units) generally consists of Living Rooms, Kitchens, Bedrooms, Studies, and Bathrooms. Apt. 1A is planned as the Super's Apartment. Unit distribution is as follow:

UNIT	LR	KIT	BR	STUDY	BATH	REMARKS
IA	1	1	2		1	Roof Terrace
2A	1	1	1	1	2	
2B	1	1	2		2	
2C	1	1	1		2	
2D	1	1	1		2	
2E	1	1	1		1	Balcony
2F	1	1			1	
3A	1	1	1	1	2	
3B	1	1	2		2	
3C	1	1	1		2	
3D	1	1	1		2	
3E	1	1	1		1	Balcony
3F	1	1			1	
4A	1	1	1	1	2	
4B	1	1	2		2	
4C	1	1	1		2	
4D	1	1	1		2	
4E	1	1	1		1	Balcony
5F	1	1			1	
5A	1	1	1	1	2	
5B	1	1	2		2	
5C	1	1	1		2	
5D	1	1	1		2	
5E	1	1	1		1	Balcony
5F	1	1			1	
6A	1	1	1	1	2	

6B	1	1	2		2	
6C	1	1	1		2	
6D	1	1	1		2	
6E	1	1	1		1	Balcony
6F	1	1			1	
7A	1	1	1	1	2	
7B	1	1	2		2	
7C	1	1	1		2	
7D	1	1	1		2	
7E	1	1	1		1	Balcony
7F	1	1			1	
8A	1	1	1	1	2	
8B	1	1	2		2	
8C	1	1	1		2	
8D	1	1	1		2	
8E	1	1	1		1	Balcony
8F	1	1			1	
9A	1	1	1	1	2	
9B	1	1	2		2	
9C	1	1	1		2	
9D	1	1	1		2	
9E	1	1	1		1	Balcony
9F	1	1	1		2	Duplex Unit
PH-A	1	1	1	1	2	Roof Terrace
PH-B	1	1	2		2	Roof Terrace
PH-C	1	1	2		2	Roof Terrace

1. FINISHED MATERIALS

For all Apartment Units

ROOM	FLOOR	WALLS	CEILING	REMARKS

Foyer/hall	Wood*	Painted drywall	Painted drywall	Wood base
Living Room	Wood*	Painted drywall	Painted drywall	Wood base
Bedroom & Study	Wood*	Painted drywall	Painted drywall	Wood base
Kitchen	Wood	Painted drywall	Painted drywall	Tile base
Bathroom	Marble tile	Painted drywall	Painted drywall	Marble Tile wainscot
Bathroom Apt. 1A Only	Ceramic Tile	Painted drywall	Painted drywall	Ceramic Tile wainscot
Washer Dryer Closet	Ceramic Tile	Painted drywall	Painted drywall	Tile base
Closets	Wood			

*Unit Flooring will be tongue and groove wood flooring
Water resistant gypsum wall board at bath, kitchen walls & washer/dryer walls

2. BATHROOM FIXTURES with Tubs

Water Closet	One (1) unit; vitreous china; Manufactured by Kohler, model #K3422 white, or equal.
Lavatory	One (1) unit; vitreous china; Manufactured by Kohler; model #K-2210 "Caxton", or equal.
Tub	One (1) unit; Manufactured by Kohler, model #K715 "Villager", or equal
Medicine Cabinet	One (1) unit, mirrored door, 2 or 3 shelves, or equal

3. BATHROOM FIXTURES with Showers

Water Closet	One (1) unit; vitreous china; Manufactured by Vita,model #K4014 white, or equal.
Pedestal Lavatory	One (1) unit; vitreous china; Manufactured by Vita; model #4007 white, or equal.
Shower Stall	36" x 36" Acrylic shower base, Manufactured by Vita
Medicine Cabinet	One (1) unit, mirrored door, 2 or 3 shelves, or equal

4. KITCHEN AND LAUNDRY EQUIPMENT: Units 2A through PH-C

Range	One (1) unit; Manufactured by Kitchen Aid; model # KGSA906PSS (Stainless) slide-in, or equal.
Microwave-Hood	One (1) unit, Manufactured by Kitchen Aid, model #KHMS155LSS (Stainless), or equal

Refrigerator	One (1) unit; Manufactured by Kitchen Aid; model # KBRA20EMSS, (Stainless), or equal.
Sink	One (1) unit; Manufactured by Emp; model #S-3 stainless steel, or equal. Faucet with pull out spray, Manufactured by Danze, model #4561-13-SS, or equal.
Dishwasher	One (1) unit; Manufactured by Kitchen Aid; model # KUD101FLSS (stainless), or equal.
Stacked Washer / Dryer (non-venting)	One (1) stacked washer / dryer set, Manufactured by Malber: washer model #P25; ventless dryer model #TD800; or approved equal.
Cabinets*	Wood cabinets; granite countertops or equal.

5. KITCHEN AND LAUNDRY EQUIPMENT: Unit 1A (Super's Apartment)

Range	One (1) unit; Manufactured by Kitchen Aid; model # KGSA906PSS (Stainless) slide-in, or equal.
Microwave-Hood	One (1) unit, Manufactured by GE model #JVM14302H, or equal
Refrigerator	One (1) unit; Manufactured by GE; model # GTS18FBRWW, or equal.
Sink	One (1) unit; Manufactured by Emp; model #S-3 stainless steel, or equal. Faucet with pull out spray, Manufactured by Danze, model #4561-13-SS, or equal.
Dishwasher	One (1) unit; Manufactured by GE; model # GTS18FBRWW, or equal.
Stacked Washer / Dryer (non-venting)	One (1) stacked washer / dryer set, Manufactured by Malber: washer model #P25; ventless dryer model #TD800; or approved equal
Cabinets*	Wood cabinets; granite countertops or equal.

Dryer ventilation: The Malber model #TD800, or equal, is a self venting type dryer.

(x) FINISH SCHEDULE OF SPACES OTHER THAN APARTMENT UNITS

SPACES	FLOORS	WALLS	CEILING	REMARKS
Lobby	Bluestone	Brick, painted drywall, wood paneling, metal panels	Painted Drywall	
Mail Room	Bluestone	Painted drywall	Painted Drywall	
Corridors Floors 2-9 & Penthouse	Wood	Painted Drywall	Painted Drywall	

Stairhalls	Painted concrete	Painted Drywall	Painted Drywall	
Refuse Closet	Quarry Tile	Painted Drywall	Painted Drywall	
Roof Service Closet	Quarry Tile	Painted Drywall	Painted Drywall	
Roof Mechanical & Elevator Control Rooms	Painted concrete	Painted Drywall	Painted Drywall	
Cellar Service Corridor	Painted Concrete	Painted Masonry & Drywall	Painted Steel Deck	
Staff Room	Vinyl Composition Tile	Painted Masonry	Painted Steel Deck	
Compactor Room	Painted Concrete	Painted Masonry	Painted Steel Deck	
Boiler Room	Painted Concrete	Painted Masonry	Painted Steel Deck	
Fire Pump Room	Painted Concrete	Painted Masonry	Painted Steel Deck	
Water / Gas Meter Room	Painted Concrete	Painted Masonry	Painted Steel Deck	
Electric Meter Room	Painted Concrete	Painted Masonry	Painted Steel Deck	
Building Storage	Painted Concrete	Painted Masonry	Painted Steel Deck	
Retail Storage	Painted Concrete	Painted Masonry	Painted Steel Deck	
Toilet	Ceramic Tile	Painted Masonry	Painted Drywall	
Janitor Closet	Quarry Tile	Painted Masonry	Painted Steel Deck	
Telephone & Cable TV Closets	Painted Concrete	Painted Masonry	Painted Steel Deck	

(y) SAFETY AND WARNING DEVICE IN APARTMENTS & COMMON AREAS

Smoke and carbon monoxide detectors required by the City of New York are provided in all apartments.

Sprinkler alarm system required by the City of New York is provided.

Emergency lighting in the lobby, corridors, stairs, and elevators.

(z) ADDITIONAL INFORMATION REQUIRED

The architect's Plans have been approved by the NYC Department of Buildings, which is the required legal agency for such approval.

The sponsor will obtain a Temporary Certificate of Occupancy (TCO) for each unit prior to its closing; and will obtain a permanent Certificate of Occupancy within two years after the date a TCO was obtained for the last unit.

The building complies with Local Law 58 for handicapped access and adaptable apartment units. Provisions have been made for the addition of future grab bars in bathrooms. Units do not, however, contain any of the following: grab bars, handicapped height water closets, handicapped lavatories, lowered sections of kitchen countertops or sink areas, or other handicapped modifications to the adaptable units.

The building did not contain any asbestos prior to the start of construction. Reference is made to the *Asbestos Study for 258-264 St. Nicholas Avenue, Manhattan, NY*, dated October 25, 1999, prepared for Cross Construction by the Singer Environmental Group, Ltd., (7 pages), which is attached to this report. After completion of the report, the building collapsed and all existing systems will be removed and replaced, except the masonry foundation and lot walls designated to remain. Asbestos was not found in those walls, and all other systems will be new installations. Upon completion of construction the building will not contain any asbestos

Upon completion of construction, the building will not contain any lead paint.

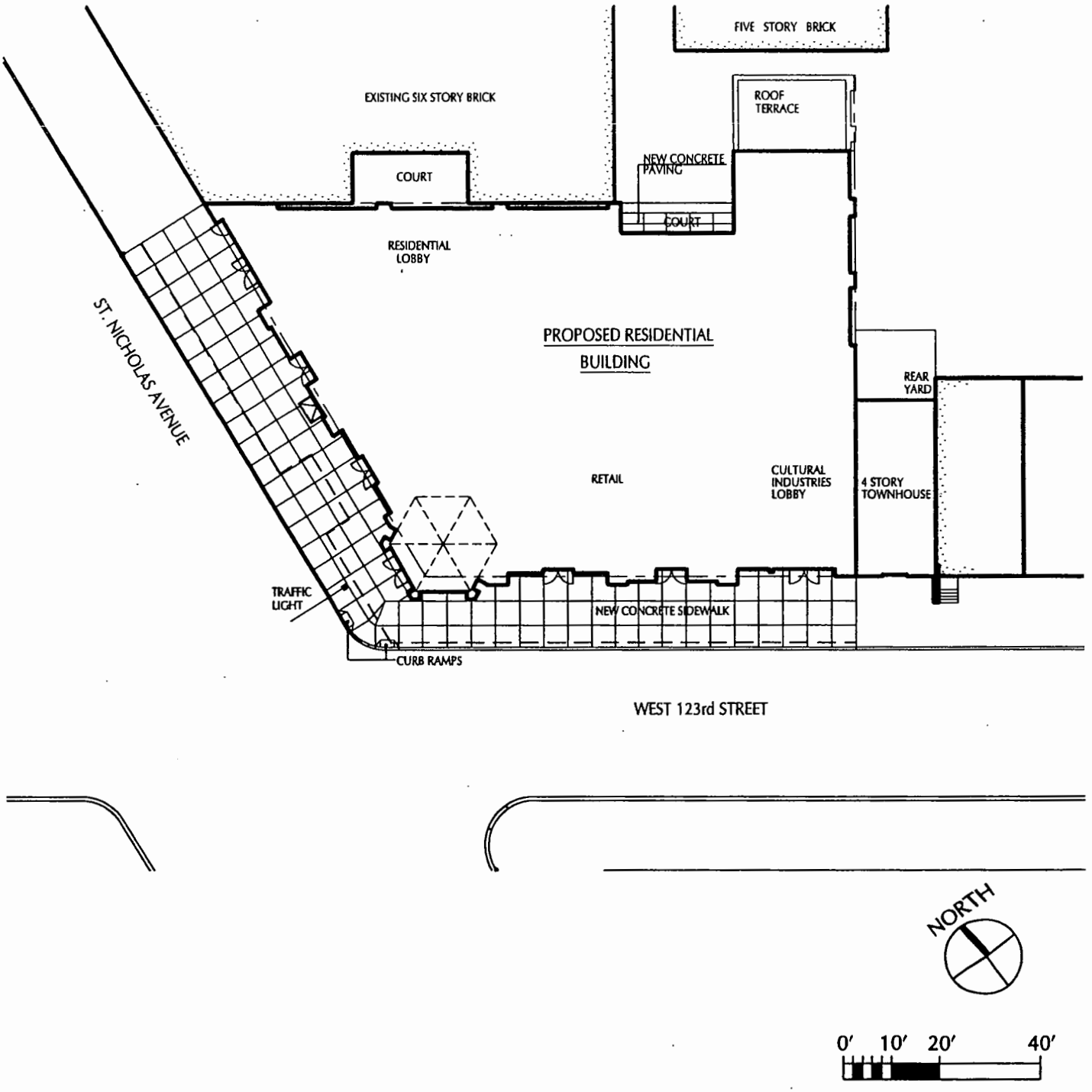
Approved Plans will be submitted to the Attorney General.

Certificate of Occupancy shall be issued by the Commissioner, certifying that such building conforms substantially to the approved plans and the provisions of the building code and other applicable laws & regulations.

-- End of Report --

James McCullar, Architect

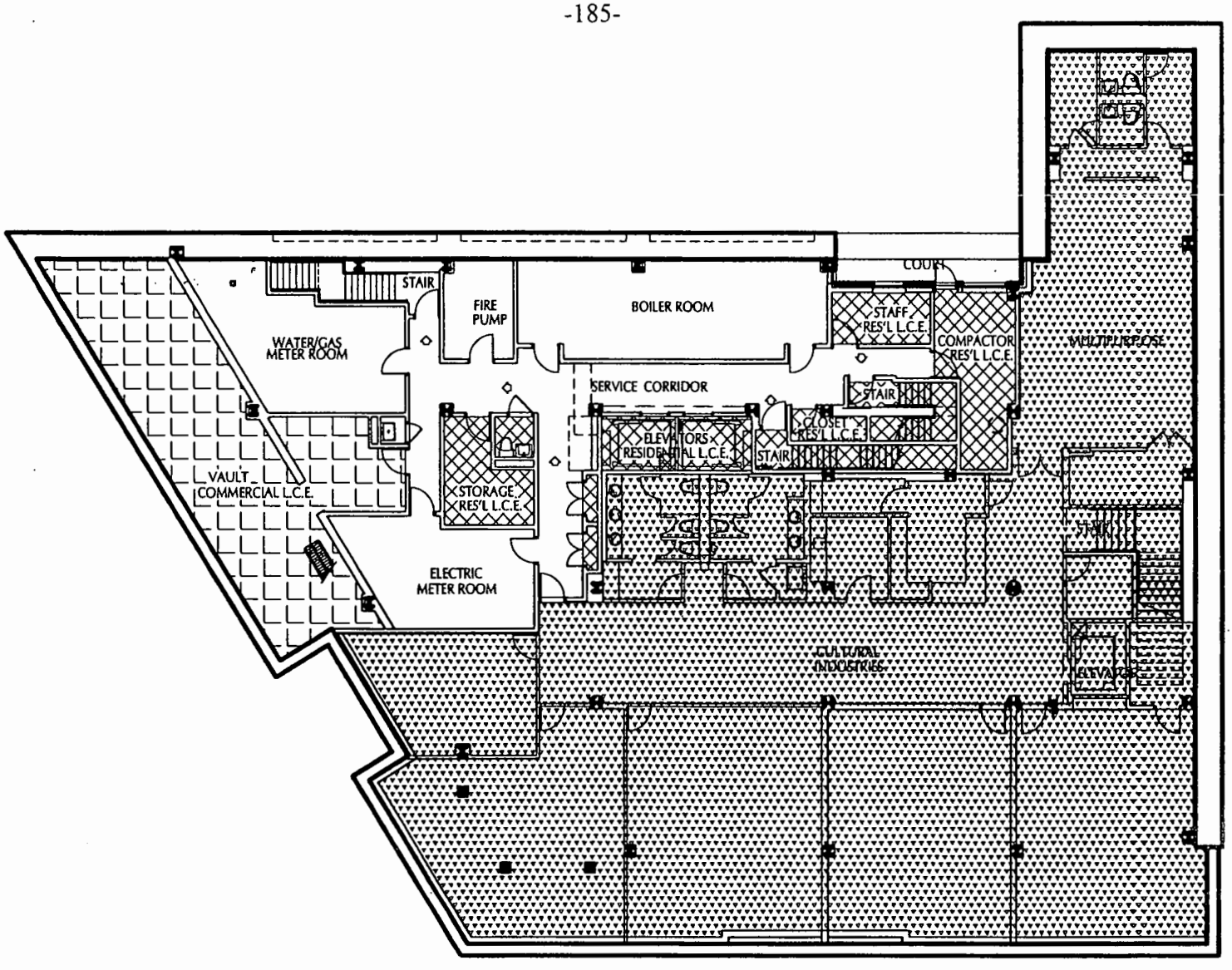




SITE PLAN

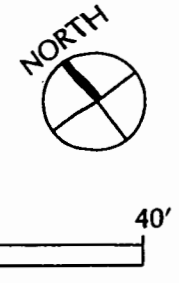
THE DWYER CONDOMINIUM

258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK



LEGEND

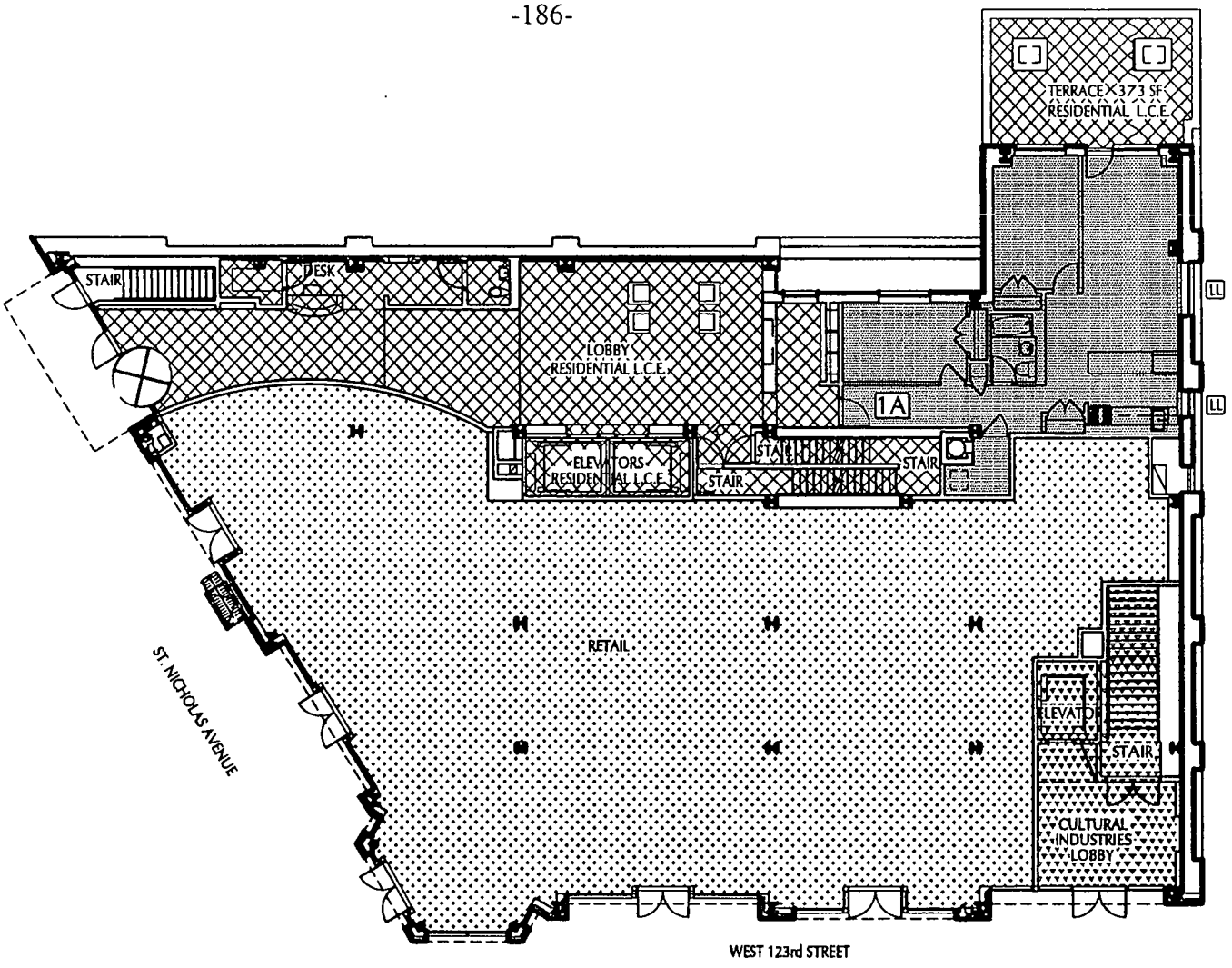
L.C.E.	LIMITED COMMON ELEMENT
	RESIDENTIAL L.C.E.
	COMMERCIAL L.C.E.
	COMMUNITY FACILITY UNIT
	COMMON ELEMENT



LOWER LEVEL FLOOR PLAN

THE DWYER CONDOMINIUM

258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK



LEGEND

L.C.E.	LIMITED COMMON ELEMENT
	RESIDENTIAL L.C.E.
	RESIDENTIAL UNIT
	COMMERCIAL UNIT
	COMMUNITY FACILITY UNIT
	COMMON ELEMENT
LL	LOT LINE WINDOW PROTECTED BY SPRINKLER

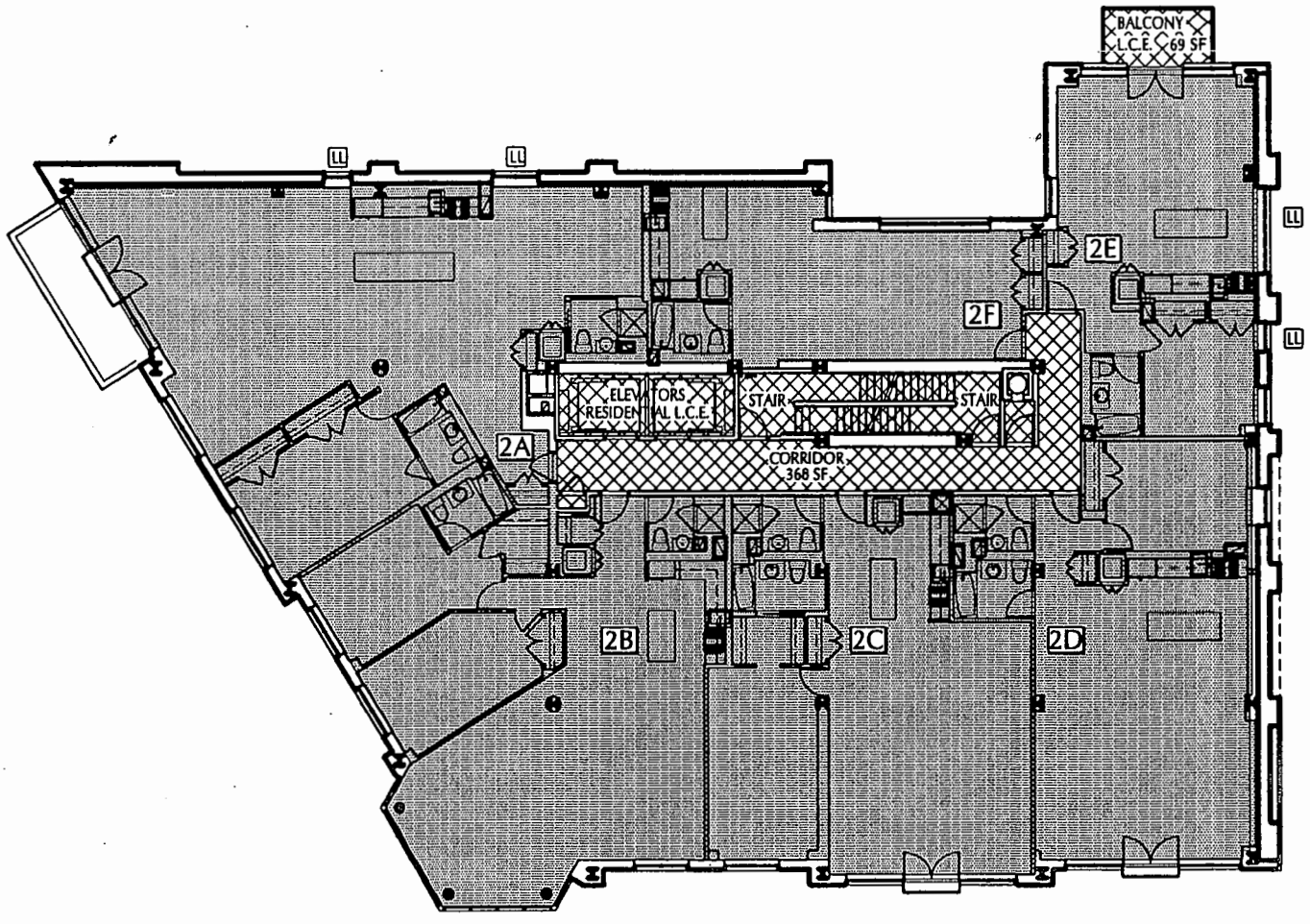
NORTH

0′ 10′ 20′ 40′

1st FLOOR PLAN

THE DWYER CONDOMINIUM

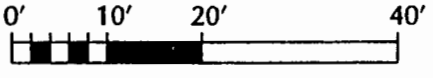
258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK



LEGEND

L.C.E.	LIMITED COMMON ELEMENT
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	RESIDENTIAL UNIT
	COMMON ELEMENT
LL	LOT LINE WINDOW PROTECTED BY SPRINKLER

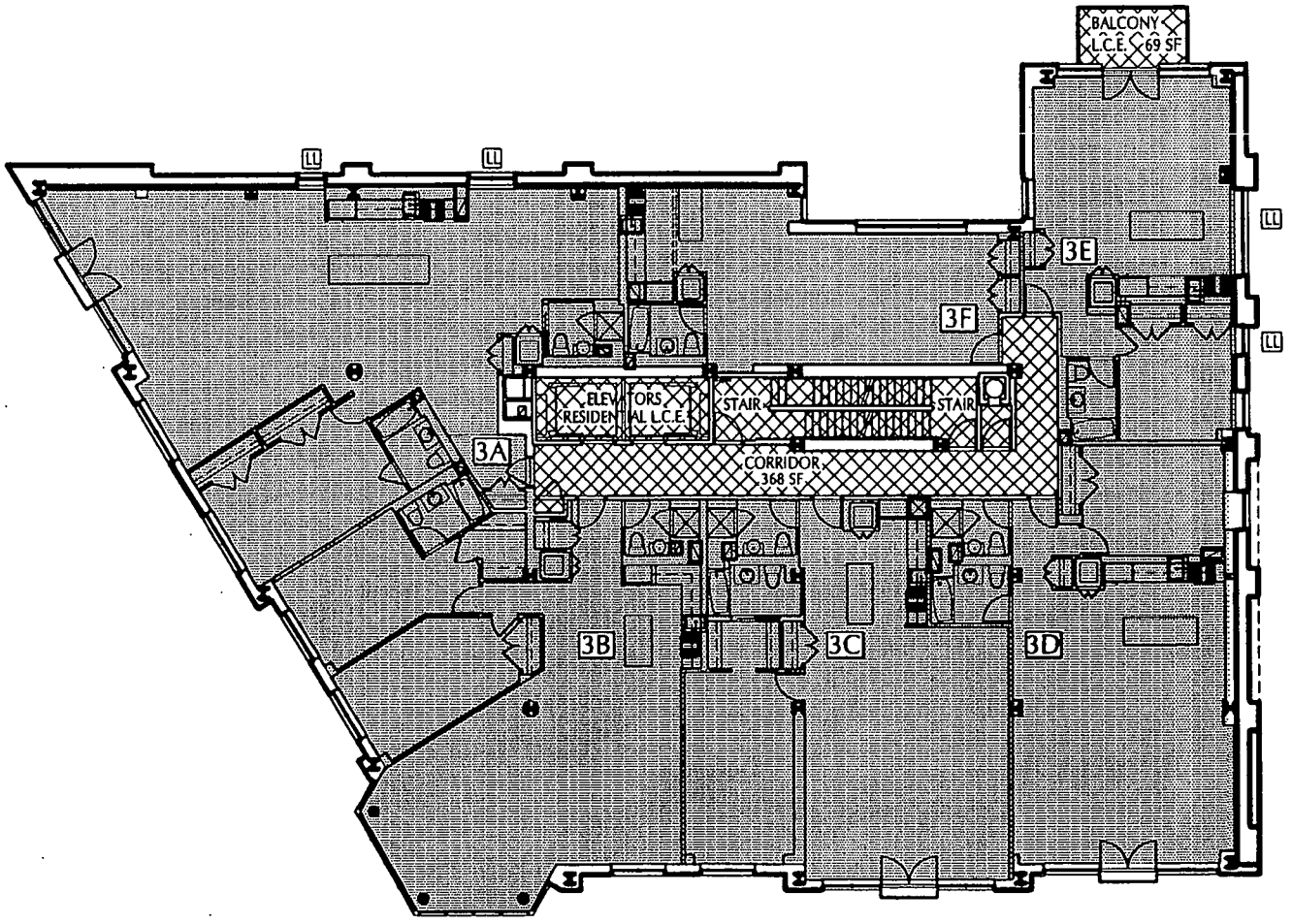




2nd FLOOR PLAN

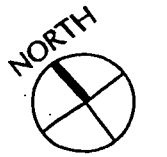
THE DWYER CONDOMINIUM

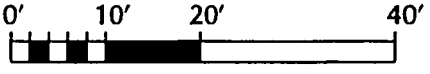
258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK



LEGEND

L.C.E.	LIMITED COMMON ELEMENT
	RESIDENTIAL L.C.E.
	RESIDENTIAL UNIT
	COMMON ELEMENT
LL	LOT LINE WINDOW PROTECTED BY SPRINKLER

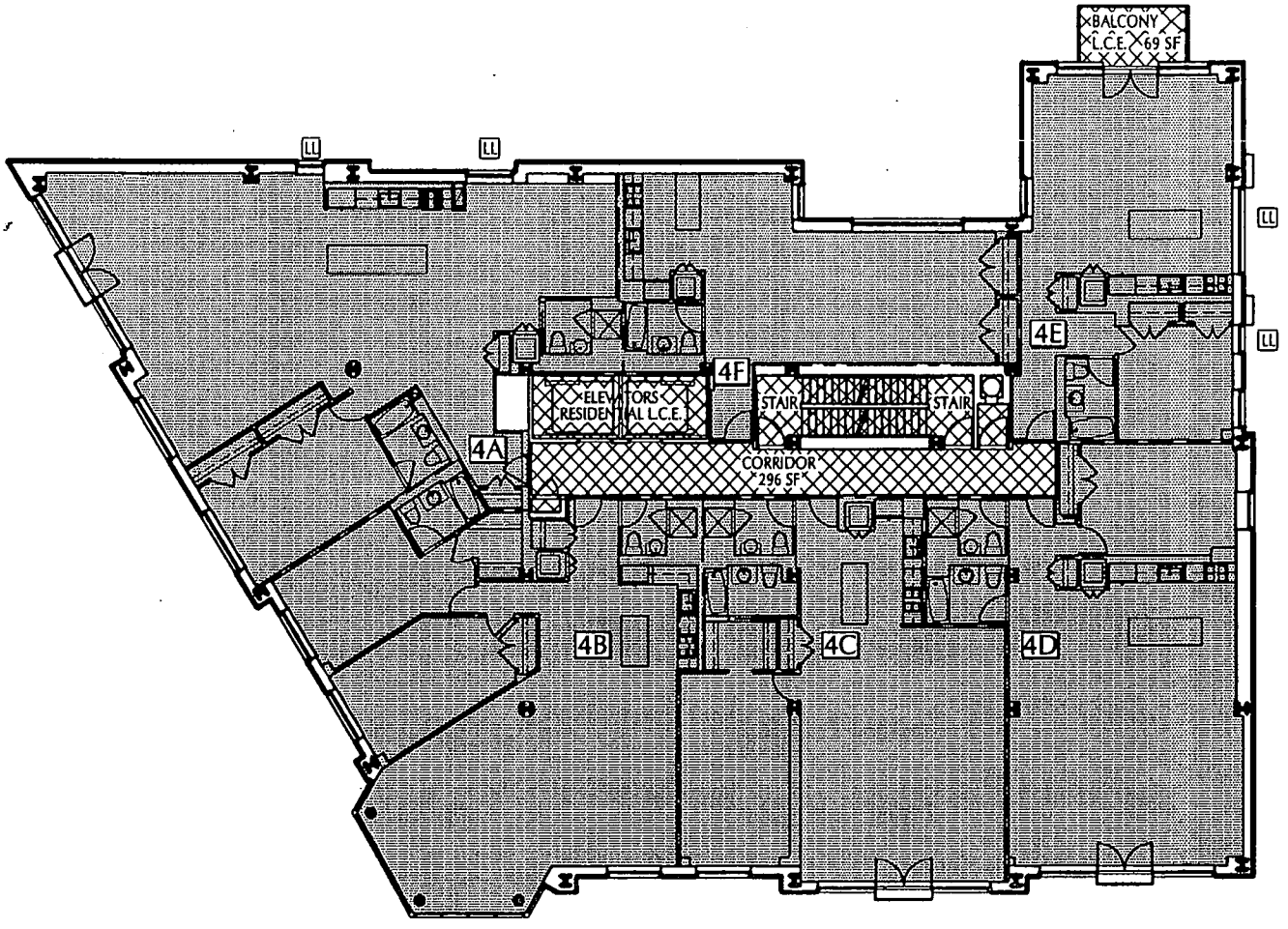




3rd FLOOR PLAN

THE DWYER CONDOMINIUM

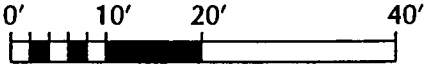
258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK



LEGEND

L.C.E.	LIMITED COMMON ELEMENT
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	RESIDENTIAL UNIT
	COMMON ELEMENT
LL	LOT LINE WINDOW PROTECTED BY SPRINKLER

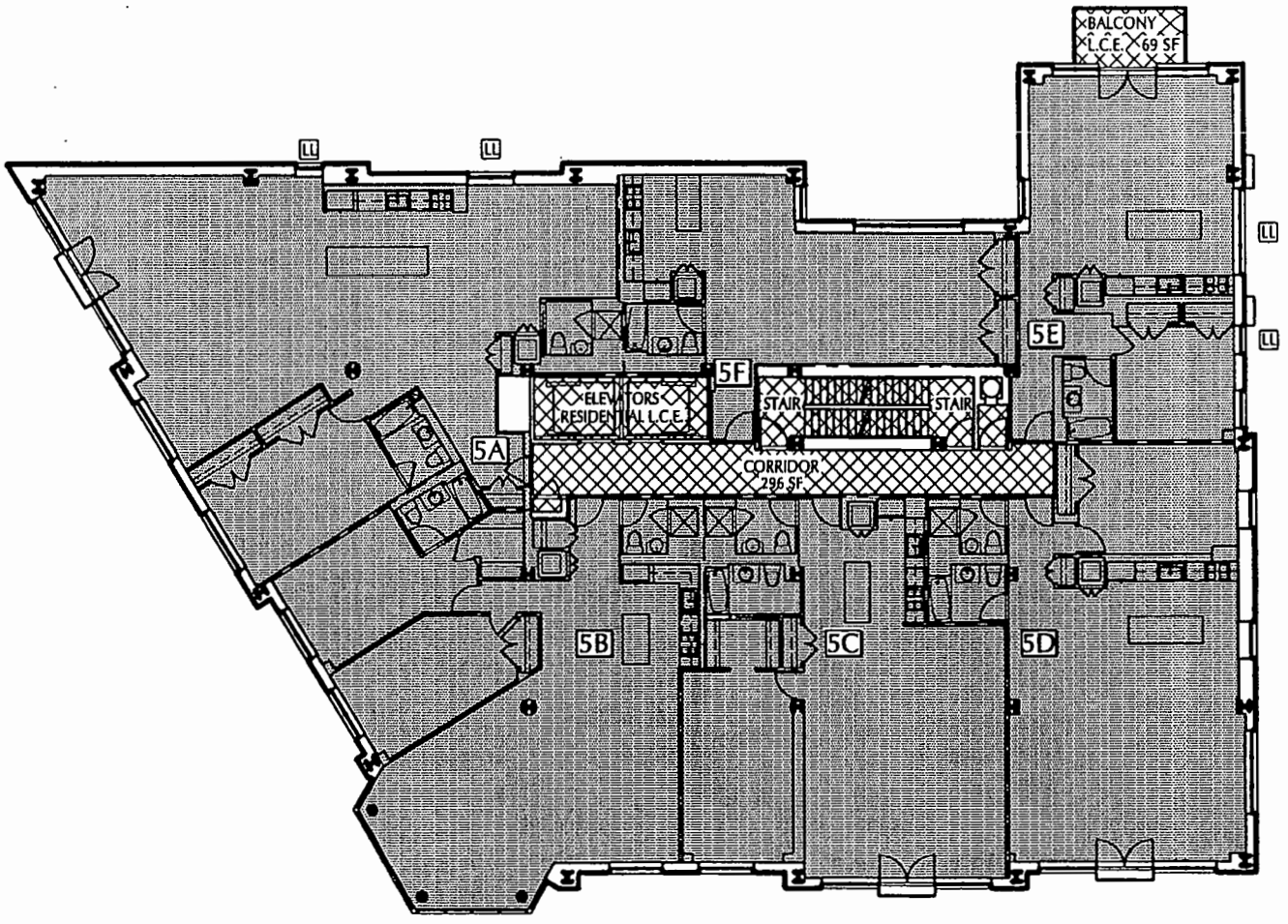




4th FLOOR PLAN

THE DWYER CONDOMINIUM

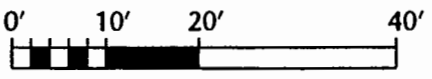
258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK



LEGEND

L.C.E.	LIMITED COMMON ELEMENT
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	RESIDENTIAL UNIT
	COMMON ELEMENT
LL	LOT LINE WINDOW PROTECTED BY SPRINKLER

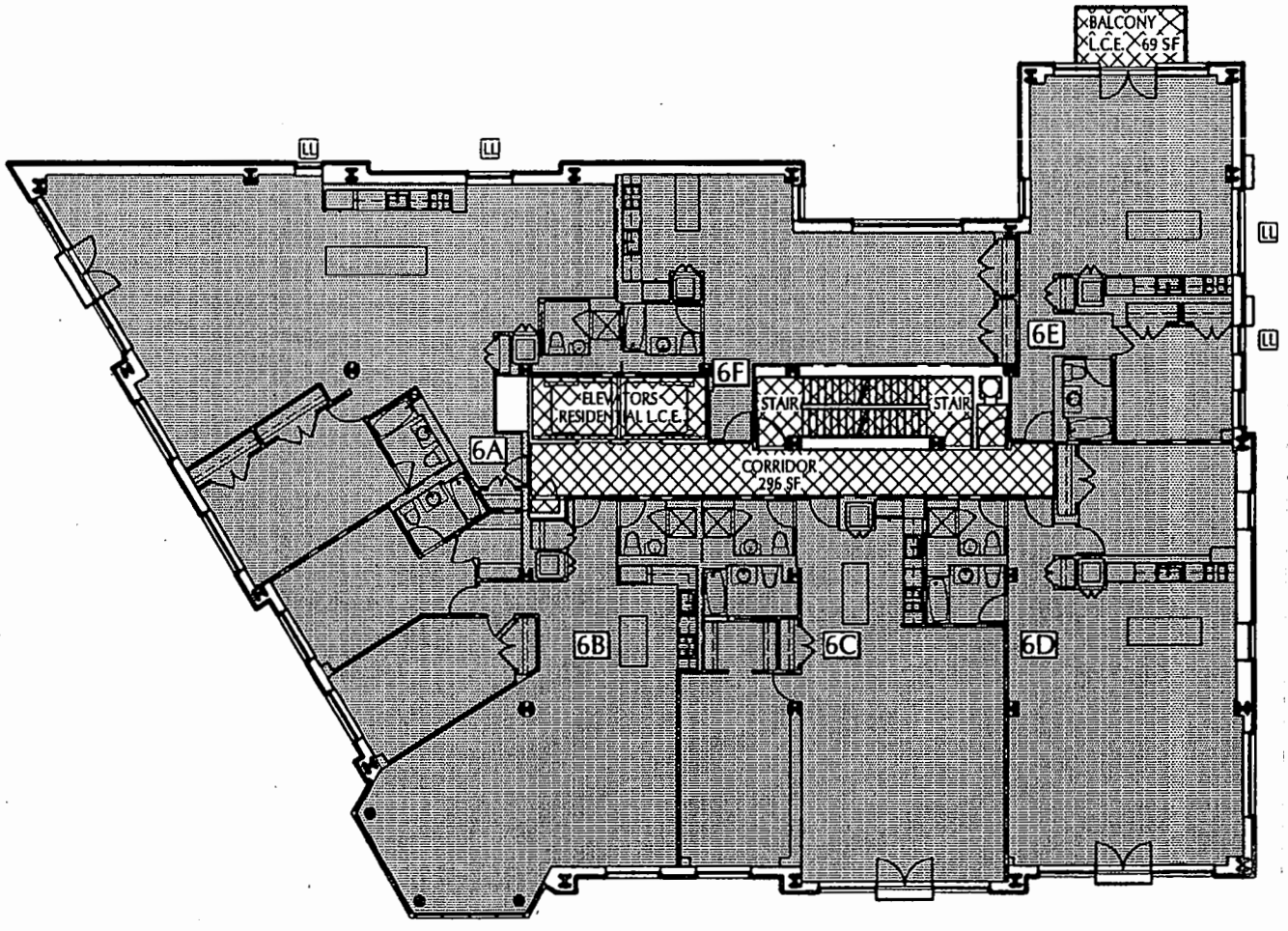




5th FLOOR PLAN

THE DWYER CONDOMINIUM

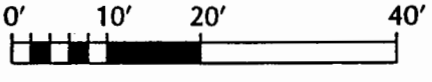
258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK



LEGEND

L.C.E.	LIMITED COMMON ELEMENT
	RESIDENTIAL L.C.E.
	RESIDENTIAL UNIT
	COMMON ELEMENT
LL	LOT LINE WINDOW PROTECTED BY SPRINKLER

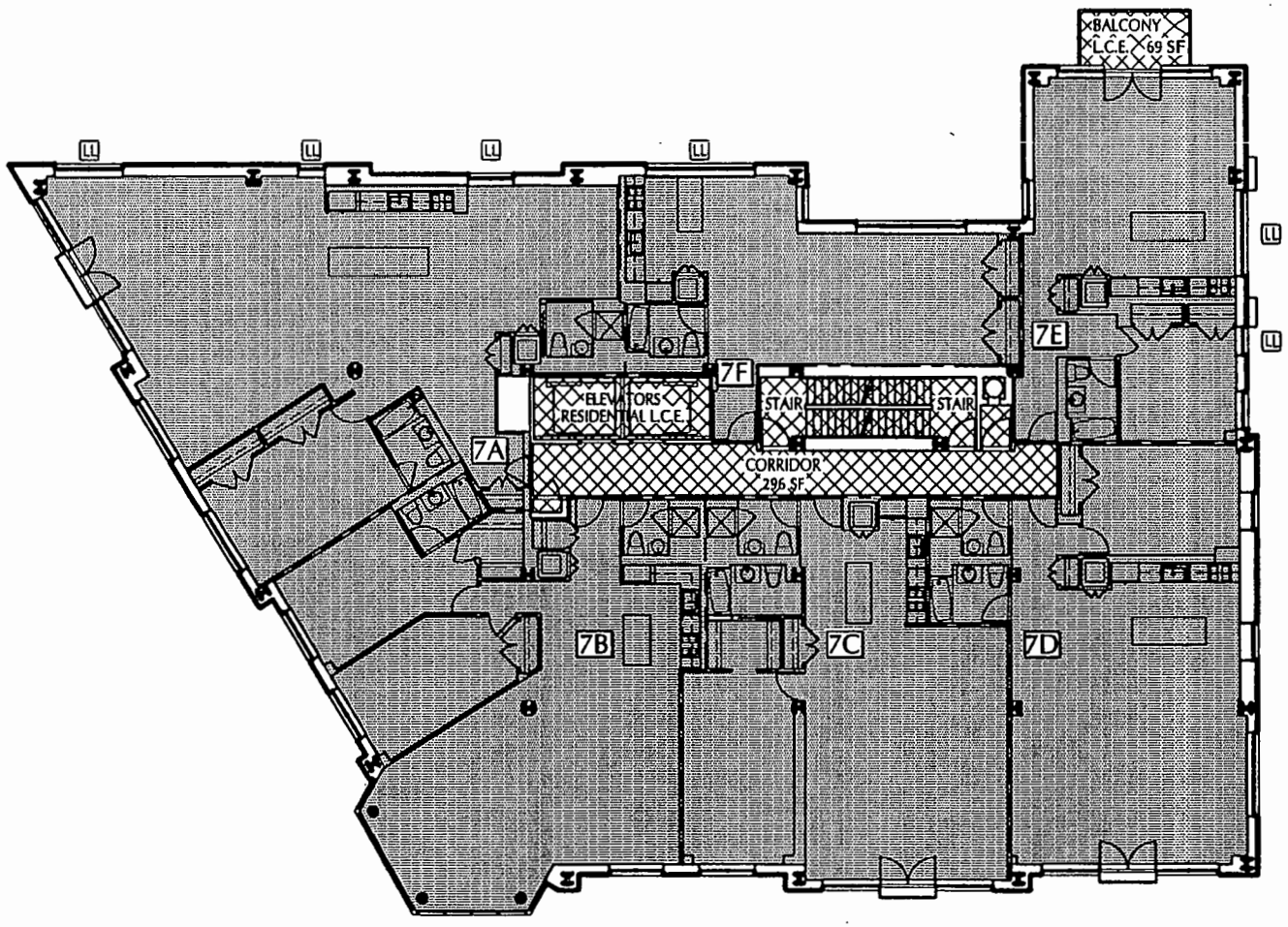




6th FLOOR PLAN

THE DWYER CONDOMINIUM

258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK



LEGEND

L.C.E.	LIMITED COMMON ELEMENT
	RESIDENTIAL L.C.E.
	RESIDENTIAL UNIT
	COMMON ELEMENT
LL	LOT LINE WINDOW PROTECTED BY SPRINKLER

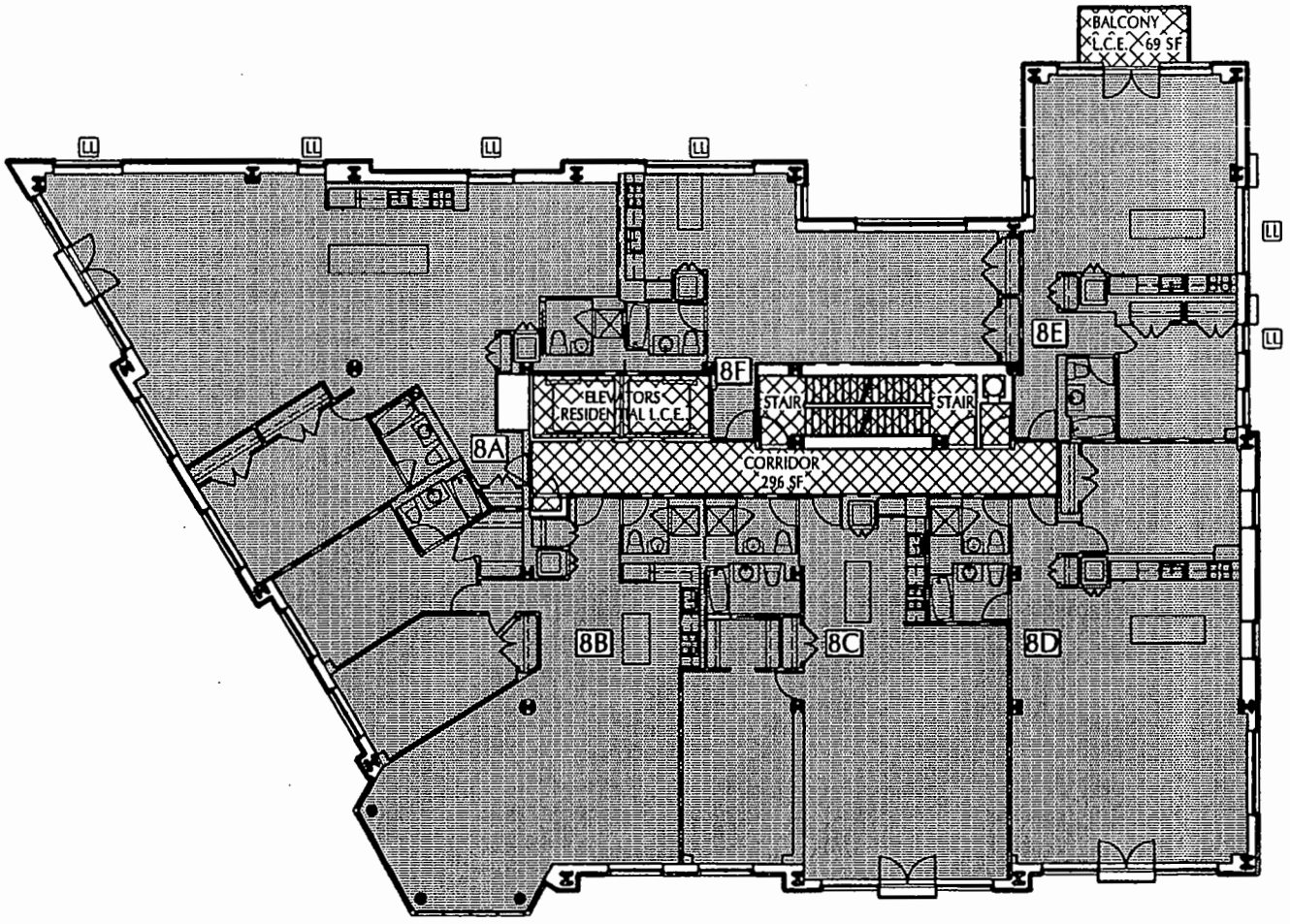
NORTH

0′ 10′ 20′ 40′

7th FLOOR PLAN

THE DWYER CONDOMINIUM

258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK



LEGEND

L.C.E.	LIMITED COMMON ELEMENT
	RESIDENTIAL L.C.E.
	RESIDENTIAL UNIT
	COMMON ELEMENT
LL	LOT LINE WINDOW PROTECTED BY SPRINKLER

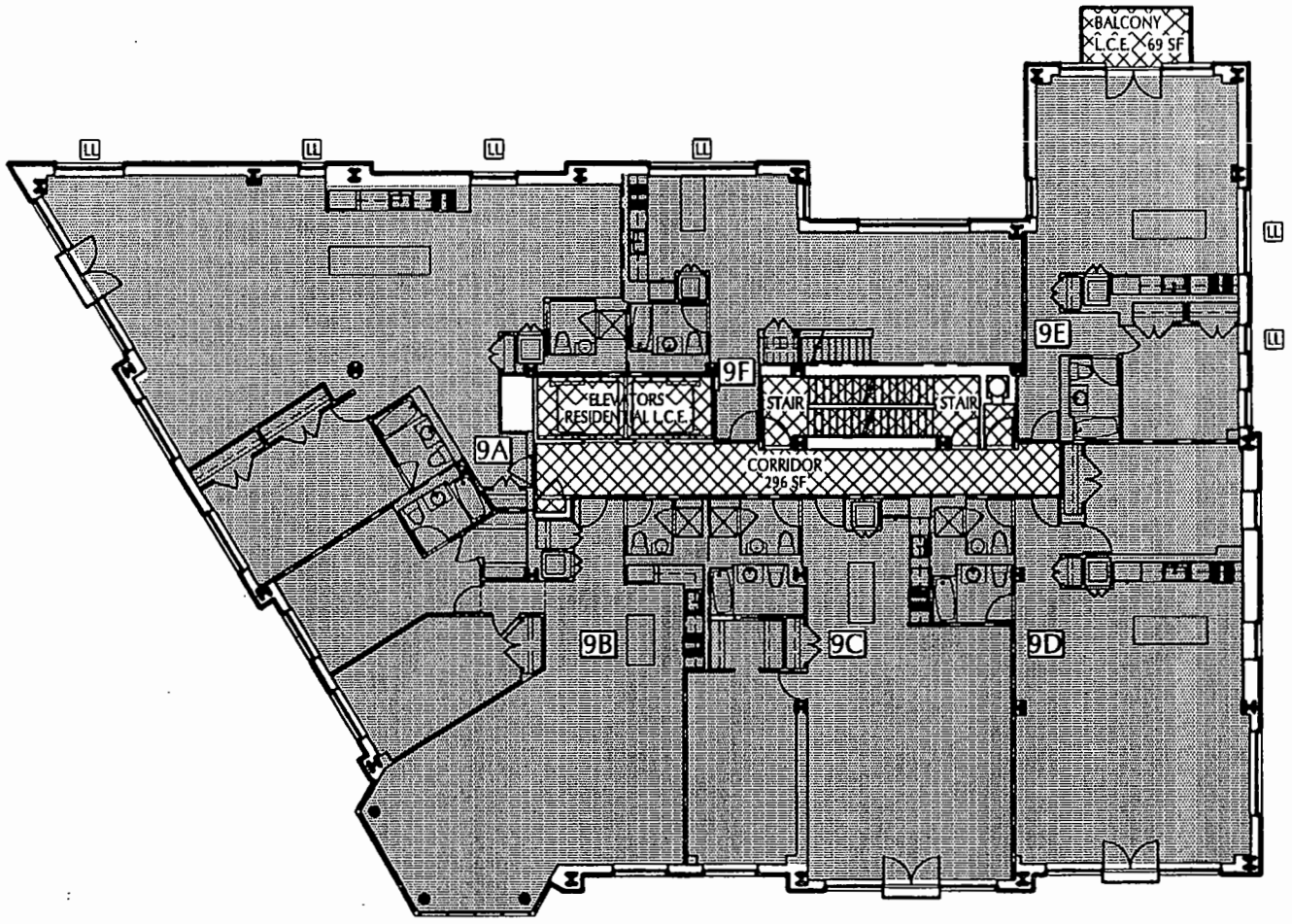
NORTH

0′ 10′ 20′ 40′

8th FLOOR PLAN

THE DWYER CONDOMINIUM

258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK



LEGEND

L.C.E.	LIMITED COMMON ELEMENT
	RESIDENTIAL L.C.E.
	RESIDENTIAL UNIT
	COMMON ELEMENT
LL	LOT LINE WINDOW PROTECTED BY SPRINKLER

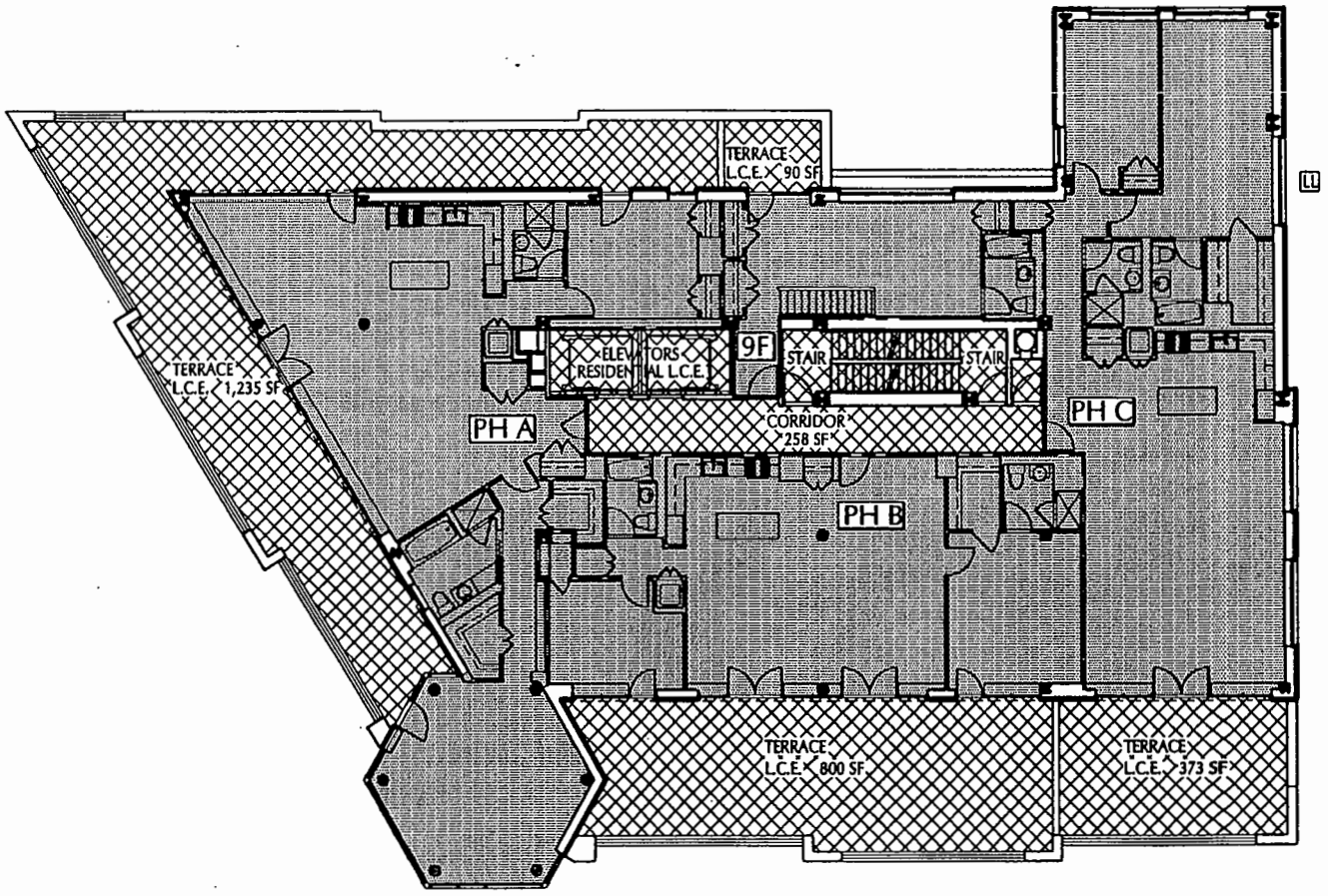
NORTH

0′ 10′ 20′ 40′

9th FLOOR PLAN

THE DWYER CONDOMINIUM

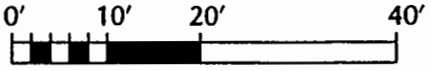
258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK



LEGEND

L.C.E.	LIMITED COMMON ELEMENT
	RESIDENTIAL L.C.E.
	RESIDENTIAL UNIT
	COMMON ELEMENT
LL	LOT LINE WINDOW PROTECTED BY SPRINKLER

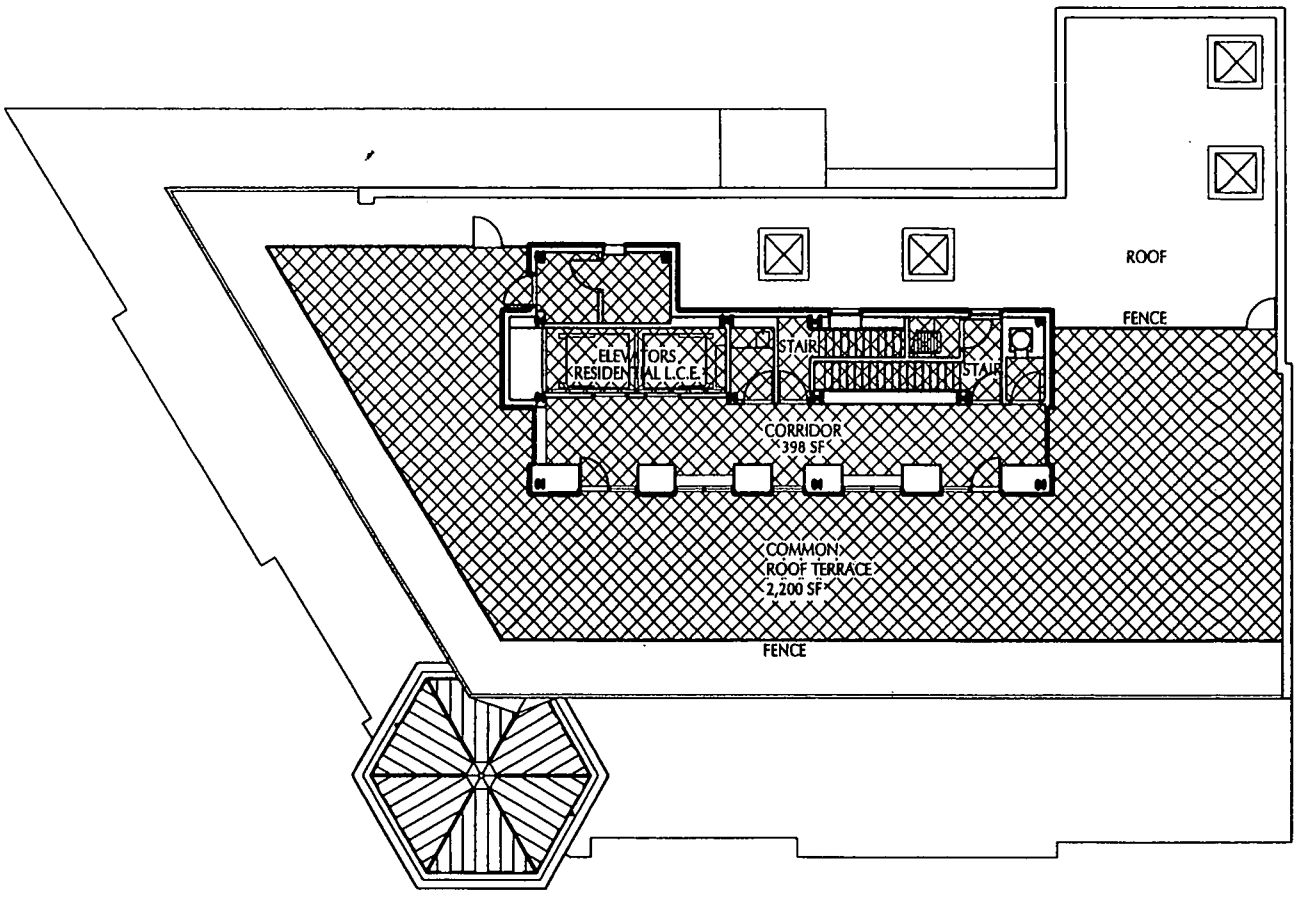




PENTHOUSE FLOOR PLAN

THE DWYER CONDOMINIUM

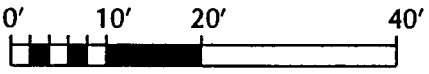
258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK



LEGEND

L.C.E.	LIMITED COMMON ELEMENT
	RESIDENTIAL L.C.E.
	RESIDENTIAL UNIT
	COMMON ELEMENT

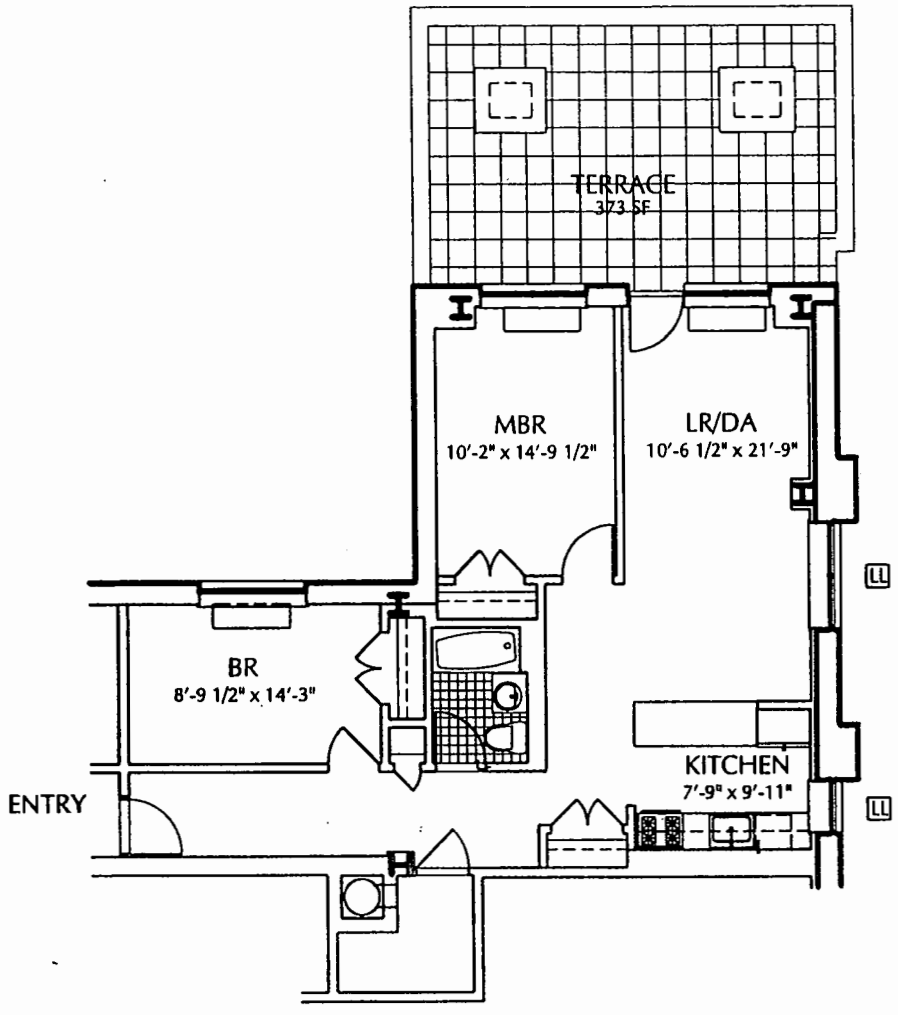




ROOF PLAN

THE DWYER CONDOMINIUM

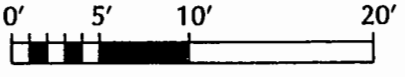
258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK





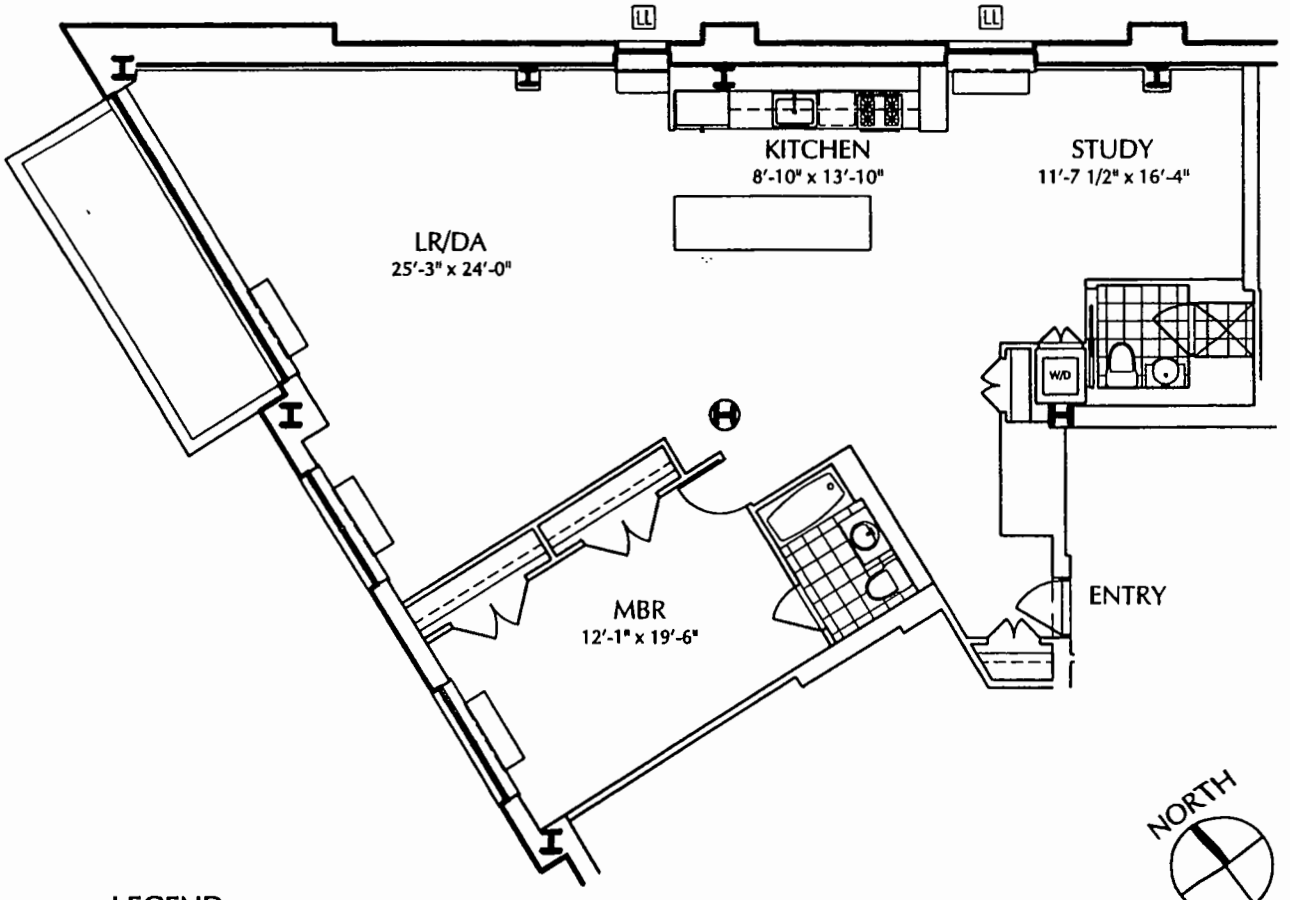
LEGEND

LL LOT LINE WINDOW PROTECTED BY SPRINKLER



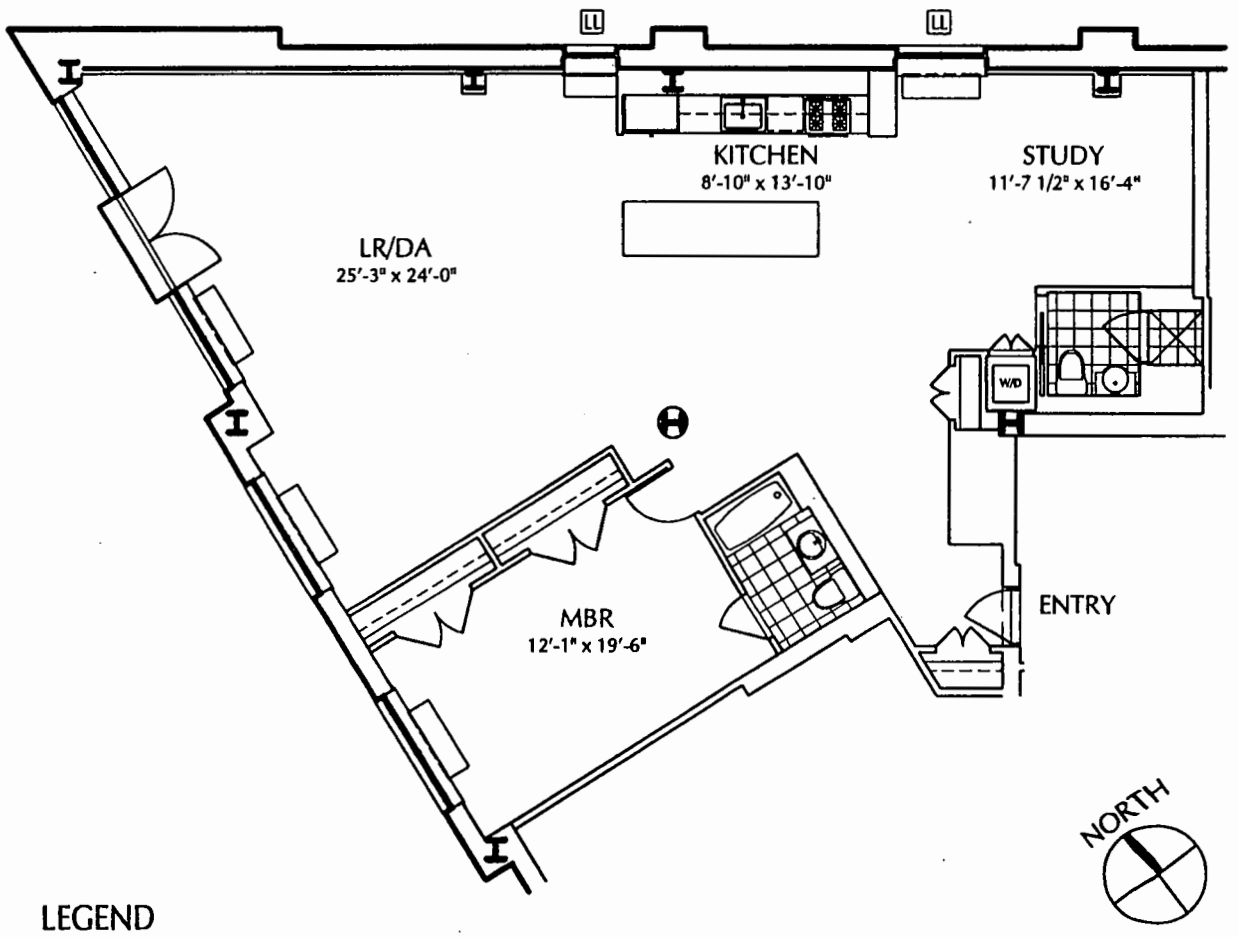
1A - 2 BEDROOM
1,065 SF

THE DWYER CONDOMINIUM
258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK



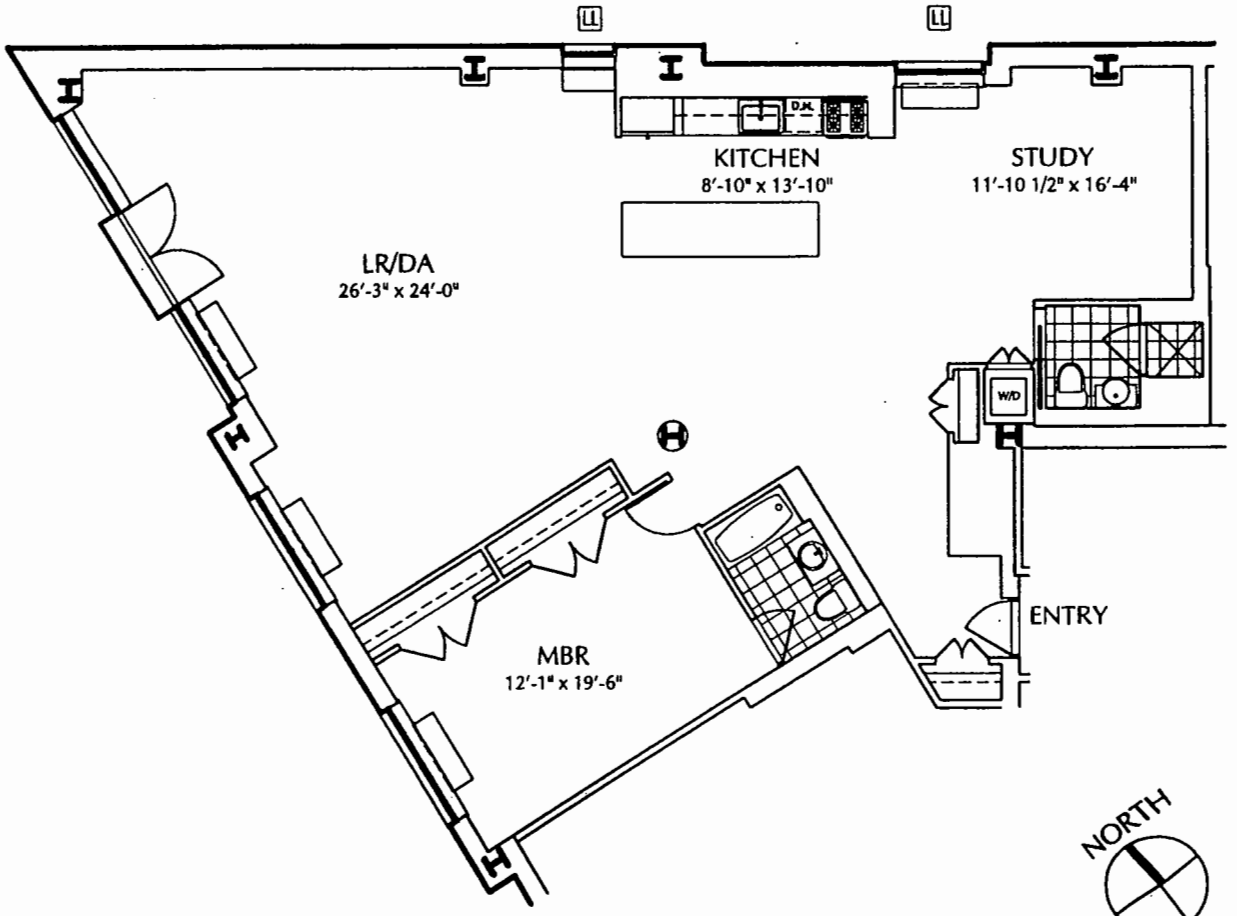
2A - 1 BEDROOM + STUDY
1,896 SF

THE DWYER CONDOMINIUM
258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK



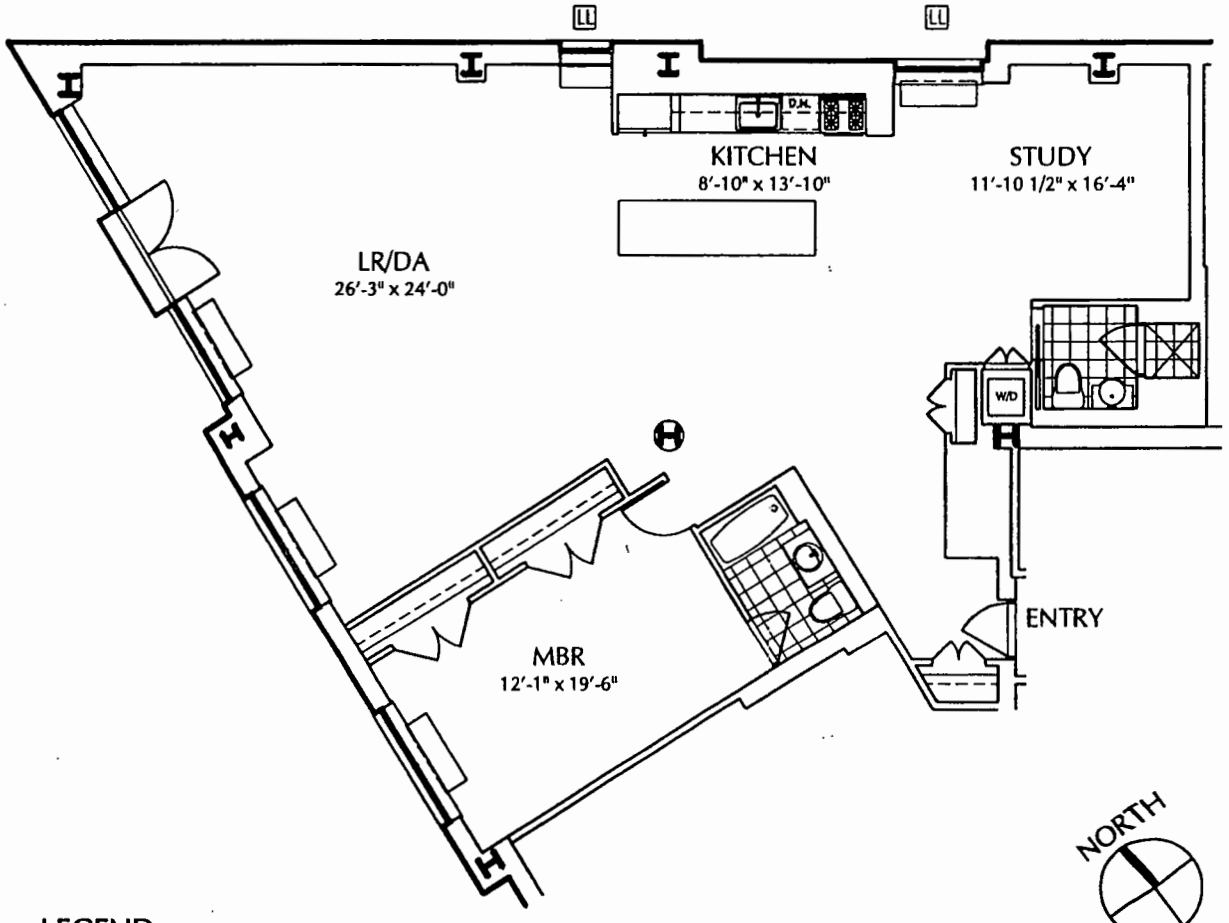
3A - 1 BEDROOM + STUDY
1,896 SF

THE DWYER CONDOMINIUM
258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK



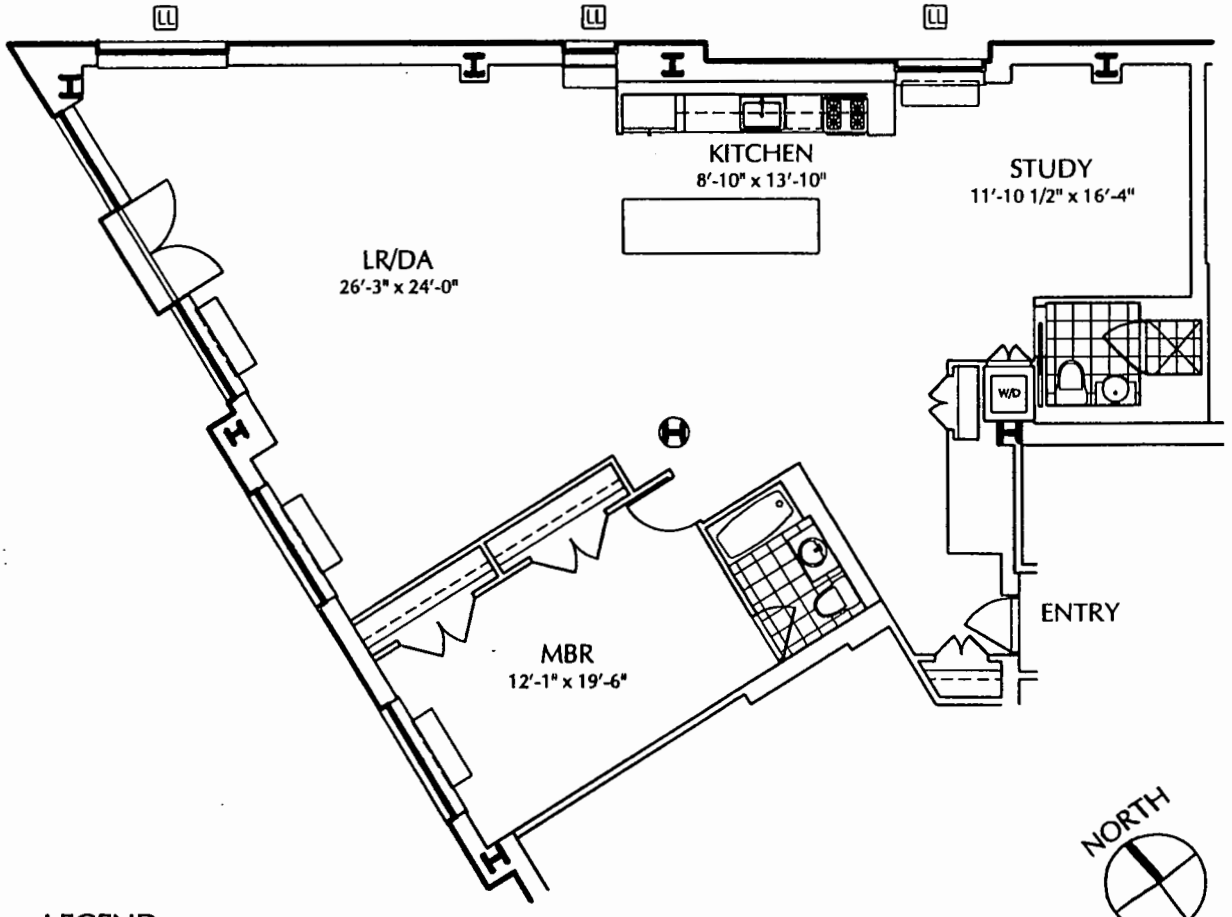
4A - 1 BEDROOM + STUDY
1,925 SF

THE DWYER CONDOMINIUM
258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK



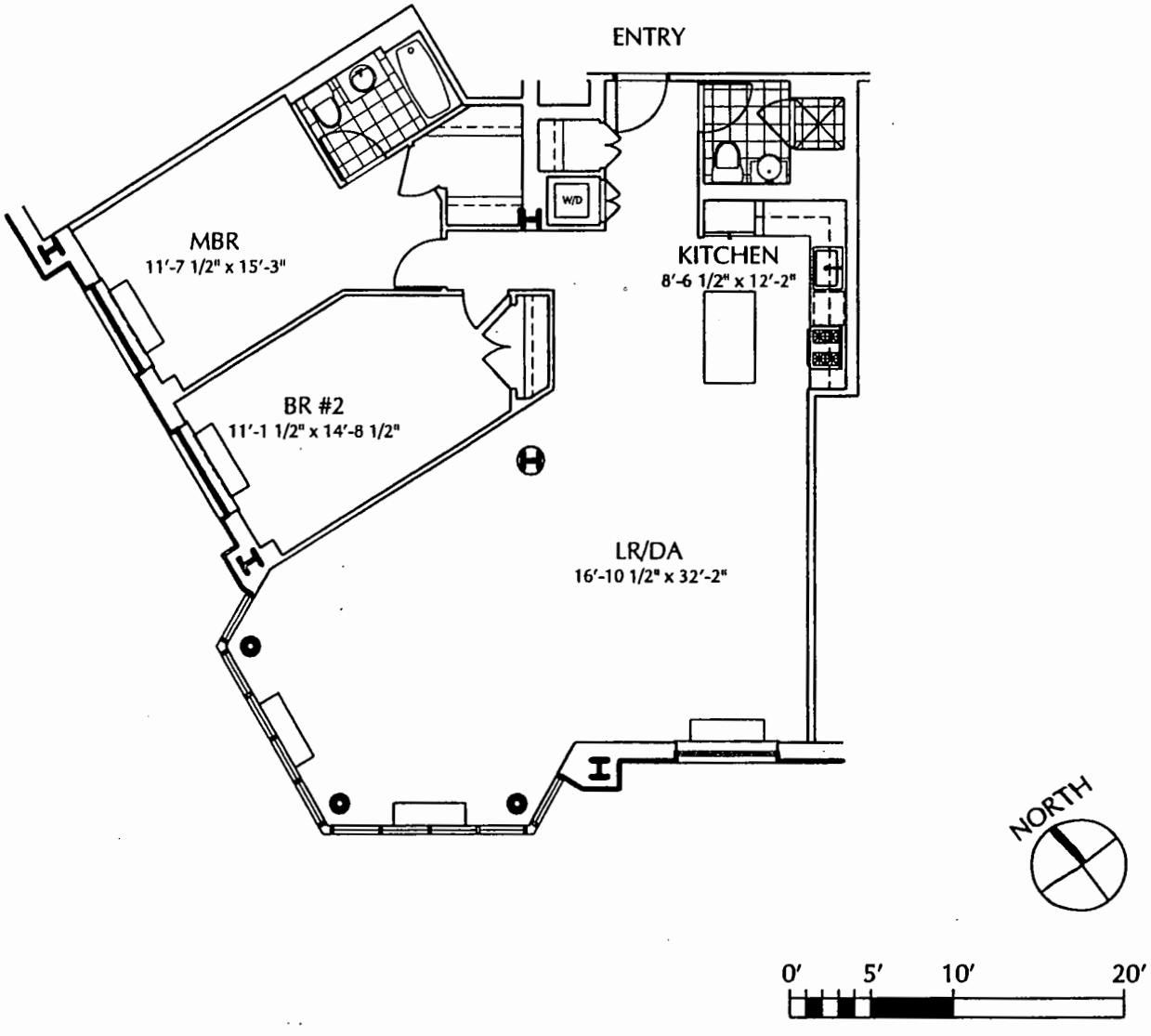
5A, 6A - 1 BEDROOM + STUDY
1,925 SF

THE DWYER CONDOMINIUM
258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK



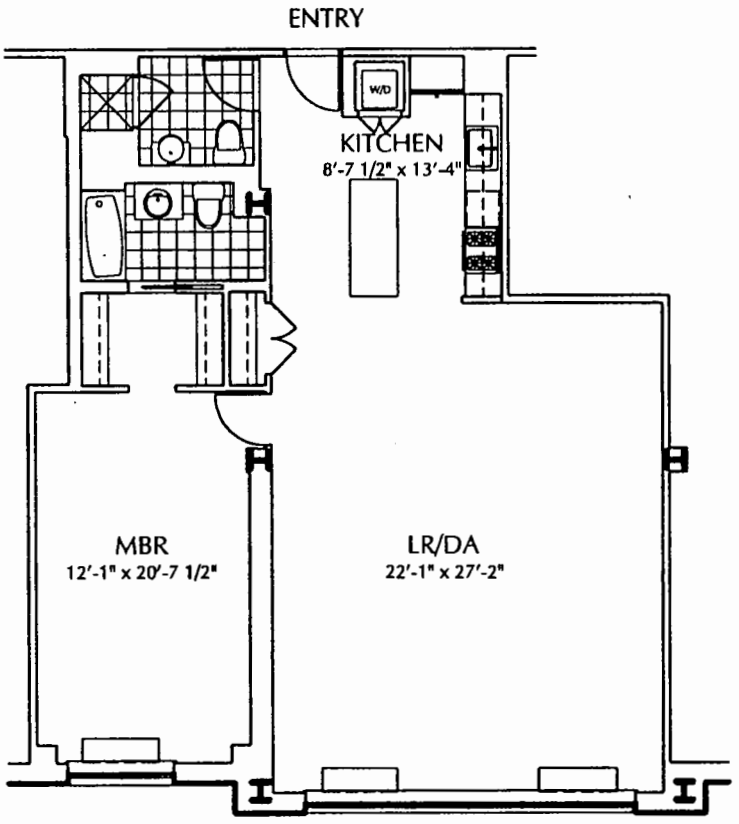
7A, 8A, 9A - 1 BEDROOM + STUDY
1,925 SF

THE DWYER CONDOMINIUM
258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK

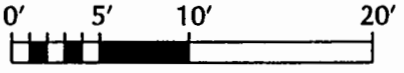


2B TO 9B - 2 BEDROOM
1,665 SF

THE DWYER CONDOMINIUM
258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK

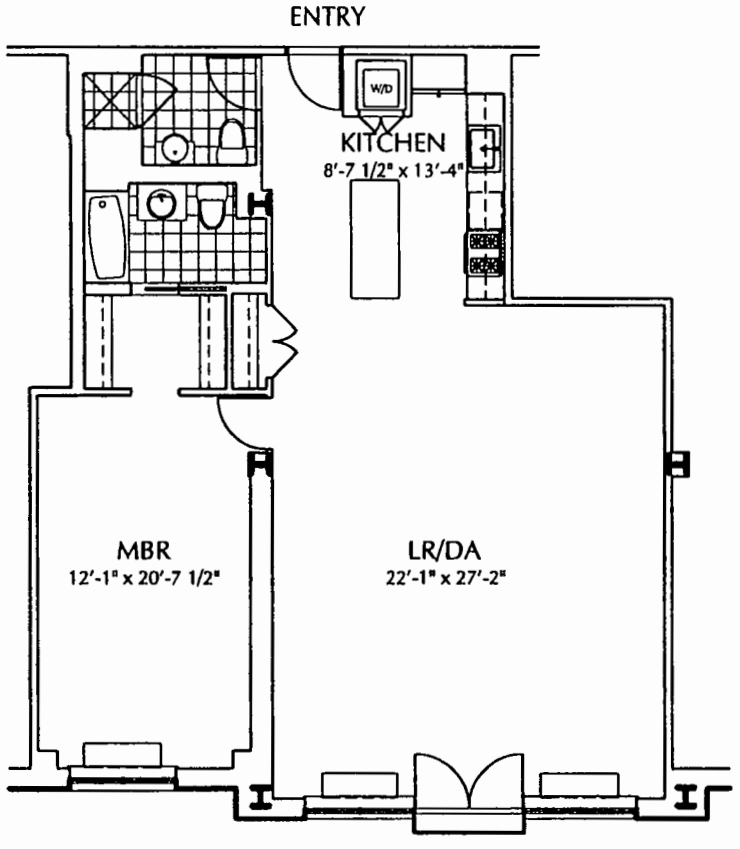






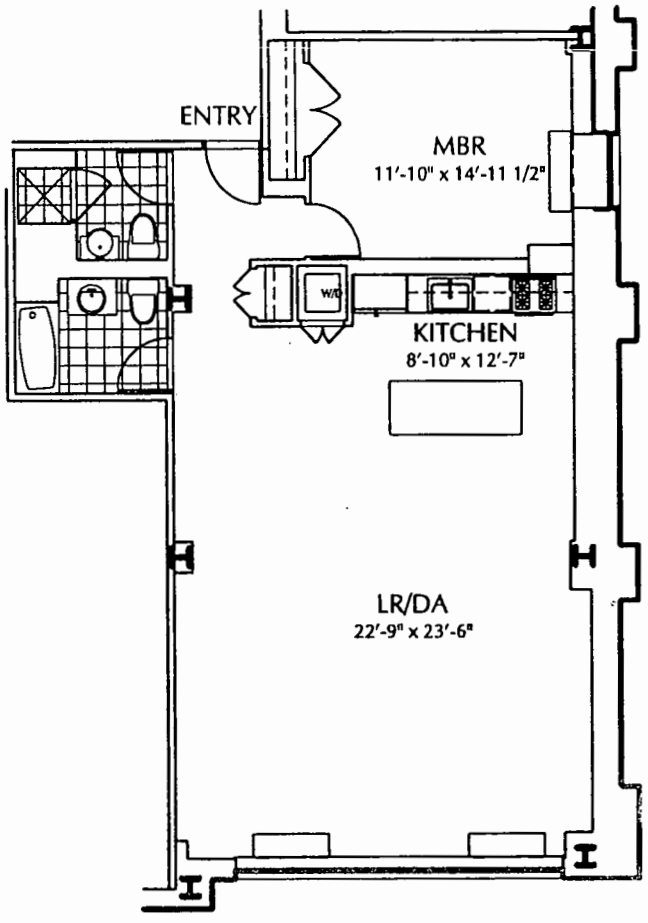
2C - 1 BEDROOM
1,313 SF

THE DWYER CONDOMINIUM
258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK

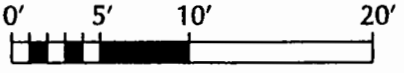


3C TO 9C - 1 BEDROOM
1,313 SF

THE DWYER CONDOMINIUM
258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK

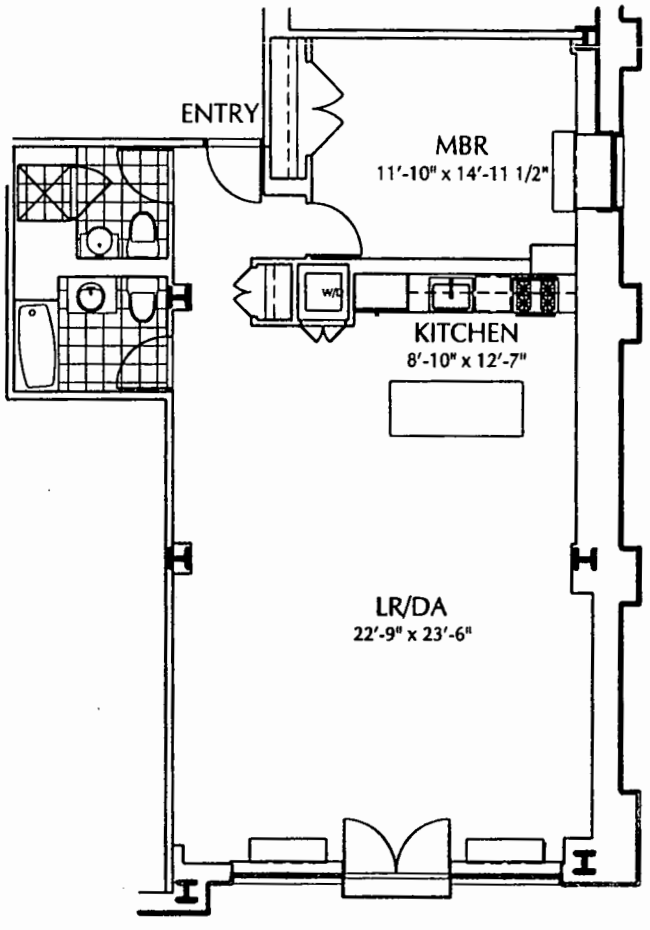




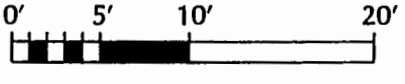


2D - 1 BEDROOM
1,286 SF

THE DWYER CONDOMINIUM
258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK

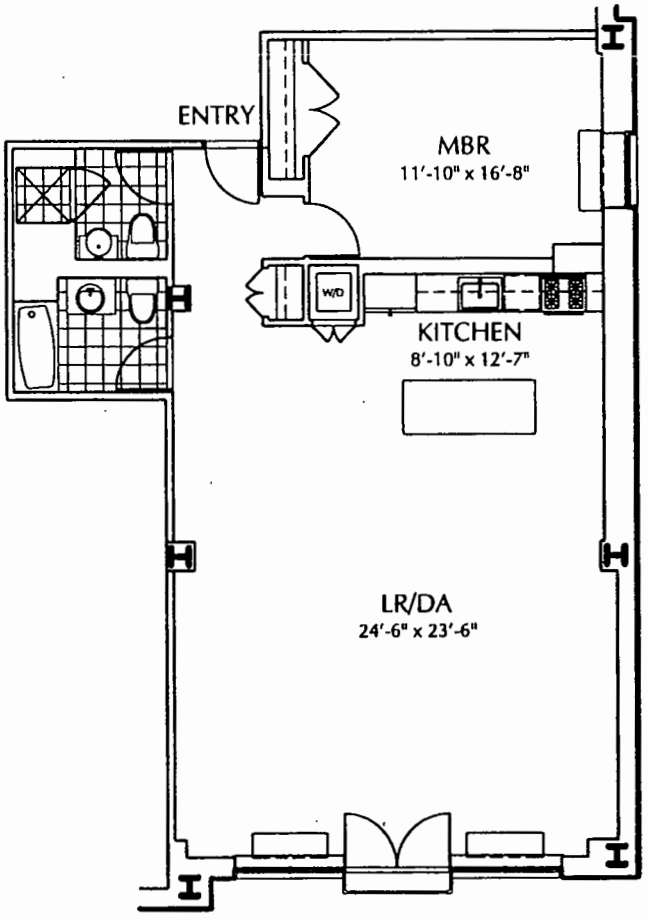




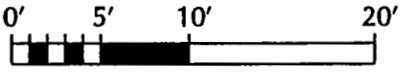


3D - 1 BEDROOM
1,286 SF

THE DWYER CONDOMINIUM
258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK

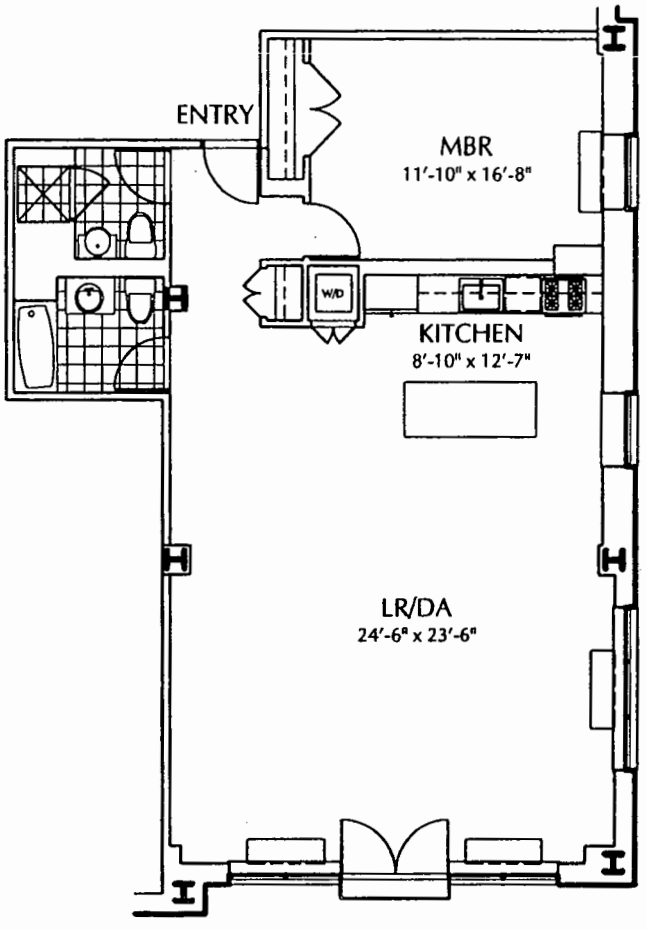




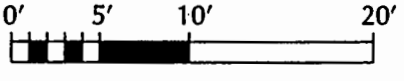


4D - 1 BEDROOM
1,320 SF

THE DWYER CONDOMINIUM
258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK

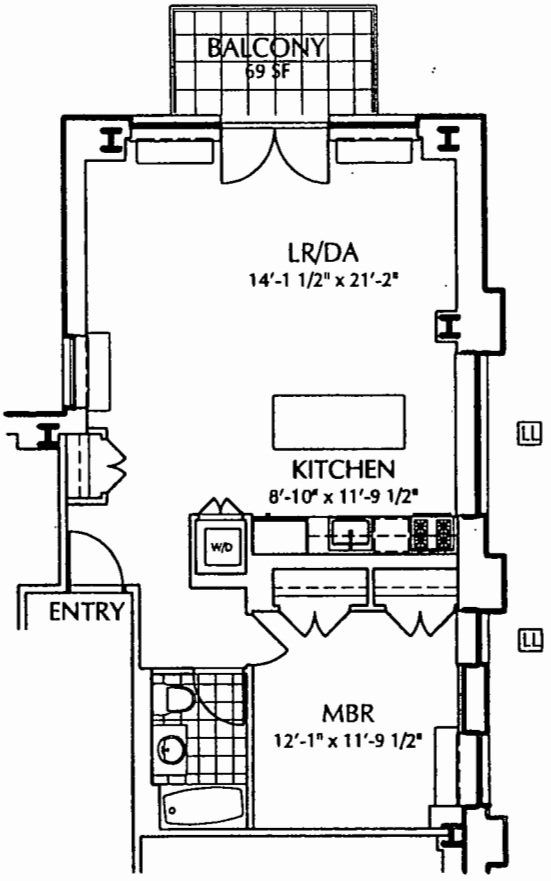






5D TO 9D - 1 BEDROOM
1,320 SF

THE DWYER CONDOMINIUM
258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK



NORTH

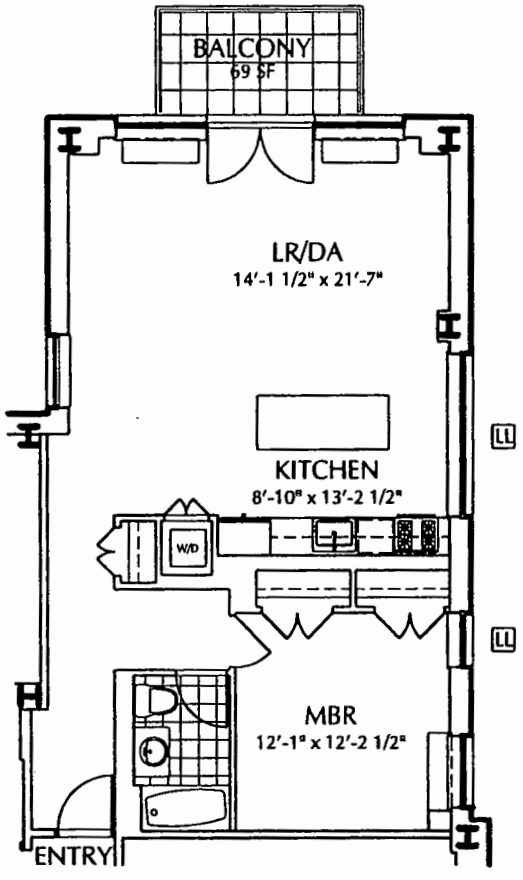
LEGEND

LL LOT LINE WINDOW PROTECTED BY SPRINKLER

0' 5' 10' 20'

2E, 3E - 1 BEDROOM
901 SF

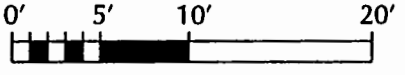
THE DWYER CONDOMINIUM
258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK





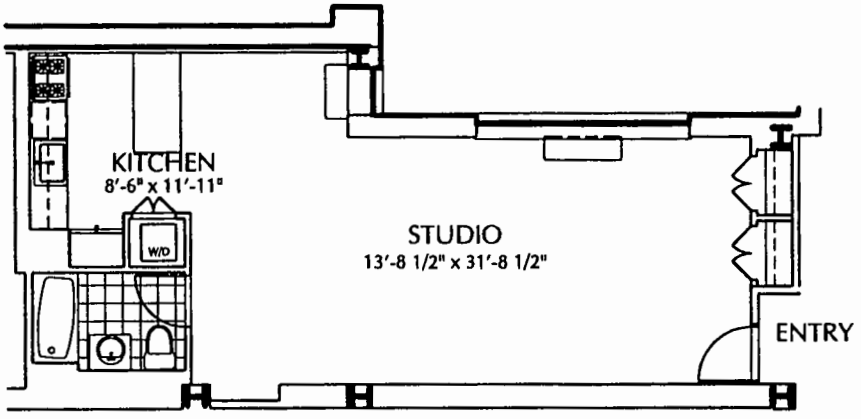
LEGEND

LL LOT LINE WINDOW PROTECTED BY SPRINKLER



4E TO 9E - 1 BEDROOM
958 SF

THE DWYER CONDOMINIUM
258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK

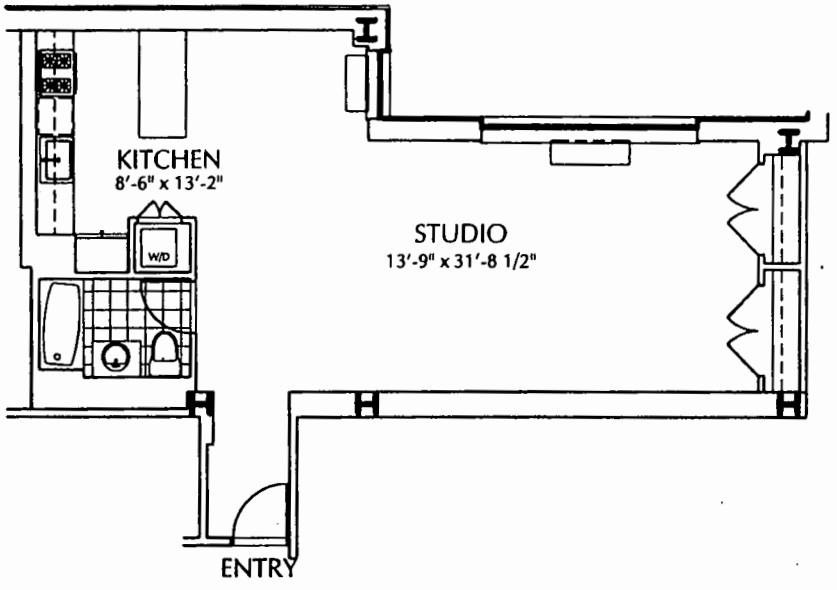




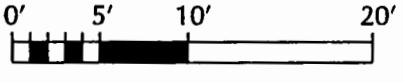


2F, 3F - STUDIO
758 SF

THE DWYER CONDOMINIUM
258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK



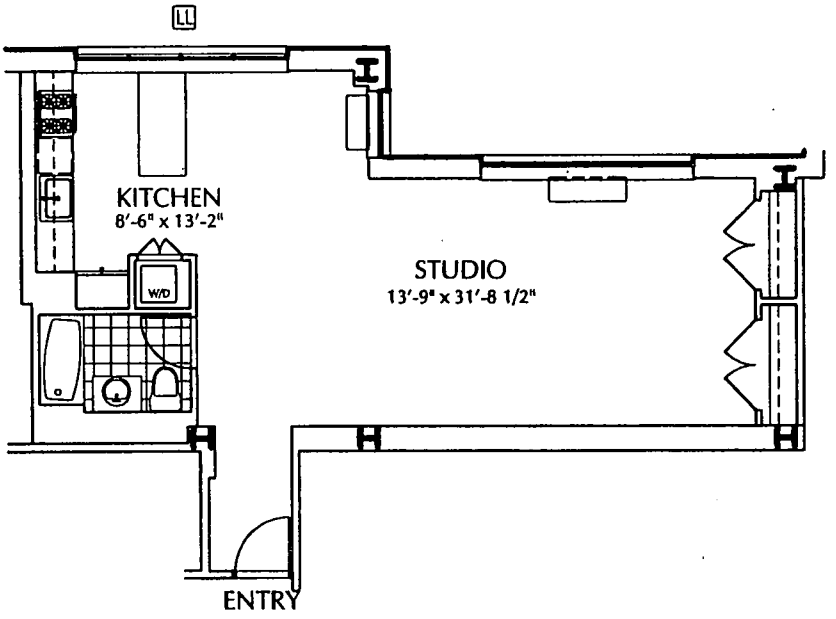




4F TO 6F - STUDIO
821 SF

THE DWYER CONDOMINIUM

258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK



NORTH

LEGEND

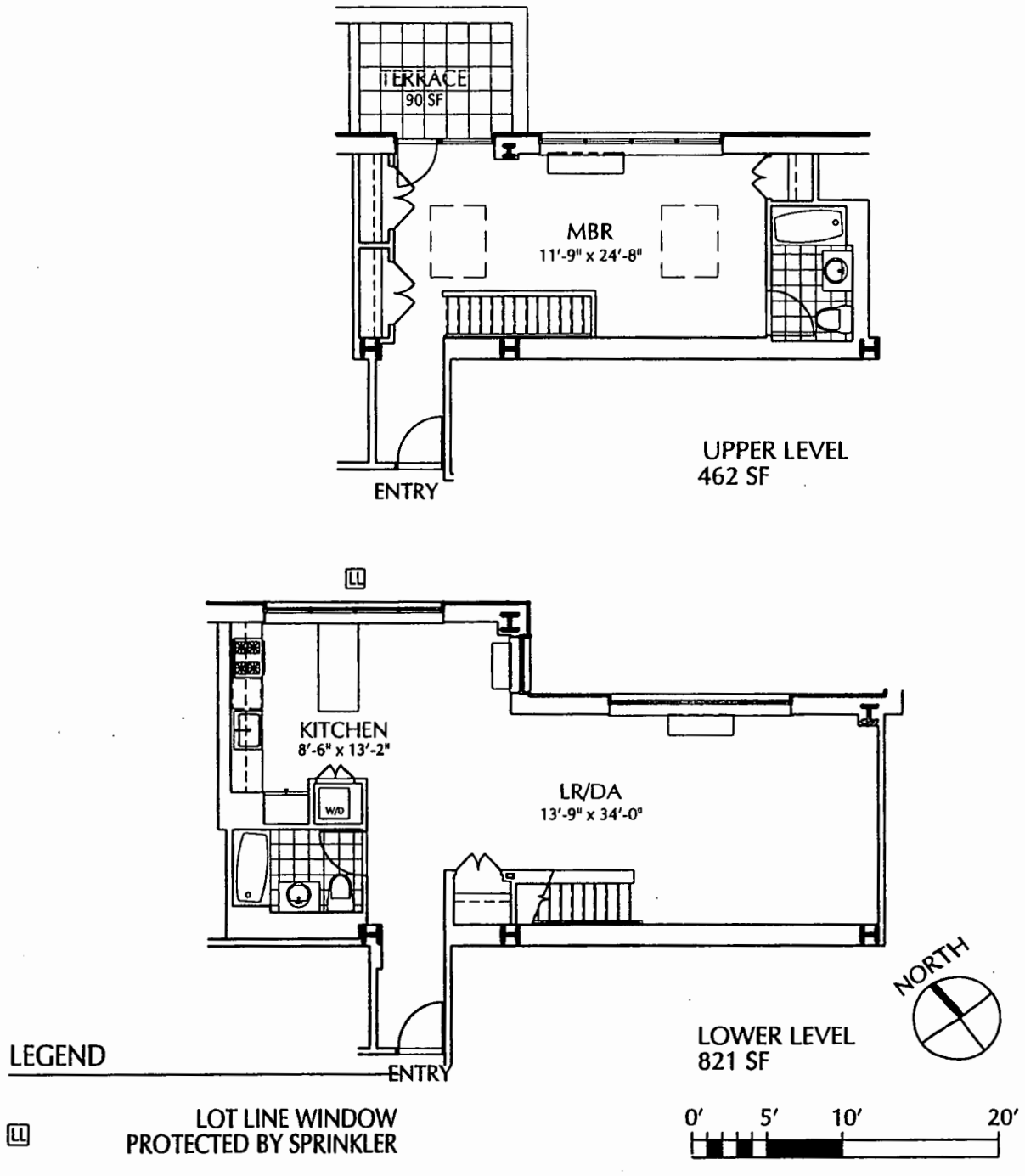
LL LOT LINE WINDOW PROTECTED BY SPRINKLER

0' 5' 10' 20'

7F, 8F - STUDIO
821 SF

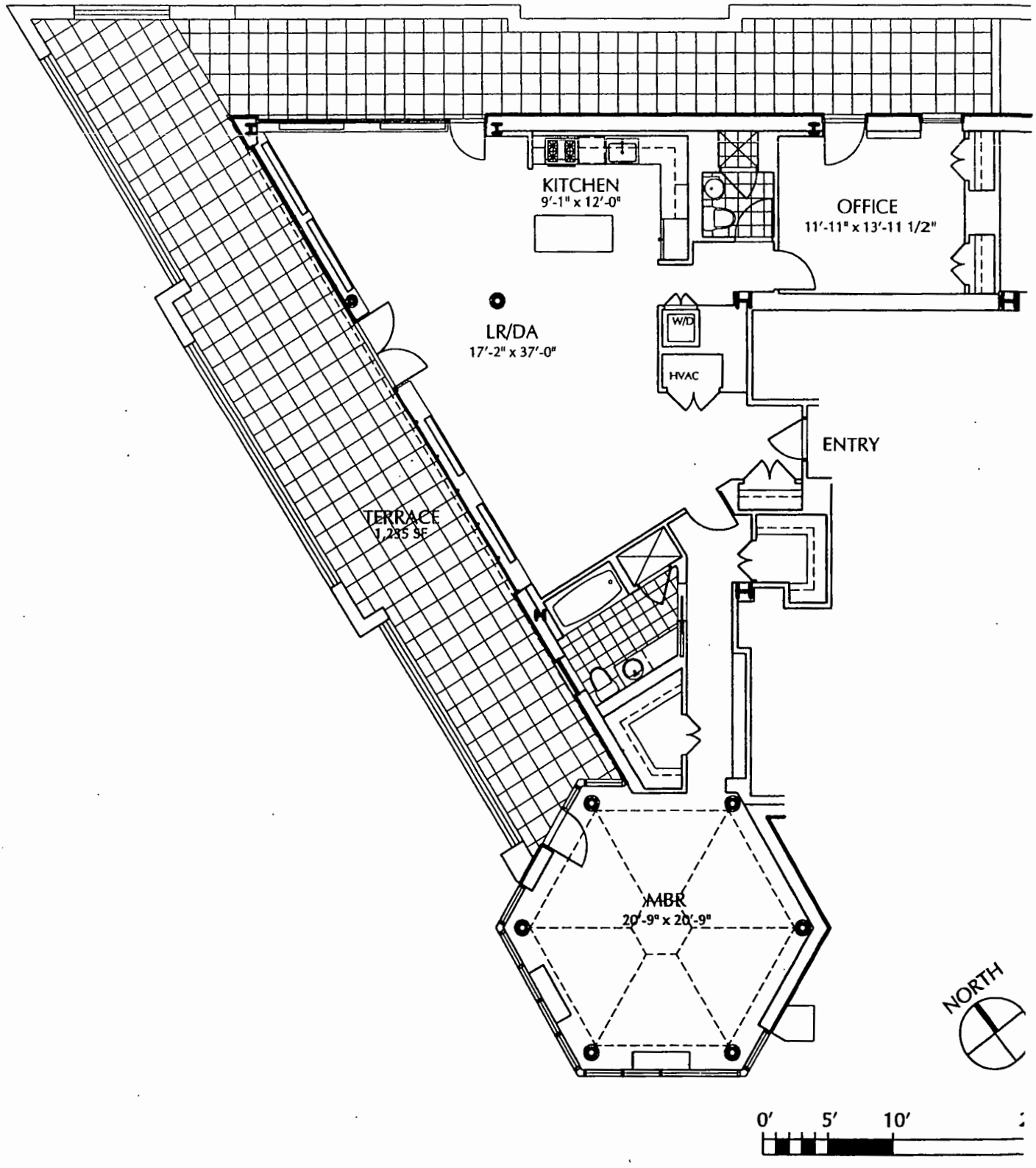
THE DWYER CONDOMINIUM

258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK



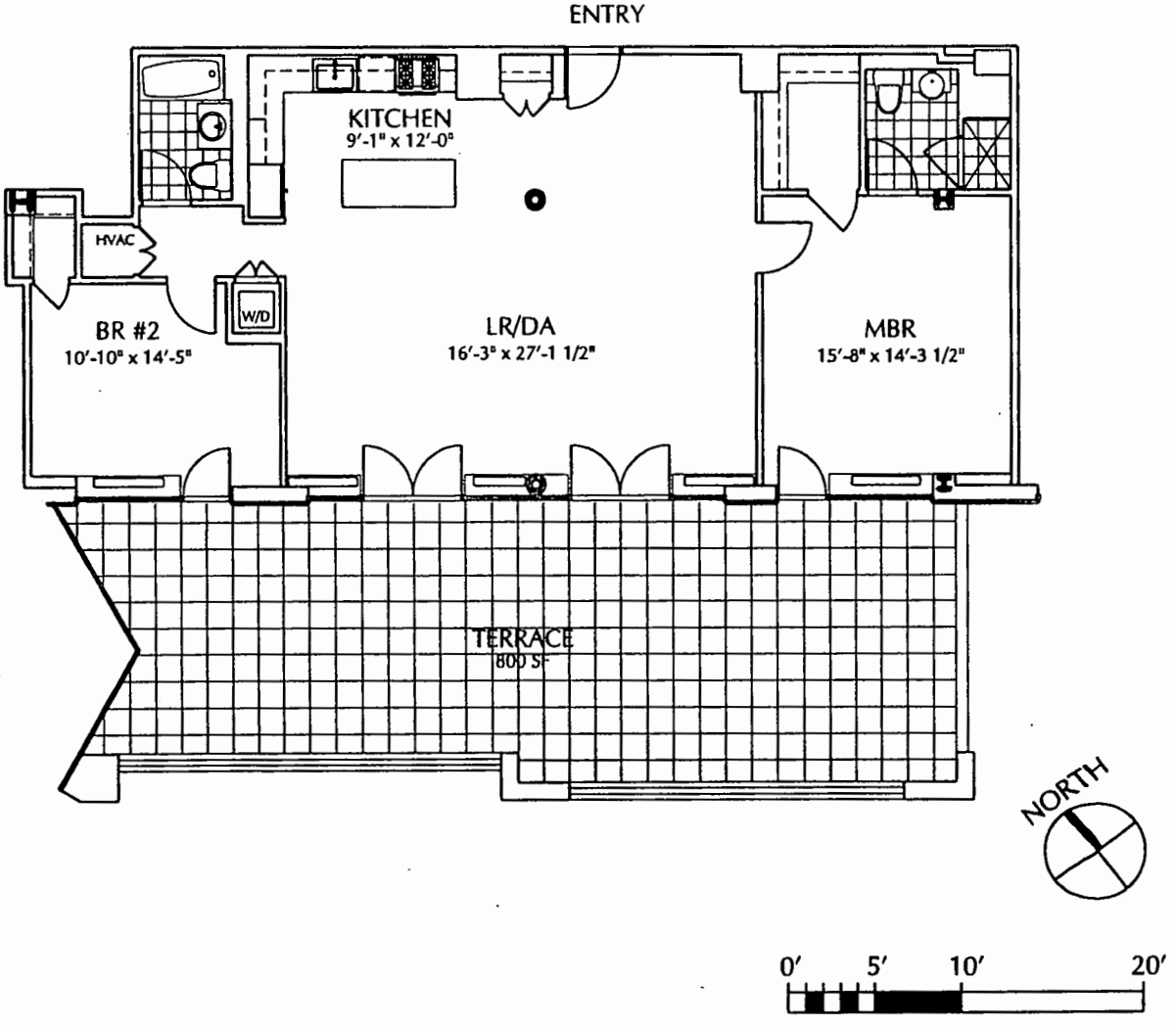
9F - 1 BR DUPLEX
1,283 SF

THE DWYER CONDOMINIUM
258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK



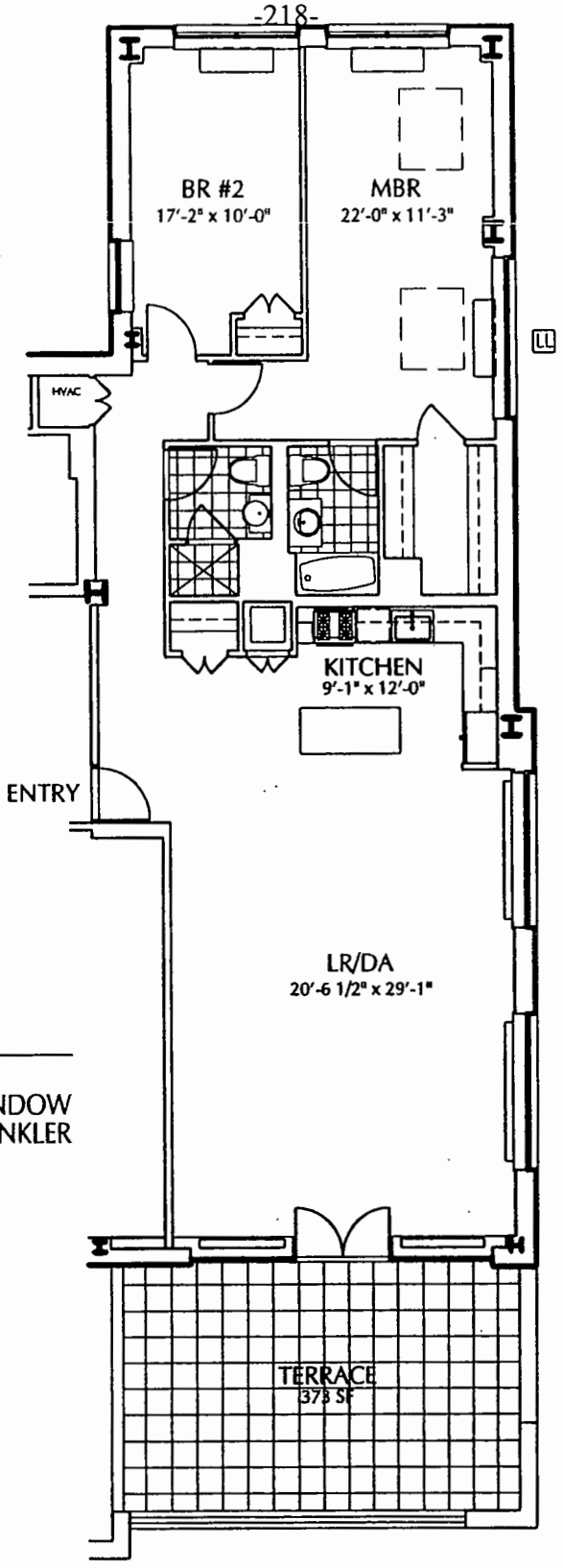
PENTHOUSE A - 1 BEDROOM + OFFICE
1,954 SF

THE DWYER CONDOMINIUM
258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK



PENTHOUSE B - 2 BEDROOM
1,383 SF

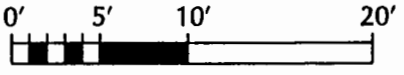
THE DWYER CONDOMINIUM
258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK



LEGEND

LL LOT LINE WINDOW PROTECTED BY SPRINKLER





PENTHOUSE C - 2 BEDROOM
1,698 SF

THE DWYER CONDOMINIUM
258 ST. NICHOLAS AVENUE
NEW YORK, NEW YORK

DECLARATION OF CONDOMINIUM

Establishing a Plan for Condominium Ownership of Premises located at 258 St. Nicholas Avenue, County of New York, City and State of New York Pursuant to Article 9-B of the Real Property Law of the State of New York.

NAME: **THE DWYER CONDOMINIUM**

DECLARANT: **258 Saint Nicholas Avenue LLC**
303 South Broadway, Suite 102
Tarrytown, New York 10591

DATE OF DECLARATION: **_____, 2005**

The land affected by the within instrument lies in Section ____ Tax Block 1950, Tax Lot formerly known as Lot 24 and now known as Lots ____-_____ inclusive on the Tax Map of the Borough of Manhattan, in the County, City and State of New York.

Record and Return to:

SEIDEN & SCHEIN, P.C.
Attorneys for Declarant
570 Lexington Avenue
New York, New York 10022
(212) 935-1400

DECLARATION OF CONDOMINIUM
FOR
THE DWYER CONDOMINIUM

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

258 Saint Nicholas Avenue LLC a New York limited liability company, having an office at 303 South Broadway, Suite 102, Tarrytown NY 10591 ("Declarant"), does hereby declare as follows:

ARTICLE 1

DEFINITIONS

All capitalized terms used in this Declaration (hereinafter referred to as the "Declaration") that are not otherwise defined in the Articles hereof will have the meanings set forth in **Exhibit C** annexed hereto, unless the context in which they are used will otherwise require.

ARTICLE 2

SUBMISSION OF THE PROPERTY

2.1 Declarant hereby submits the Land and Building (each as hereinafter defined), all other improvements erected and to be erected thereon, all easements, rights and appurtenances belonging thereto and all other property, real, personal or mixed, intended for use in connection therewith (collectively, the "Property") to the provisions of Article 9-B of the Real Property Law of the State of New York (the "Condominium Act"), and pursuant thereto does hereby establish a condominium to be known as "**THE DWYER CONDOMINIUM**" (the "Condominium").

2.2 Attached to this Declaration and made a part hereof are the Bylaws of the Condominium which set forth detailed provisions governing the operation, use and occupancy of the Condominium (said Bylaws, as they may be amended from time to time, are hereinafter referred to as the "Bylaws"). All capitalized terms which are not separately defined herein or in the Bylaws shall have the meanings given to those terms in **Exhibit C** annexed hereto.

ARTICLE 3

THE LAND

Included in the Property described in Article 2 is all that certain tract, plot, piece and parcel of land (the "Land" situate, lying and being in the County, City and State of New York, commonly known as 258 St. Nicholas Avenue, and more particularly described in **Exhibit A** annexed hereto and made a part hereof. The Land is owned by Declarant in fee simple absolute. The Land has an area of approximately 9,218 square feet.

ARTICLE 4

THE PROPERTY

Included in the Property described in Article 2 is a building (the "Building") consisting of fifty-two (52) residential units and two (2) non-residential units (collectively, the "Units" and individually, a "Unit"). The owner of a Unit is herein called a "Unit Owner" and all the owners of the Units are herein collectively called the "Unit Owners".

ARTICLE 5

THE BUILDING

The Building is a single structure consisting of a cellar, and ten (10) floors above grade. The Building was originally constructed in 1892. The existing walls of stone construction, footings and portions of the lotline walls above grade will be retained. The structural system consists of steel columns and beams with concrete on metal deck floors and roofs. Street walls are cavity walls with exterior brick wythe with decorative cast stone elements, and structural steel framing with exterior sheathing and interior gypsum board. Lotline walls consist of masonry walls up to the fourth floor, eight inch concrete block at adjacent buildings and two hour rated cavity walls with exterior brick wythe and interior steel framing, similar to street walls.

ARTICLE 6

THE UNITS

6.1 **Exhibit B** annexed hereto and made a part hereof sets forth the following data with respect to each Unit necessary for the proper identification thereof: (i) its Unit designation; (ii) tax lot number; (iii) approximate location in the Building; (iv) approximate square foot area; (v) number of rooms; and (vi) the percentage interest in the Common Elements appurtenant to such Unit. The location of each Unit is shown on the floor plans of the Building (the "Floor Plans") certified by James McCullar & Associates Architects, and intended to be approved by the Real Property Assessment Bureau of the City of New York and filed in the Office of the Register of the County and City of New York(the "Register's Office") following the recording of this Declaration.

6.2 Each Unit includes, and each Unit Owner shall be responsible for, entrance doors to the Unit, the interior sheetrocked walls and partitions, non-structural flooring, floor coverings and plastered or sheetrocked ceilings affixed, attached or appurtenant to such Unit, smoke detectors, all plumbing, gas and heating fixtures and equipment, including but not limited to refrigerators, dishwashers, heating, heating equipment, ranges and other appliances, as may be affixed, attached or appurtenant to such Unit and serving such Unit exclusively. Plumbing, gas and heating fixtures and equipment as used in the preceding sentence shall include exposed gas and water pipes from branch or fixture shut-off valves attached to fixtures, appliances and equipment and the fixtures, appliances and equipment to which they are attached, and any special pipes or equipment which a Unit Owner may install within a wall or ceiling, or under the floor, but shall not include gas, water or other pipes, conduits, wiring or ductwork within the walls, ceilings or floors. Each Unit shall also

include (i) all lighting and electrical fixtures and appliances within the Unit, and (ii) any special equipment, fixtures or Facilities (as hereinafter defined) affixed, attached or appurtenant to the Unit by a Unit Owner other than Declarant, to the extent located within a Unit from the panel and serving or benefitting only that Unit including, but not limited to, any delivery entrances servicing a Unit. Notwithstanding anything contained in this Article 6 to the contrary, each Unit Owner will have the right, exercisable at any time, to install, at such Unit Owner's sole cost and expense, decorations, fixtures and coverings (including, without limitation, painting, finishing, wall to wall 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 and to a depth of one inch behind such surfaces for the purposes of installing nails, screws, bolts and the like, provided that no such installation shall impair the structural integrity and mechanical and electrical systems of such Unit or of the Building.

6.3 As of the date of the filing of this Declaration with the Register's Office, fee simple absolute title shall automatically vest in Declarant in all Units, individually and collectively, without the need to execute specific and particular deeds or indentures for each and every Unit.

ARTICLE 7

DIMENSIONS OF UNITS

Each Unit consists of the area measured horizontally from the exterior side of the glass or the line of the exterior face of the exterior walls (perimeter columns and perimeter mechanical pipes are not deducted) to the centerline of the wall separating one Unit from another Unit, corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements (as hereinafter defined) as indicated in the condominium plans and from lot line at party walls separating the Building from the adjoining building. Each Unit will consist of the area measured vertically from the top of the concrete floor to the underside of the ceiling.

ARTICLE 8

COMMON ELEMENTS

8.1 The common elements of the Condominium (the "Common Elements") consist of the entire Property, including the Land and all parts of the Building and improvements thereon other than the Units. The Common Elements include, but are not limited to, those rooms, areas, corridors, spaces and other parts of the Building and all Facilities (defined below) therein for the common use of the Units and the Unit Owners or which are necessary or convenient for the existence, maintenance or safety of the Property. The Limited Common Elements of the Condominium (the "Limited Common Elements") consist of those Common Elements that serve or benefit exclusively one or more but not all of the Units or the Unit Owners. The Common Elements are appurtenant to, serve and benefit each Unit to the extent of such Unit's percentage share of the Common Elements. The Common Elements are for the common use of all Unit Owners.

8.2 As used in this Declaration, the word "Facility" or "Facilities" includes, but is not limited to, the following items (grouped more or less functionally) which are set forth only for purposes

of illustrating the broad scope of that term: system, equipment, apparatus, converter, radiator, heater, heat exchanger, mechanism, device, machinery, motor, pump, control, tank or tank assembly, insulation, induction unit, condenser, compressor, fan, damper, blower, thermostat, thermometer, coil, vent, sensor, shut-off valve or other valve, gong, panel, receptacle, outlet, relay, alarm, sprinkler head, electric distribution facility, wiring, wireway, switch, switchboard, circuit breaker, transformer, fitting, siamese connection, hose, plumbing fixture, lighting fixture, other fixture, bulb, sign, telephone, meter, meter assembly, scaffolding, piping, line, duct, conduit, cable, riser, main shaft, pit, flue, lock or other hardware, rack, screen, strainer, trap, drain, catch basin, leader, filter, canopy, incinerator, closet, cabinet, door, railing, coping, step, furniture, mirror, furnishing, appurtenance, urn, basket, mail box, carpeting, tile or other floor covering, drapery, shade or other window covering, wallpaper or other wall covering, tree, shrubbery, flower or other planting and horticulture tub or box.

8.3 The Common Elements will remain undivided and no Unit Owner or other person will bring or will have the right to bring any action for partition or division thereof except as may be specifically provided for herein and in the Bylaws.

8.4 The Common Elements consist of the following:

8.4.1 The Land (as more particularly described in **Exhibit A** attached to this Declaration), together with all easements, rights and privileges appurtenant thereto;

8.4.2 Any of the following: all foundations, footings, columns, girders, floor slabs and ceilings, beams, and supports and interior load bearing walls, (except to the extent included in Sections 8.5 or 8.7 hereof), together with those portions of the exterior walls of the Building beyond the Unit side of the glass or concealed block work or concealed structural members of those walls;

8.4.3 The rooms and Facilities located as follows: the boiler room, meter rooms, fire pump room, service wing, and court located in the cellar;

8.4.4 Any other Facilities in the Building which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of all of the Building are not a part of any Unit, Common Elements or any Limited Common Element;

8.4.5 Electric meters and panels, electric closets, feeders, risers and Facilities, gas meter, and cables;

8.4.6 Kitchen, bathroom and dryer exhaust ducts, corridor and supply air ducts, if any, steam lines supply and return for heating, water pressure reducing valve system, and all other Facilities in the floor and ceilings;

8.4.7 All passages, hallways, stairs and corridors, all mechanical space and all other rooms, areas, spaces and other parts of the Building which are not Units or Limited Common Elements;

8.4.9 The windows;

8.4.10 The areas of the roof of the Building, with the exception of the areas of the roof of the Building to which certain Units have exclusive access. (Please refer to Section 8.5.1).

Notwithstanding anything to the contrary contained in this Article 8, if a Common Element benefits only certain Unit Owners, then the Building's costs of alteration, addition, repair, replacement and restoration thereto shall be borne solely by those Unit Owners who benefit from the Common Element in the proportion that the Common Interest of each benefitting Unit Owner bears to the Common Interests of all benefitting Unit Owners. In addition, except as otherwise provided in Subsection 6.9.2.1 of the Bylaws, such Unit Owners shall be responsible for the normal operation, maintenance and repair of any such Common Element at their sole cost and expense.

8.5 The Limited Common Elements consist of the following:

8.5.1 The roof of the Building, to which the owner's of certain Units shall have exclusive access as set forth in **Exhibit B** annexed hereto. Notwithstanding anything to the contrary contained in the Bylaws or this Declaration, (i) the owner of such Units shall have the exclusive right to use such Limited Common Element (subject to compliance with the House Rules of the Condominium) and shall be responsible for the normal operation, maintenance and repair thereof at such Unit Owner's sole cost and expense, and (ii) the owner of such Units shall not have any right to erect any structure on the roof of the Building or to make any structural changes to the roof of the Building without first obtaining the unanimous written consent of all of the Unit Owners;

8.5.2 That portion of equipment, fixtures or Facilities serving or benefitting one Unit, to the extent located within another Unit or within a Common Element to which there is direct and exclusive access from the interior of a Unit. Notwithstanding anything to the contrary contained in the Bylaws or this Declaration, the Unit Owner who is so served or benefitted by such Limited Common Element shall have the exclusive right to use such Limited Common Element and shall be responsible for the normal operation, maintenance and repair thereof at such Unit Owner's sole cost and expense;

8.5.3 All other Facilities exclusively serving one or more but not all Units, excluding the Units and the Common Elements, which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of one or more but not all of the Units.

8.6 The Residential Limited Common Elements consist of the following:

8.6.1 Storage Room.

8.6.2 Elevators and elevator machine room and pitts.

8.6.3 Staff Office.

8.6.4 Compactor Room.

8.6.5 Lobby.

ARTICLE 9

USE OF BUILDING AND UNITS

9.1 The Residential Units may be used for any lawful purposes to the extent permitted under applicable zoning law and ordinances and other applicable governmental laws and regulations as provided on the certificate of occupancy in effect at that time.

9.2 The Non-Residential Units may be used for any lawful purposes the extent permitted under applicable zoning and other governmental laws and regulations, as provided on the certificate of occupancy in effect at that time. Non-Residential Unit 2, consisting of approximately 7,000 square feet shall be made available for and used for not -for -profit community facility use as this term is defined in the NYC Zoning Resolution of September 1, 1989.

9.3 Notwithstanding the foregoing, the following uses are prohibited in all the Units:

9.3.1 Movie Theaters.

9.3.2 Clubs (except for a health clubs).

9.3.3 College or school fraternity or sorority houses.

9.3.4 Community centers or settlement houses.

9.3.5 Government operated health centers or independent out-of-hospital health facilities incorporated pursuant to Article 7 of the New York State Social Services Law.

9.3.6 Health centers or facilities, hospitals or medical offices which are primarily, predominately or substantially devoted on a programmatic basis to either abortion services, substance abuse treatment or substance abuse counselling and related uses.

9.3.7 Welfare centers, food distribution centers, homeless shelters, and related uses.

9.3.8 Supermarkets.

9.3.9 Bowling Alley.

9.3.10 Dance Hall.

9.3.11 Discotheque.

9.3.12 Bakery.

9.3.13 Restaurant.

9.3.14 Bars, nightclubs.

9.4 Notwithstanding the provisions of Article 9, Declarant or its designee may, without the permission of the Board, (a) grant permission for the use of any Unsold Unit for any purpose, provided such use is permitted by law, does not violate the then existing certificate of occupancy for such Unit and the user of such Unit complies with all applicable governmental regulations, and (b) use any Unsold Units as models and sales, administration and/or promotion offices in connection with the sale or rental of the Units or for any other purpose, subject only to the provisions of the Declaration and these Bylaws and in compliance with applicable governmental laws and regulations.

ARTICLE 10

CHANGES IN THE UNSOLD UNITS

Except to the extent prohibited by law, Declarant or its designee shall have the right, without the vote or consent of any Condominium Board, other Unit Owners, or the Mortgage Representatives (as such term is defined in the Bylaws), if any, to: (a) make alterations, additions or improvements to any Unsold Units; (b) change the use (subject to Section 9.4 above) or layout of, or number of rooms of any Unsold Units from time to time; (c) change the size and/or number of Unsold Units by subdividing one or more Unsold Units into two or more separate Units, combining separate Unsold Units (including those resulting from such subdivision or otherwise) into one or more Units, converting a Unit or any portion thereof to a Common Element or a Limited Common Element, altering the boundary walls between any Unsold Units, or otherwise, including incorporating Common Elements (such as a portion of a hallway used exclusively by the occupant(s) of such Unsold Unit) which exclusively benefit an Unsold Unit into such Unit; (d) designate a Common Element or a Limited Common Element, as part of a newly created Unit or Limited Common Element, or designate all or part of a Unit as a newly created Common Element; and (e) if appropriate, reapportion among the Unsold Units affected by such change in size, use or number pursuant to the preceding clauses (b) and (c) their percentage interests in the Common Elements; provided, however, that (i) the percentage interest in the Common Elements of any other Units (other than Unsold Units) shall not be changed by reason thereof unless the owners of such Units shall consent thereto; (ii) Declarant or its designee, as the case may be, shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold each Condominium Board and all other Unit Owners harmless from any liability arising therefrom. The provisions of this Article 10 may not be added to, amended, modified or deleted without the prior written consent of Declarant or its designee. By written permission of the Condominium Board, which permission shall not be unreasonably withheld, any other Unit Owner may be given, with respect to his Unit, the same rights and be subject to the same limitations and conditions as are set forth in this Article 10 with respect to Unsold Units. Notwithstanding the other provisions of this Article 10, no reapportionment of the interests in the Common Elements appurtenant to any Unit shall be made unless there is first delivered to the

Condominium Board a written certification stating that the percentage interests of the respective Units in the Common Elements, immediately after such reapportionment, will be based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit. The certification referred to in the preceding sentence shall be delivered (i) at Declarant's election, by Declarant, the managing agent of the Condominium or any other person reasonably acceptable to the Condominium Board in the case of any Unsold Unit, and (ii) by either the managing agent of the Condominium, or any other person reasonably acceptable to the Condominium Board in the case of any other Unit.

ARTICLE 11

PERSON TO RECEIVE SERVICE

The Secretary of State of the State of New York is hereby designated to receive service of process in any action which may be brought against the Condominium.

ARTICLE 12

DETERMINATION OF PERCENTAGE INTERESTS IN COMMON ELEMENTS

12.1 The percentage interest of each Unit in the Common Elements has been based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use and the overall dimensions of the particular Unit.

ARTICLE 13

ENCROACHMENTS

If (a) any portion of the Common Elements encroaches upon any Unit or upon any other Common Element, (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements or (c) any such encroachments shall hereafter occur as a result of (i) settling or shifting of the Building, (ii) any alteration, repair or restoration of the Common Elements made by or with the consent (when required by the Bylaws) of the Condominium Board, or made by Declarant or its designee, in accordance with this Declaration or the Bylaws or (iii) any alteration, repair or restoration of the Building (or any portion thereof) or of any Unit or Common Element after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements; then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same as long as the Building shall stand.

ARTICLE 14

ACCESS TO COMMON ELEMENTS

Each Unit Owner shall have an easement, in common with all other Unit Owners, to use all Common Elements located in the Building, including those located in any of the other Units or elsewhere on the Property, which serve such Unit Owner's Unit, including an easement to connect to existing utilities including, but not limited to, utilities for gas, electricity and steam. Each Unit shall be subject to an easement in favor of all Unit Owners to use all Common Elements located in such Unit or elsewhere on the Property which serve other Units. In addition, the Condominium Board or its agents, to the extent it is permitted to act by the Bylaws for such purposes, shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Property. All easements and rights of access described in this Article 14 shall be exercised in such a manner, to the extent practicable, as will not unreasonably interfere with the use of the Units for their permitted purposes. Such entries shall be permitted on not less than three days' notice, except that no notice will be necessary in the case of an "emergency" (i.e., a condition requiring repair or replacement immediately necessary for the preservation or safety of the Building or for the safety of occupants of the Building, or other persons, or required to avoid the suspension of any necessary service in the Building).

ARTICLE 15

EASEMENTS AND NAME OF CONDOMINIUM

15.1 Except as set forth in this Declaration, each Unit Owner shall have, in common with all other Unit Owners, an easement for the use of the Common Elements and any Facilities located therein, including, but not limited to, such easement as shall be necessary to operate, maintain, repair, rebuild, restore and replace, as necessary, such Unit Owner's Unit.

15.2 Each Unit Owner shall have, in common with all other Unit Owners, an easement for ingress and egress through the Building, and for the use of any Common Element, to the extent necessitated by an emergency.

15.3 The Condominium Boards shall have, and each Unit shall be subject to, an easement: (a) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace the Common Elements or Limited Common Elements located in, over, under, through or upon any Unit, or any other Common Elements or elsewhere on the Property, and (b) to maintain any encroachment on any Unit or Common Elements resulting from the repair, alteration, rebuilding, restoration or replacement of the Units, the Common Elements or the Limited Common Elements; provided that access to any Unit or the Common Elements in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere, to the extent practicable, with the use of the Units for their permitted purposes. Such entry shall be permitted on not less than three days' notice, except that no notice will be necessary in the case of an emergency.

15.4 Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

15.5 Declarant or its designee and its successors and assigns shall, to the extent permitted by law, have an easement to erect, maintain, repair and replace, from time to time, one or more signs on

the Property for the purposes of advertising (i) the sale or lease of any Unsold Unit, and (ii) the operation of any business of a tenant or occupant of any Unsold Units.

15.6 Declarant has an easement to use the sidewalks and walkways surrounding portions of the Building for purposes permitted by law.

15.7 Declarant or its designee and the Condominium Board shall have the right to grant such additional electric, gas, telephone, Internet, cable, television, steam, ventilation or other easements for utilities or services or otherwise or relocate any easements in any portion of the Property, as Declarant or its designee, 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 to complete the Building as described in the Plan or for the general health or welfare of the owners, tenants and occupants of the appropriate Units, provided that such additional utilities or relocation of existing utilities will not prevent or unreasonably interfere with the use of the Units for their permitted purposes, and shall not result in the imposition of any mechanic's liens against any of the Units. Any company providing the utilities or services and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance aforementioned easements in order to install, maintain, operate, repair, replace and service such utilities and services provided such right of access shall be exercised in such manner as shall not unreasonably interfere with the use of the Units for their permitted purposes.

15.8 Declarant and its designee, assignee and licensees shall have, and the Units and Common Elements shall be subject to, an easement, (a) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace satellite dishes and similar equipment on the roof and facade of the Building and elsewhere on the Common Elements and the conduit and Facilities relating thereto, on other than those portions of the roof which constitute Common Elements or Limited Common Elements and to retain any and all income derived therefrom, (b) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace a billboard on the north lot line wall of the Building and elsewhere on the Common Elements and to retain any and all income derived therefrom, (c) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace a cash machine and / or similar equipment on the facade of the Building and elsewhere on the Common Elements and to retain any and all income derived therefrom, (d) to install, utilize, operate, maintain, repair, alter, rebuild, restore and replace a cell phone tower and similar equipment on the roof and facade of the Building and elsewhere on the Common Elements and the conduit and Facilities relating thereto, on other than those portions of the roof which constitute Common Elements or Limited Common Elements and to retain any and all income derived therefrom, and (e) to maintain any encroachment on any Unit, or any Common Elements or elsewhere on the Property resulting from the installation, operation, maintenance, alteration, rebuilding, restoration or replacement of any satelite dishes, billboards, cell phone towers or cash machine. The Condominium shall not be entitled to any portion of fees, compensation or other profits received by Declarant, its designees, assignees or licensees for the use of the aforesaid easements or equipment. Any satellite dishes, cell phone towers, billboards or cash machines or other facilities placed upon the roof and / or the facade of the Building and elsewhere on the Common Elements by Declarant, its designees, assignees or licensees shall be the exclusive property of Declarant, its designees, assignees or licensees and neither the Condominium nor other Unit Owners shall have any rights with respect thereto. Notwithstanding the foregoing, access to a Unit or Common Element in furtherance of such easement shall be exercised in a manner so as to 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 notice is necessary in the case of an emergency.

15.9 The Condominium and the Building shall be designated and known as "**The Dwyer Condominium**". For so long as Declarant owns any Units in the Building, Declarant shall own and control all rights and interests, and shall be responsible for all obligations and liabilities, appurtenant to the name of the Condominium and/or the Building. For so long as Declarant owns any Units in the Building, only Declarant shall have the right to change or assign the name of the Condominium and/or the Building.

ARTICLE 16

POWER OF ATTORNEY

16.1 Each Unit Owner shall grant to the persons who shall from time to time constitute the Condominium Boards an irrevocable power of attorney, coupled with an interest (in such form and content as the Condominium Board shall determine) following due authorization (if required) from the Unit Owners (a) to acquire or lease any Unit, together with its Appurtenant Interests (as defined hereinafter), whose owner desires to sell, convey, transfer, assign, lease or surrender the same, or which becomes the subject of a foreclosure or other similar sale, on such terms and at such price or rental, as the case may be, as the attorneys-in-fact deem proper, in the name of the Condominium Boards or their designee, corporate or otherwise, on behalf of all Unit Owners, and after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Unit so acquired, or to sublease any Unit so leased, without the necessity of further authorization by the Unit Owners, on such terms as the attorneys-in-fact may determine, (b) to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to Units, including retaining counsel and taking any other actions which the Condominium Board deems necessary or appropriate and (c) to execute, acknowledge and deliver any declaration or other instrument affecting the Condominium which 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 any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Condominium or the Common Elements which the Condominium Board deems necessary or appropriate.

16.2 Each Unit Owner shall grant to Declarant a power of attorney to amend the Condominium Declaration to effectuate the rights granted to Declarant under the Declaration.

ARTICLE 17

ACQUISITION OF UNITS BY THE BOARD

If (a) any Unit Owner surrenders such Unit Owner's Unit, together with (i) the undivided interest in the Common Elements and Limited Common Elements appurtenant thereto, (ii) the interest

of such Unit Owner in any other Units theretofore acquired by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any, and (iii) the interest of such Unit Owner in any other assets of the Condominium (such interests in (i), (ii) and (iii) being hereinafter collectively called the "Appurtenant Interests"), pursuant to the provisions of Section 339-x of the Condominium Act, (b) the Condominium Board, pursuant to Article 8 of the Bylaws, acquires or leases a Unit, together with the Appurtenant Interests, or (c) the Condominium Board purchases, at a foreclosure or other similar sale, a Unit, together with the Appurtenant Interests, then, in any such event, title to any such Unit, together with the 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 interests in the Common Elements. The lease or sublease covering any Unit leased or subleased by the Condominium Board or its designee shall be held by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective interest in the Common Elements.

ARTICLE 18

COVENANTS RUNNING WITH THE LAND

18.1 All provisions of this Declaration, the Bylaws and the House Rules which are annexed hereto and made a part hereof, including, without limitation, the provisions of this Article, 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 hereof and thereof shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and such Unit Owner's 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 or any other third party. All present and future owners, tenants, subtenants, licensees, and other occupants of Units shall be subject to the provisions of this Declaration, the Bylaws and the House Rules, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or sublease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the Bylaws and the House Rules, as they may be amended from time to time, are accepted and ratified by such owner, tenant, subtenant, 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 or conveyance or lease or use and occupancy agreement thereof.

18.2 If any provision of this Declaration or the Bylaws is invalid under, or would cause this Declaration and the Bylaws 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 Bylaws, 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 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 Bylaws, all Unit Owners had signed and recorded an instrument agreeing

to each such provision as a covenant running with the Land. If any provision which is necessary to cause this Declaration and the Bylaws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from this Declaration or the Bylaws, then such provision shall be deemed included as part of this Declaration or the Bylaws, as the case may be, for the purposes of submitting the Property to the provisions of the Condominium Act.

18.3 If this Declaration and the Bylaws are insufficient to submit the Property to the provisions of the Condominium Act, the provisions of this Declaration and the Bylaws shall nevertheless be valid and binding upon and 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 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 Bylaws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land.

ARTICLE 19

AMENDMENTS OF DECLARATION

19.1 Subject to the provisions contained herein or in the Bylaws with respect to amendments, modifications, additions or deletions affecting Declarant or its designee or any Unsold Units, any provision of this Declaration may be added to, amended, modified or deleted by the vote of at least 80% in number and in Common Interest of all Unit Owners taken in accordance with the provisions of the Bylaws. Subject to the provisions contained herein or in the Bylaws with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, or any Unsold Units, no amendment, modification, addition or deletion pursuant to the provisions of the immediately preceding sentence shall be effective without (a) the written consent (which consent shall not be unreasonably withheld or delayed) of the Mortgage Representatives, if any, and (b) the written consent of Declarant, until such time as Declarant and its designees have conveyed title to all Units, provided that in no event shall Declarant's consent be required more than five years after the date fee title to a Unit is first conveyed to a purchaser by Declarant or its designees pursuant to an offering plan. In addition, no such amendment, modification, addition or deletion shall be effective until recorded in the Register's Office. Subject to the provisions contained herein or in the Bylaws with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, or any Unsold Units, any such amendment, modification, addition or deletion shall be executed by the Condominium Board as attorney-in-fact for the Unit Owners, coupled with an interest, which Condominium Board is hereby authorized by such Unit Owners so to act as their attorney-in-fact.

19.2 If the number of rooms in an Unsold Unit is changed, or the use, size and/or number of Unsold Units is changed (whether as a result of a subdivision or combination of Unsold Units or alteration of boundary walls between Unsold Units, or otherwise) and the appurtenant percentage interests of Units in the Common Elements are reapportioned as a result thereof, all in accordance with Article 10 hereof, then Declarant or its designee causing such changes shall have the right to execute, or (upon its request) to require any other Unit Owner or any Board to execute, and record in the Register's Office and elsewhere, if required by law, an amendment to this Declaration (together with

such other documents as Declarant or its designee causing such changes deems appropriate to effectuate the same) reflecting such change in the number of rooms in an Unsold Unit or in the use, size and/or number of Unsold Units (whether as a result of said subdivision, combination, alteration or otherwise) and the reapportionment of the percentage interests of Units in the Common Elements resulting therefrom, all without the approval of the Board, the Unit Owners or the Mortgage Representatives, if any. In addition, if any Unit Owner other than Declarant or its designee causing such changes is given the right by the Condominium Board to make the changes described in this Section 19.2 with respect to such Unit Owner's Unit or Units, all in accordance with Article 10 hereof, then such Unit Owner shall have the right to require the Condominium Board to execute, and record in the Register's Office and elsewhere, if required by law, any amendment to this Declaration and other documents which are necessary or appropriate (in the reasonable judgment of the Condominium Board) to reflect the changes made by the Unit Owner, all without the approval of the Condominium Board, other Unit Owners or the Mortgage Representatives, if any. Nothing contained in this Section shall be construed to mean that the Common Interest appurtenant to any Unit not subject to any change may be reapportioned without the written consent of the Owner of such Unit.

19.3 The provisions of Sections 19.1 and 19.2 hereof may not be modified, amended, added to or deleted, in whole or in part, without the consent of Declarant or its designee.

19.4 Amendments, modifications, additions or deletions of or to this Declaration are subject in all respects to Section 13.2 of the Bylaws, which is incorporated herein by reference.

ARTICLE 20

TERMINATION OF CONDOMINIUM

The Condominium shall continue and the Property shall not be subject to an action for partition (unless terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the Bylaws) until such time as withdrawal of the Property from the provisions of the Condominium Act is authorized by a vote of at least 80% in number and in Common Interest of all Unit Owners. No such vote shall be effective, however, (a) without the written consent (which consent shall not be unreasonably withheld or delayed) of the Mortgage Representatives, if any, and (b) without the written consent of Declarant, until such time as Declarant and its designees have conveyed title to all Units, provided that in no event shall Declarant's consent be required more than five years after the date fee title to a Unit is first conveyed to a purchaser by Declarant or its designees pursuant to an offering plan. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective Common Interests; provided, however, that no payments shall be made to a Unit Owner until there has first been paid from out of such Unit Owner's share of such net proceeds all liens on such Unit Owner's Unit (other than mortgages which are not Permitted Mortgages), in the order of priority of such liens.

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, irrespective of the number of violations or breaches which may occur.

ARTICLE 22

CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

ARTICLE 23

CERTAIN REFERENCES

23.1 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.

23.2 The terms "herein", "hereof", "hereunder", or similar terms used in this Declaration refer to this entire Declaration and not to the particular provision in which the terms are used, unless the context otherwise requires.

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

ARTICLE 24

SEVERABILITY

Subject to the provisions of Sections 18.2 and 18.3 hereof, if any provision of this Declaration is invalid or unenforceable as against any person or under certain circumstances, the remainder of this Declaration and the applicability of such provision to other persons or circumstances shall not be affected thereby. Each provision of this Declaration shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by law.

ARTICLE 25

COVENANT OF FURTHER ASSURANCES

25.1 Any party which is subject to the terms of this Declaration, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of any Board or otherwise, shall, upon prior reasonable written request at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition

to those specifically provided for herein, and take such other action as such other party 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.

25.2 If a Unit Owner, a Condominium Board or any other party which is subject to the terms of this Declaration fails, within 10 days after request therefor, to execute, acknowledge or deliver any instrument, or to take any action which the Condominium Board, Unit Owner or party is required to execute, acknowledge and deliver or to take pursuant to this Declaration, then the Condominium Board which represents such Unit Owner, Condominium Board or other party is hereby authorized as attorney-in-fact for such Unit Owner, Condominium Board or other party, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner, Condominium Board or other party and such document or action shall be binding on such Unit Owner, Condominium Board or other party.

25.3 If a Unit Owner, the Condominium Board or any other party which is subject to the terms of this Declaration fails, within 10 days after request therefor, to execute, acknowledge or delivery any instrument, or to take any action which such Unit Owner, Condominium Board or party is required to execute, acknowledge and deliver pursuant to this Declaration at the request of Declarant or its designee, then Declarant or its designee is hereby authorized, as attorney-in-fact for such Unit Owner, Condominium Board or other party, coupled with an interest, to execute, acknowledge and deliver such instrument or to take such action in the name of such Unit Owner, Condominium Board or other party and such document or action shall be binding on such Unit Owner, Condominium Board or other party, as the case may be.

ARTICLE 26

SUCCESSORS AND ASSIGNS

Except as set forth herein or in the Bylaws to the contrary, the rights and/or obligations of Declarant or its designee as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Declarant or its designee (not including Purchasers of Units pursuant to the Plan), or, with the consent of Declarant or its designee, any transferee of some or all of the then Unsold Units then owned by Declarant or its designee, as the case may be. Subject to the foregoing, Declarant or its designee, as the case may be, shall have the right, at any time, in their sole discretion, to assign or otherwise transfer their respective interests herein, whether by sale, merger, consolidation, lease, assignment or otherwise.

ARTICLE 27

CONSENTS

Whenever the consent, approval, satisfaction or permission of Declarant or its designee is required under this Declaration or the Bylaws, such consent, approval, satisfaction or permission will not be required when Declarant or such designee no longer owns any Units.

ARTICLE 28

INCORPORATION BY REFERENCE

The terms, covenants, 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 Definitions annexed hereto as **Exhibit C**; (iv) the Bylaws annexed hereto as **Exhibit D**; and (v) the Floor Plans, are each incorporated herein by this reference and made a part of this Declaration as if set forth at length in the text hereof.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed as of the _____ day of _____, 2005.

258 Saint Nicholas Avenue LLC
By: 123 St. Partners LLC, Member

By:_____
John Cross, Member

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

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 the person upon behalf of which the individual(s) acted, executed the instrument.

_____
Notary Public

Exhibit A

Description of the Land

Title No. 823871

EXHIBIT A
(page 2)

PARCEL B (Block 1950 Lot 128):

ALL THAT CERTAIN plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at a point on the northerly line of West 123rd Street distant 83 feet 3 inches westerly from the corner formed by the intersection of the said northerly line of West 123rd Street with the westerly line of 8th Avenue;

RUNNING THENCE northerly parallel with said westerly line of 8th Avenue and part of the distance through a party wall 50 feet 2 inches;

THENCE westerly parallel with the northerly line of West 123rd Street 16 feet 9 inches;

THENCE southerly again parallel with said westerly line of 8th Avenue 50 feet 2 inches to said northerly line of West 123rd Street;

THENCE easterly dividing said northerly line of West 123rd Street 16 feet 9 inches to the point or place of BEGINNING.

For information only: Said premises known as 307 West 123rd Street and designated as Block 1950 Lot 128 on the Tax Map of the City of New York, County of New York.

For conveyancing only, if intended to be conveyed: Together with all rights, title and interest of, in and to any streets and roads abutting the above described premises, to the center line thereof.

Policy Number: [Policy Number]

Title Number: [Title Number]

EXHIBIT A

PARCEL A (Block 1950 Lot 24):

ALL THAT CERTAIN plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of West 123rd Street with the easterly side of St. Nicholas Avenue;

RUNNING THENCE northerly along the said easterly side of St. Nicholas Avenue, 88 feet 9-1/2 inches;

THENCE easterly and parallel with the said northerly side of West 123rd Street, 110 feet 8-1/2 inches;

THENCE northerly and at right angles with the said northerly side of West 123rd Street, 25 feet 3 inches to the center line of the block;

THENCE easterly along the center line of the block, 25 feet;

THENCE southerly and at right angles to the said northerly side of West 123rd Street, 100 feet 11 inches to the said northerly side of West 123rd Street; and

RUNNING THENCE westerly along the said northerly side of West 123rd Street, 89 feet 3 inches to the point or place of BEGINNING.

For information only: Said premises known as 258-264 St. Nicholas Avenue and 309-315 West 123rd Street and designated as Block 1950 Lot 24 on the Tax Map of the City of New York, County of New York.

continued ...

For conveyancing only, if intended to be conveyed: Together with all rights, title and interest of, in and to any streets and roads abutting the above described premises, to the center line thereof.

Exhibit B

Description of the Units

Exhibit C

Definitions

EXHIBIT C

DEFINITIONS

"Appurtenant Interest"	-	With respect to any Unit, the undivided interest of the owner thereof, pursuant to the terms of Section 339-x of the Condominium Act, in and to: (i) the Common Elements; (ii) any other Units owned or leased at the time in question by the Board of Managers 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.
"Assessments"	-	The charges allocated and assessed by the Board of Managers to the Unit Owners, pro rata, in accordance with their respective Common Interest.
"Board of Managers"	-	The board of managers of the Condominium.
"Building"	-	The structure located at 258 St. Nicholas Avenue, New York , New York.
"Closing"	-	The time, place and procedure by which fee title to the Unit in question is conveyed to a Purchaser pursuant to a fully executed Purchase Agreement.
"Closing Date"	-	The date on which a Closing occurs.
"Common Elements or General Common Elements"	-	The Land and all parts of the Building, including its foundations, roofs and support, other than the Units. The Common Elements include the limited Common Elements.
"Common Expenses"	-	Costs and expenses incurred or projected in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Common Elements.
"Common Interest"	-	The proportionate, undivided interest in fee simple absolute in the Common Elements appertaining to each Unit as expressed in the Declaration.
"Condominium"	-	A form of ownership of real property in which individual Units as component parts of a whole are owned in fee simple with the right

of exclusive use, by separate individuals or entities, which separate individuals and/or entities jointly own those parts of the whole designated as Common Elements. In the context of this Offering Plan "Condominium" specifically refers to The Dwyer Condominium.

"Condominium Act" - Article 9-B of the Real Property Law of the State of New York, as the same may be amended from time to time.

"Condominium Documents" - The Declaration and all Schedules thereto, the By-Laws, the Rules and Regulations, the Floor Plans, form of Unit Deed and the form of Unit Owners Power of Attorney.

"Declaration" - The instrument, as may be amended from time to time, by which the Property is submitted to the provisions of the New York State Condominium Act, consistent with the provisions of the New York Condominium Act and the By-Laws.

"First Unit Closing" - The first time by which fee title to a Unit is conveyed to a Purchaser pursuant to a fully executed Purchase Agreement.

"Floor Plans" - The floor plans of the Units certified by a registered architect or licensed professional engineer, and filed in the Register's Office simultaneously with the recording of the Declaration, together with any supplemental floor plans thereto.

"House Rules" - The rules and regulations of the Residential Section of the Condominium, which are 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.

"Insurance Trustee" - A bank, a trust company or savings and loan association, having an office in the City of New York, from time to time appointed to serve as such by the Condominium Board.

"Inspection Statement" - Prior to a scheduled Closing Purchaser may inspect his / her Unit. At the conclusion of the inspection Purchaser shall date and sign the an inspection statement confirming Purchaser's acceptance of the Unit in its then "as is" condition subject to the sellers agreement to repair or replace noted items.

"Land" - All that certain tract, plot, piece and parcel of land situate, lying and being in the City of New York, County of New York, State of New York, as more particularly described in Schedule A to the Declaration.

"Law" - The laws and ordinances of any or all of the Federal, New York State, New York City, and New York County governments, the rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies, or offices thereof or of any other governmental, public, or quasi-public authorities having jurisdiction over the Property and/or the Condominium, and/or the direction of any public officer pursuant to law.

"Limited Common Elements" - Those Common Elements which serve or benefit exclusively one or more but not all of the Units and / or the Unit Owners including but not limited to terraces.

"Majority" - Majority of Unit Owners means either (i) more than fifty per cent in Common Interest in the aggregate, or (ii) more than fifty per cent in number of Units in the aggregate, or (iii) more than fifty per cent in the aggregate in both Common Interest and in number of Units, as may be specified herein or in the Declaration or the By-Laws with respect to any matter or matters. Any specified percentage of Unit Owners means (i) such percentage in Common Interest in the aggregate, or (ii) such percentage in number of Units in the aggregate, or (iii) such percentage in Common Interest and such percentage in number of Units, as may be specified herein or in the Declaration or the By-Laws with respect to any matter or matters, provided, however, that different percentages in interest and in number of Units may be so specified.

"Managing Agent"- A person employed by the Condominium Board, who shall undertake to perform the duties and services that the Board shall direct and who shall have whatever powers the Board shall delegate, subject to the limitations contained in the Condominium's By-Laws.

"Non-Residential Board of Managers" - The board of managers of the Non-Residential Section of the Condominium.

"Non-Residential Section"- The Non-Residential Units.

"Non-Residential Unit" - A Unit located in the Condominium, which pursuant to the New York City Zoning Resolution may only be used for non-residential purposes.

"Non-Residential Unit Owner" - Any owner of a Non-Residential Unit, and all such owners are, collectively, referred to as "Non-Residential Unit Owners."

"Offering Plan" - The document filed with the New York State Department of Law which describes the condominium property and pursuant to which individual Units in the Condominium are offered for sale, as the same may be amended from time to time. Sometimes herein referred to as the "Plan".

"Operation of the Property" - The administration and operation of the Property and the maintenance, repair and replacement of, and the making of any additions and improvements to, the Common Elements.

"Permitted Mortgage"- Refers to a mortgage placed on a Unit made to a bank, trust company, insurance company, federal savings and loan association, pension fund or other institutional lender, the Sponsor, Sponsor-designee or the Seller of the Unit.

"Permitted Mortgagee"- Refers to the holder of a Permitted Mortgage.

"Person" - A natural person, corporation, partnership, association, trustee or other legal entity.

"Power of Attorney" - The document, signed by Unit Owners, which appoints:

(i) the Board of Managers as attorney-in-fact to acquire, on behalf of all Unit Owners, any Unit the Unit Owner of which wishes to sell or abandon together with the Appurtenant Interests thereto and to deal with any such Units so acquired as they may determine.

(ii) the Sponsor, as attorney-in-fact, to amend the Declaration, the By-Laws, and the Rules and Regulations of the Condominium or any of said

documents under certain conditions set forth in the Power of Attorney.

"Premises " or "Property"	-	Means and includes the Land, located at 258 St. Nicholas Avenue, New York, New York, and will include the Building and all other improvements thereon, (i) owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, which have been or are intended to be submitted to the provisions of the New York State Condominium Act.
"Purchaser"	-	Any Person who has entered into an agreement with Sponsor to purchase any Unit and is not in default thereunder.
"Recording officer" and "Recording" or "Recorded"	-	Shall have the meanings stated in section two hundred ninety of the New York State Real Property Law.
"Residential Board of Managers"	-	The board of managers of the Residential Section of the Condominium.
"Residential Unit"	-	Any of the fifty- two (52) residential units in the Building (including the Superintendent's Unit) designated as such in the Declaration. The term "Residential Units" shall mean more than one or all of the Residential Units.
"Residential Unit Owner"	-	Any owner of a Residential Unit, and all such owners are, collectively, referred to as "Residential Unit Owner."
"Selling Agent"	-	Society Estates Inc.,, or any successor selling agent at the time in question.
"Sponsor"	-	The promoter of the project and/or Offering Plan to convert a particular parcel of property to Condominium Ownership; 258 Saint Nicholas Avenue LLC, is the Sponsor of this Offering Plan.
"Sponsor-designee"	-	Any Person designated by Sponsor to hold title to any Unit. Sponsor's statement in writing that a Person is a Sponsor-designee shall be conclusive evidence of such status so as to entitle such Person to all the rights of a Sponsor-designee under this Offering Plan. A Sponsor-designee shall have the right to designate a Person

to succeed to its rights and any such designee shall also be deemed a "Sponsor-designee".

"Superintendent's Unit" - Sponsor will sell Residential Unit 1 in the Condominium to the Board of Managers, to be used as the Superintendent's residence. Sponsor reserves the right, in its sole discretion prior to the First Unit Closing, to choose a different Residential Unit other than Unit 1 to sell to the Condominium as the Superintendent's apartment, in lieu of Unit 1.

"Unit" - Any space in the Building designated as a Unit. Such Units are a part of the Property intended for any type of legal use or uses, and adjoin an exit to a public street or highway or a Common Element or elements leading to a public street or highway, and may include such appurtenances as a terrace.

"Unit Deed" - The deed transferring title to a specified Unit from Sponsor to Purchaser in fee simple absolute.

"Unit Designation" - The number, letter or combination thereof or other official designations conforming to the tax lot number, if any, designating the unit in the Declaration and on the Floor Plans.

"Unit Owner" - The person or persons, or entity owning a Unit in fee simple absolute also sometimes referred to as a Residential Unit Owner.

"Unsold Units" - Any Unit owned by Sponsor or its designee at the time in question.

Exhibit D

Bylaws

EXHIBIT D

BY-LAWS
OF THE DWYER CONDOMINIUM

ARTICLE 1

GENERAL

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 Dwyer Condominium (the "Condominium"). The Condominium covers the property (the "Property") consisting of approximately 9,218 square feet of land (the "Land") which forms Block 1950 F/K/A Lot24, N/K/A Block: 1950, Lots: _____ of Section ___ on the Tax Map of the Borough of Manhattan, City, County and State of New York, the buildings and other improvements now or hereafter to be constructed thereon or therein, as the case may be (hereinafter collectively called the "Building"), including, without limitation, the Units, Limited Common Elements, and the Common Elements, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, all of which have been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the recording of a Declaration (which, as the same may be amended from time to time, is herein called the "Declaration") in the New York County Office of the Register of The City of New York ("City Register's Office"), together with these By-Laws. All terms used herein including, but not limited to, "Declarant" which are not separately defined herein, shall have the meanings given to those terms in the Declaration.

1.2 Applicability of By-Laws. These By-Laws are applicable to the Property and to the use and occupancy thereof. All present and future Unit Owners, mortgagees, lessees, sublessees and other occupants of Units and employees and guests of Unit Owners, as well as all other persons who may use the facilities of the Property, are and shall be subject to the Declaration and these By-Laws (as hereinafter defined). The acceptance of a deed or 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 these By-Laws and the Declaration as they may be amended from time to time, are accepted and ratified.

1.3 Principal Office of Condominium. The principal office of the Condominium shall be located within the Property or at such other place within the Borough of Manhattan reasonably convenient thereto, as may be designated from time to time by the Condominium Board (as hereinafter defined).

ARTICLE 2

BOARD OF MANAGERS

2.1 Number, Term and Qualification.

2.1.1 As more particularly set forth in Section 2.2, the affairs of the Condominium shall be governed by a board of managers of the Condominium (the "Condominium Board"). From and after the first annual meetings of the Non- Residential Unit Owners, the Non- Residential Unit Owners shall consist of two (2) persons elected by the Non-Residential Unit Owners and the Residential Board shall consist of five (5) persons elected by the Residential Unit Owners for a total of seven (7) persons who shall constitute the entire Condominium Board. The Condominium Board, the Non-Residential Board and the Residential Board, are herein sometimes referred to collectively as the "Boards" and individually as a "Board".

2.1.2 Each member of the Non- Residential Board and the Residential Board, shall be elected at a separate annual meeting of the Non-Residential Unit Owners and the Residential Unit Owners, respectively and shall serve for a one (1) year term. There shall be no limit on the number of successive terms a Board member may serve.

2.1.3 Except for Board members elected or designated by Declarant (a) all members of the Non-Residential Board shall be either Non-Residential Unit Owners or officers, directors, shareholders, partners, principals, members, trustees, employees or beneficiaries of corporations, partnerships, limited liability companies fiduciaries or any other entities which own a Non-Residential Unit, or a managing agent for such Non-Residential Unit Owner or an employee thereof, and (b) all members of the Residential Board shall be either a Residential Unit Owner or an officer, directors, members, managers, shareholders, partners, principals, employees or beneficiaries of corporations, partnerships, fiduciaries of the Declarant or a Designee of the Declarant which owns a Residential Unit or a managing agent for such Declarant or Declarant's Designee or an employee thereof. Other than Board members elected or designated by Declarant or its designee no Board member shall continue to serve after such member ceases to be qualified as set forth above.

2.2 Powers and Duties

2.2.1 The Boards shall collectively have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium (except such powers and duties which by law, the Declaration or these By-Laws may not be delegated to the Boards by the Unit Owners). All determinations, however, which (a) affect only the Non- Residential Section and do not adversely affect the Residential Section or the use of the Residential Section for its permitted purposes, shall be made by the Non-Residential Board or (b) affect only the Residential Section and do not adversely affect the Non-Residential Section or the use of the Non-Residential Section for its permitted purposes, shall be made by the Residential Board. All

other determinations with respect to the administration of the affairs of the Condominium including, without limitation, determinations which (i) relate to the Non-Residential Section and adversely affect the Residential Section, or (ii) relate to the Residential Section and adversely affect the Non-Residential Section, or (iii) relate to or affect the General Common Elements, shall be made by the Condominium Board. Any dispute between the Residential Board and the Non-Residential Board with respect to whether the Residential Board or the Non-Residential Board shall be entitled to make any determination shall be settled by Arbitration (as hereinafter defined); provided, however, that no such dispute with respect to whether the determination of one adversely affects the other shall be deemed to exist unless the objecting party specifies the grounds for its objection in writing to the other party within 10 business days of receipt by it of notice of such determination. In addition, any dispute between the Residential Board and the Non-Residential Board with respect to whether any matter is entitled to be determined by the Condominium Board shall be settled by Arbitration, which Arbitration shall be determined on the basis of what is in the best interests of the Condominium. As used herein the term "Arbitration" means arbitration conducted in accordance with the provisions of Article 10.

2.2.2 Subject to the provisions of Subsection 2.2.1 and without limiting the generality thereof the Boards shall each have all powers and duties expressly set forth elsewhere in the Declaration and By-Laws and shall be entitled to make such determinations and take such actions and incur such liabilities as may be required to effectuate each Board's obligations under the Declaration and By-Laws.

2.2.2.1 The Condominium Board shall be entitled to make determinations with respect to the following matters:

2.2.2.1(a) Operating, caring for, keeping up, maintaining, repairing and replacing of the General Common Elements, including contracts for utilities, services and supplies;

2.2.2.1(b) Determining the amount of General Common Charges (as hereinafter defined.)

2.2.2.1(c) Employing and dismissing personnel necessary for the maintenance and operation of the General Common Elements.

2.2.2.1(d) Making additions and improvements to, or alterations of, the General Common Elements.

2.2.2.1(e) Making repairs and restorations of the General Common Elements or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings, subject to Section 6.3.

2.2.2.1(f) Enforcing obligations of a Unit Owner.

2.2.2.1(g) Opening and maintaining bank accounts on behalf of the Condominium (with respect to matters within its jurisdiction as provided in these By-Laws) and designating signatories therefor.

2.2.2.1(h) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss involves the loss of more than one Unit or the General Common Elements, as set forth in Section 6.2.

2.2.2.1(i) Borrowing money on behalf of the Condominium, when required in connection with the operation, care, upkeep and maintenance of, or the making of repairs, replacements, restorations or additions to or alterations of, the General Common Elements; provided, however, that (i) the consent of 80% in Common Interest of all Unit Owners shall be required for any borrowing, and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the General Common Elements without the consent of the Owner of such Unit. If any sum borrowed by the Condominium Board pursuant to the authority contained in this subparagraph 2.2.2.1(i) is not repaid by said Board, a Unit Owner who pays to the creditor such proportion thereof as such Unit Owner's interest in the General Common Elements bears to the interest of all the Unit Owners in the General Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor has filed or has the right to file against such Unit Owner's Unit.

2.2.2.1(j) Bringing actions on behalf of the Unit Owners, as their interests may appear, with respect to any cause of action relating to the General Common Elements, as the Condominium Board deems advisable.

2.2.2.1(k) Organizing corporations or limited liability companies to act as designees of the Condominium Board with respect to such matters as such Board may determine.

2.2.2.1(l) Executing, acknowledging and delivering in the name of the Condominium Board of (i) any declaration or other instrument affecting the Property which 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 Building, or (ii) any consent, covenant, restriction, easement or declaration affecting the Property which the Condominium Board deems necessary or appropriate.

2.2.2.1(m) Preparing, executing and recording, on behalf of all Unit Owners, as their attorney-in-fact, coupled with an interest, a restatement

of the Declaration and/or these By-Laws whenever in the Condominium Board's reasonable judgment, it is advisable to consolidate and restate all amendments, modifications, additions and deletions theretofore made to the Declaration and/or these By-Laws.

2.2.2.1(n) Obtaining and reviewing insurance for the Property, pursuant to the provisions of Section 6.2.

2.2.2.2 The Non-Residential Board shall be entitled to make determinations with respect to the following matters:

2.2.2.2(a) Operating, caring for, keeping up, maintaining, repairing of the Non-Residential Section, including contracts for utilities, services and supplies;

2.2.2.2(b) Determining the amount of Non-Residential Common Charges (as hereinafter defined), subject to the determination of the Condominium Board with respect to General Common Charges.

2.2.2.2(c) Employing and dismissing personnel necessary for the maintenance and operation of the Non-Residential Section.

2.2.2.2(d) Making additions and improvements to, or alterations of, the Non-Residential Limited Common Elements.

2.2.2.2(e) Making repairs and restorations of the Non-Residential Limited Common Elements or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings, subject to Section 6.3.

2.2.2.2(f) Opening and maintaining bank accounts on behalf of the Non-Residential Section (with respect to matters within its jurisdiction as provided in these By-Laws) and designating signatories therefor.

2.2.2.2 (g) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss involves the loss of the Non-Residential Section or the Non-Residential Limited Common Elements, as set forth in 6.2.

2.2.2.2 (h) Borrowing money on behalf of the Non-Residential Section, when required in connection with the operation, care, upkeep and maintenance of, or the making of repairs, replacements, restorations or additions to or alterations of, the Non-Residential Limited Common Elements or Non-Residential Limited Common Elements; provided, however, that (i) the consent of 80% in Common Interest of all Non-Residential Unit Owners shall be

required for any borrowing, and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Non-Residential Unit Limited Common Elements without the consent of the owner of such Non-Residential Unit. If any sum borrowed by the Non-Residential Board pursuant to the authority contained in this subparagraph 2.2.2.1(h) is not repaid by said Board, a Unit Owner who pays to the creditor such proportion thereof as such Unit Owner's interest in the Common Elements bears to the interest of all of the Non-Residential Unit Owners in the Non-Residential Limited Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor has filed or has the right to file against such Non-Residential Unit Owner's Unit.

2.2.2.2(i) Bringing actions on behalf of the Non-Residential Unit Owners, as their interests may appear, with respect to any cause of action relating to the Non-Residential Limited Common Elements, as the Non-Residential Board deems advisable.

2.2.2.2(j) Organizing corporations or limited liability companies to act as designees of the Non-Residential Board with respect to such matters as the Non-Residential Board may determine.

2.2.2.2(k) Executing, acknowledging and delivering of in the name of the Condominium Board (i) any declaration or other instrument affecting only the Non-Residential Section of the Property which the Non-Residential 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 Building, or (ii) any consent, covenant, restriction, easement or declaration affecting the Property which the Non-Residential Board deems necessary or appropriate.

2.2.2.3 The Residential Board shall be entitled to make determinations with respect to the following matters:

2.2.2.3(a) Operating, caring for, keeping up, maintaining, repairing of the Residential Section, including contracts for utilities, services and supplies;

2.2.2.3(b) Determining the amount of Residential Common Charges (as hereinafter defined), subject to the determination of the Condominium Board with respect to General Common Charges.

2.2.2.3(c) Employing and dismissing personnel necessary for the maintenance and operation of the Residential Section.

2.2.2.3(d) Making additions and improvements to, or alterations of, the Residential Limited Common Elements.

2.2.2.3(e) Making repairs and restorations of the Residential Limited Common Elements or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings, subject to Section 6.3.

2.2.2.3(f) Opening and maintaining bank accounts on behalf of the Residential Section (with respect to matters within its jurisdiction as provided in these By-Laws) and designating signatories therefor.

2.2.2.3 (g) Adjusting and settling insurance claims (and executing and delivering releases in connection therewith) if the loss involves the loss of the Residential Section or the Residential Limited Common Elements, as set forth in 6.2.

2.2.2.3 (h) Borrowing money on behalf of the Residential Section, when required in connection with the operation, care, upkeep and maintenance of, or the making of repairs, replacements, restorations or additions to or alterations of, the Residential Limited Common Elements; provided, however, that (i) the consent of 80% in Common Interest of all Residential Unit Owners shall be required for any borrowing, and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Residential Limited Common Elements without the consent of the owner of such Unit. If any sum borrowed by the Residential Board pursuant to the authority contained in this subparagraph 2.2.2.1(h) is not repaid by said Board, a Unit Owner who pays to the creditor such proportion thereof as such Unit Owner's interest in the Common Elements bears to the interest of all of the Residential Unit Owners in the Residential Limited Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor has filed or has the right to file against such Residential Unit Owner's Unit.

2.2.2.3(i) Bringing actions on behalf of the Residential Unit Owners, as their interests may appear, with respect to any cause of action relating to the Residential Limited Common Elements, as the Residential Board deems advisable.

2.2.2.3(j) Organizing corporations or limited liability companies to act as designees of the Residential Board with respect to such matters as the Residential Board may determine.

2.2.2.3(k) Executing, acknowledging and delivering in the name of the Condominium Board (i) any declaration or other instrument affecting

only the Residential Section of the Property which the Residential 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 Building, or (ii) any consent, covenant, restriction, easement or declaration affecting the Property which the Residential Board deems necessary or appropriate.

2.2.3 Notwithstanding anything to the contrary contained in these By-Laws, (a) so long as Declarant shall own a Unit having in the aggregate at least ten (10%) percent of the total Common Interest of the Condominium, the Condominium Board may not, without Declarant's prior written approval: (i) make any addition, alteration or improvement to the General Common Elements; (ii) increase or decrease the number, or change the kind of employees initially hired for maintenance and operation of the General Common Elements of the Condominium; (b) so long as Declarant shall own a Non-Residential Unit, the Non-Residential Board may not, without Declarant's prior written approval, (i) enter into any service or maintenance contract for work not covered in the initial projected budget for the Non-Residential Section or otherwise provide services in excess of those contemplated by such projected budget, except as is required to reflect normal annual increases in operating services; (ii) borrow money on behalf of the Non-Residential Section; (iii) assess any Non-Residential Common Charges for the creation of a reserve for the Non-Residential Section.

2.2.4 Any act with respect to a matter determinable by any Board and deemed necessary or desirable by such Board in connection therewith shall be done or performed by such Board or shall be done on its behalf and at its direction by the agents, employees or designees of such Board.

2.2.5 For convenience of operation of the Condominium, any Board may designate another Board to act as its agent with respect to any matters the determination of which is entitled to be made by such designating party and in connection with such designation may execute, acknowledge and deliver any application, instrument or document, including, without limitation, any power of attorney or indemnification from liability that such designated party may require or request.

2.2.6 Any action required or permitted to be taken pursuant to the provisions of these By-Laws or the Declaration by either the Non-Residential Board or the Residential Board may, if required, be taken by either the Non-Residential Board or the Residential Board in the name of the Condominium Board which shall, upon request, execute, acknowledge and deliver any and all instruments, documents or applications in connection therewith; provided, however, that the Board desiring to take such action shall indemnify and hold harmless the Unit Owners in the other Section, as applicable, from any expense or liability thereof or therefrom.

2.2.7 Each of the members of the Condominium Board is and shall be bound by and subject to the provisions of Section 7.7 of these By-Laws by virtue of being such member,

and no further action or acknowledgment on the part of any member shall be required in order to make any member so bound and subject.

2.3 Managing Agents and Managers. With respect to matters and determinations concerning which a Board is entitled to make, the Boards may employ one or more managing agents and/or managers at a compensation established by the respective Boards to perform such duties and services as the Board shall authorize. The Condominium Board shall employ management for the General Common Elements. The Residential Board shall employ management for the Residential Section. The Non-Residential Board shall employ management for the Non-Residential Section. The Condominium Board may delegate to such managing agents or managers other powers granted to the Board by these By-Laws, except the powers set forth in Subsections 2.2.2.1(b), (e), (g), (h), (i), (k), (m), (n) and (o).

2.4 Resignation and Removal. Any Board member may resign at any time by written notice delivered or sent by certified mail, return receipt requested, to the Board. Such resignation shall take effect at the time specified therein and, unless specifically requested by the resigning Board member, acceptance of such resignation shall not be necessary to make it effective. Any Residential Board or Non-Residential Board member may be removed, with or without cause, by a majority vote of the Residential Unit Owners or the Non-Residential Unit Owners, at a regular or special meeting of the Residential Unit Owners or the Non-Residential Unit Owners, as the case may be, at which a quorum is present. Notwithstanding the above, the Board members designated by Declarant or its designee may only be removed with cause by the Unit Owner who designated such member, and the party making such removal shall have the right to designate the replacement for such member. All other Board members may only be removed with cause by a vote of a majority of the members of the Board, at any time, and the Unit Owner represented by such member shall have the right to designate the replacement for such member.

2.5 Meetings of Boards. No organizational or regular meetings of the Condominium Board, Residential Board or Non-Residential Board shall be held more than once in any twelve month period unless otherwise required by applicable law or unanimously agreed to by all members of such Board, in which event such meetings shall be held at such time and place in the Borough of Manhattan as shall be determined by such Board, provided that written notice thereof be given to Board members by personal delivery, mail, facsimile or e-mail at least five (5) business days prior to the day named for such meeting. Special meetings of the Boards may be called by any Unit Owner or its representative by giving ten (10) business days' prior written notice to each member of the Board by personal delivery, mail or telegram, which notice shall state the time, place (which shall be in the Borough of Manhattan) and purpose of the meeting. The Unit Owner or representative calling the meeting may attend the meeting.

2.6 Waiver of Notice. Any Board member may at any time waive notice of any Board meeting in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting thereof shall constitute a waiver of notice by him of the time and place thereof. If all the members are present at any meeting of the Board, no notice shall

be required and any business may be transacted at such meeting.

2.7 Determinations by Board; Quorums.

2.7.1 If meetings of a Board are permitted or required under the Declaration, these By-Laws or applicable law, all determinations by the Board shall be made at a meeting at which a quorum thereof is present. A majority of the members thereof shall a constitute quorum, and the votes of a majority of the members present shall in all cases constitute the decision of such Board. Each member of a Board shall be entitled to cast one vote on matters being voted upon by such Board.

2.7.2 If at any Board meeting there is less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

2.7.3 Members of the Board may participate in a meeting thereof by means of a conference telephone or similar communications equipment by means of which all persons participating in such meeting can hear each other and such participation shall constitute presence at such meeting. Notwithstanding anything to the contrary contained herein, action permitted or required to be taken at a meeting of the Board may be taken without a meeting if all members of the Board consent in writing to the adoption of a Resolution authorizing such action and the writing or writings are filed with the minutes of such Board.

2.8 Compensation. No member of a Board shall receive any compensation for acting as such.

2.9 Liability of Board and Unit Owners.

2.9.1 To the extent permitted by applicable law, no member of any Board shall have any personal liability with respect to any contract, act or omission of the Board or of any managing agent or manager in connection with the affairs or operation of the Condominium, the Residential Section or the Non-Residential Section, any General Common Element or Limited Common Element and the liability of each Unit Owner with respect thereto shall be limited as hereinafter set forth. Every contract made by the Board or by any managing agent or manager thereof shall state that it is made by such Board, managing agent or manager only as agent for all Unit Owners, Residential Unit Owners or Non-Residential Unit Owners, as the case may be, and that the Board members or managing agent or manager shall have no personal liability thereon (except in their capacities as Unit Owners) and shall also state the applicable limitations of liability of Unit Owners provided for in the next sentence. The liability of any Unit Owner with respect to any contract, act or omission with respect to the Condominium, the Residential Section or the Non-Residential Section shall be limited to such proportionate share of the total liability as the interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners,

Residential Unit Owners or Non-Residential Unit Owners, as the case may be, and unless expressly stated to the contrary in such contract, to the extent permitted by applicable law, shall be limited to such Unit Owner's interest in such Unit Owner's Unit and such Unit Owner's appurtenant Common Interest so that such Unit Owner shall have no personal liability for such contract, act or omission. Nothing in the preceding sentence shall limit a Unit Owner's liability for the payment of Common Charges. Any such contract or agreement may also provide that it covers the assets, if any, of the Board. Board members shall have no liability to Unit Owners except that a Board member shall be liable to Unit Owners for such Board Member's own bad faith or willful misconduct. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each Condominium Board member against any liability or claim except those arising out of such member's own bad faith or willful misconduct. The Board may contract or effect any transaction with any Board member, any Unit Owner, Declarant, Declarant's designee or any affiliate of any of them without, except in cases of bad faith or willful misconduct, incurring any liability for self-dealing.

2.9.2 Neither the Board nor any member thereof shall be liable for either (i) any failure or interruption of any utility or other service to be obtained by, or on behalf of, the Board or to be paid for as a Common Expense, except when any such failure or interruption is caused by the acts of bad faith or willful misconduct of the Board or member thereof or (ii) any injury, loss or damage to any individual or property, occurring in or about either a Unit or any Common Element.

2.10 Fidelity Bonds. Each Board may at it own option, obtain or ensure maintenance of fidelity bonds or insurance, in amounts deemed appropriate by it, for all of its members, officers and employees and for the managing agent or manager, if any, employed by it and the premiums on such bonds or insurance shall constitute Common Expenses if obtained by the Condominium Board, Residential Common Charges if obtained by the Residential Board, and Non-Residential Common Charges if obtained by the Non-Residential Board.

2.11 Principal Office of Boards. The principal offices of the Boards shall be located within the Property or at such other place in the Borough of Manhattan reasonably convenient thereto as may be designated from time to time by the Boards.

2.12 Incorporation of Boards. To the extent and in the manner provided in the Condominium Act, the Boards may by action as provided in this Article 2, be incorporated under the applicable statutes of the State of New York. In the event that a Board so incorporates, it shall have, to the extent permitted by applicable law, the status conferred upon it under such statutes in addition to the status conferred upon the Board under or pursuant to the provisions of the Condominium Act. The certificate of incorporation and by-laws of any such resulting corporation shall conform as closely as practicable to the provisions of the Declaration and these By-Laws and the provisions of the Declaration and these By-Laws shall control in the event of any inconsistency or conflict between the provisions hereof and the provisions of such certificate of incorporation and by-laws.

2.13 Boards as Agent of Unit Owners. In exercising their respective powers and performing their respective duties under the Declaration and these By-Laws, the Boards shall act in good faith as, and shall be, the agent of the Unit Owners, subject to and in accordance with the provisions of the Declaration and these By-Laws.

ARTICLE 3

UNIT OWNERS

3.1 Notice of Meetings and Actions Taken. No organizational or regular meetings of the Unit Owners shall be held more than once in any twelve month period unless otherwise required by applicable law. In the event such meetings are required they will be held in the Borough of Manhattan. Notice of a meeting shall be given by the Boards to all Unit Owners of record entitled to vote thereat. Such notice shall state the purposes of the meeting and the time and place where it is to be held and no official business shall be transacted thereat except as stated in the notice. All notices hereunder shall be given by personal delivery, mail or telegram, at least ten (10) business days but no more than thirty (30) business days prior to the day named for the meeting and shall be given or sent to the Unit Owners entitled to receive same at their address at the Property or at such other address at the Property or elsewhere as any Unit Owner has designated by notice in writing at least twenty (20) days prior to the giving of notice of the applicable meeting. However, if the business to be conducted at any meeting of the Unit Owners shall include consideration of a proposed amendment to the Declaration or to these By-Laws, the notice of such meeting shall be given to all Unit Owners as provided above at least thirty (30) days prior to the day fixed for such meeting, and such notice shall be accompanied by a copy of the text of such proposed amendment.

3.2 Adjournment of Meetings. If any joint or separate meeting of Unit Owners cannot be held because a quorum is not present, a majority of Unit Owners who are 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.

3.3 Order of Business. The order of business at all joint or separate meetings of Unit Owners shall be as follows:

(a) Call to order;

(b) Roll call;

(c) Proof of notice of meeting;

(d) Reading of minutes of preceding meeting;

(e) Reports of officers;

(f) Reports of members of the Board;

(g) Unfinished business;

(h) New business; and

(i) Adjournment.

3.4 Title to Units.

Title to Units may be taken by any individual, corporation, partnership, association, limited liability company, trust or other entity, or any two or more of such owners as joint tenants, tenants in common or tenants by the entirety, as may be appropriate, but not as owners in severalty.

3.5 Voting.

3.5.1 Each Unit Owner or a person designated by such Unit Owner to act as proxy on such Unit Owner's behalf and who need not be a Unit Owner, shall be entitled to cast the votes appurtenant to such Unit as set forth herein and in the Declaration at all meetings of Residential Unit Owners or Non-Residential Unit Owners and at all joint meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Secretary of the appropriate Board and shall be revocable at any time by written notice to such Secretary by the Unit Owner so designating; provided, however, that no designation to act as a proxy shall be effective for a period in excess of six months except a designation of a Permitted Mortgagee to act as the proxy of its mortgagor. A fiduciary shall be the voting member with respect to any Unit owned in a fiduciary capacity. No Board or its designee shall be entitled to vote the interest appurtenant to any Unit owned by such Board and the Common Interest of such Unit shall be excluded from the total Common Interests when computing the interest of Unit Owners for voting purposes.

3.5.2 Except as otherwise set forth herein or in the Declaration, at all meetings of Unit Owners, each Unit Owner (or such Unit Owner's proxy) entitled to vote thereat (including Declarant with respect to Units owned by Declarant or its designee) shall be entitled to cast one vote for each .0001% (rounded off to the nearest .0001%) of Common Interest attributable to such Unit Owner's Unit.

3.5.3 Whenever a particular percentage of Common Interest must be reached for voting purposes and such required percentage is in terms of the Residential Unit Owners, as a group, or the Non-Residential Unit Owners as a group (as opposed to all Unit Owners as a whole), such required percentage shall mean a percentage in terms of total Common Interests attributable to that particular group and not the percentage of Common Interests attributable to all

Unit Owners.

3.6 Election of Board Members; Rights of Declarant.

3.6.1 All elections of members of the Residential Board and the Non-Residential Board shall be respectively determined by plurality vote.

3.6.2 When voting for members of the Residential Board or Non-Residential Board, respectively, the voting shall be by ballot and each ballot shall state the name of the Unit Owner voting and the percentage of Common Interests owned by such Unit Owner, and in addition, the name of the proxy if such ballot is cast by a proxy. Each Unit Owner shall be entitled to cast the number of votes determined in accordance with Subsection 3.5.2 for each member to be elected by the Unit Owners. Nothing contained in these By-Laws shall be deemed to permit cumulative voting.

3.6.3 Notwithstanding any other provision of this Section 3.6 or any other provision of these By-Laws to the contrary, commencing with the first annual meeting of Residential Unit Owners: (a) at least one member of the Residential Board shall be a Residential Unit Owner (other than Declarant) or its designee or an officer, director, member, manager, shareholder, partner, principal, employee or beneficiary of a corporation, partnership, fiduciary or any other entity which owns a Residential Unit (other than the Declarant), and (b) for so long as Declarant shall own any Non-Residential Unit, at least one member of the Non-Residential Board shall be either the Declarant or its designee or an officer, director, member, manager, shareholder, partner, principal, employee, or agent of Declarant or a managing agent for Declarant or an employee thereof.

3.7 Majority of Unit Owners. Except as may otherwise be provided by law, as used in these By-Laws, the terms "Majority of Residential Unit Owners," "Majority of Non-Residential Unit Owners" and "Majority of Unit Owners" means either those Residential Unit Owners, Non-Residential Unit Owners, or Unit Owners, as the case may be, having more than 50% of the total authorized votes of either Residential Unit Owners, Non-Residential Unit Owners, or all Unit Owners, as the case may be, who are present in person or by proxy and voting at any meeting at which a quorum is present.

3.8 Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of (a) Residential Unit Owners owning more than 50% of the Common Interests attributable to all Residential Units shall constitute a quorum at all meetings of Residential Unit Owners, (b) Non-Residential Unit Owners owning more than 50% of the Common Interests attributable to all Non- Residential Unit Owners shall constitute a quorum at all meetings of Non-Residential Unit Owners, and (c) Unit Owners owning more than 50% of the Common Interests attributable to all Units shall constitute a quorum at all joint meetings of Unit Owners.

3.9 Majority Vote. Except where otherwise provided by law, the Declaration or these

By-Laws, (a) at all separate meetings of Residential Unit Owners, the affirmative vote of a Majority of Residential Unit Owners shall be binding upon all Residential Unit Owners for all purposes, (b) at all separate meetings of Non-Residential Unit Owners, the affirmative vote of a Majority of Non-Residential Unit Owners shall be binding upon all Non-Residential Unit Owners for all purposes, and (c) at all joint meetings of Unit Owners, the affirmative vote of a Majority of Unit Owners shall be binding upon all Unit Owners for all purposes.

3.10 Determination of Unit Owners. When the Residential Unit Owner and Non-Residential Unit Owners, with each acting separately in accordance with the provisions of this Article 3, have made the same determination as to any matter which is required or permitted to be determined by all Unit Owners, such determination shall constitute the determination of all Unit Owners. No joint meeting of Residential Unit Owners and the Non-Residential Unit Owners shall be necessary for any such determination to be made by all Unit Owners.

ARTICLE 4

OFFICERS

4.1 Designation. The principal officers of the Condominium Board shall be (a) for the Residential Section, a Vice President, and an Assistant Treasurer/Secretary thereof both of whom shall be elected by the Residential Board, (b) for the Non-Residential Section, a Vice-President, and an Assistant Treasurer/Secretary thereof, both of whom shall be elected by the Non-Residential Board, and (c) for the entire Condominium, (i) a President thereof, who shall be the same person serving as Vice President of the Residential Section, (ii) a Vice President, who shall be the same person serving as Vice President of the Non-Residential Section, (iii) a Treasurer who shall be the same person serving as Assistant Treasurer/Secretary of the Residential Board and (iv) a Secretary thereof, who shall be the same person serving as Assistant Treasurer/Secretary of the Non-Residential Board. The Condominium Board, Residential Board and the Non-Residential Board may each appoint such other officers as in their judgment may be desirable.

4.2 Resignation and Removal of Officers. Any officer may resign at any time by written notice delivered or sent by certified mail, return receipt requested, to the Board. Such resignation shall take effect at the time specified therein and, unless specifically requested by the resigning officer, acceptance of such resignation shall not be necessary to make it effective. Upon the affirmative vote of a majority of the members of the Board appointing him, any officer may be removed, either with or without cause. A successor officer may be appointed at any regular Board meeting or at any special Board meeting called for such purpose.

4.3 President. The President of the Condominium shall be the chief executive officer of the Condominium and shall preside at all meetings of the Condominium Board. The President shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York.

4.4 Vice President. The Vice President shall take the place of the President under whom such Vice President serves and perform the duties of the President whenever such President shall be absent or unable to act.

4.5 Secretary. The Secretary of the Condominium shall keep the minutes of all meetings of the Condominium Board. The Secretary shall have charge of such books and papers as the Board shall direct and shall in general perform all the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

4.6 Treasurer. The Treasurer shall have the care and custody of the funds and securities of the Condominium and shall be responsible for keeping full and accurate financial records and books of account thereof showing all receipts and disbursements necessary for the preparation of all required financial data. The Treasurer shall be responsible for the deposit of all funds and other securities in the name of the Board (or in the name of the managing agent appointed by the Board) in such depositories as may from time to time be designated by the Board and shall in general perform all of the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

4.7 Execution of Documents. Unless otherwise delegated by the Board, all agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any officer thereof or by such other person or persons as may be designated by the Board. However, the Board can, by resolution, determine that an expenditure in excess of a specified amount by the Board must be countersigned by two members of the Board.

4.8 Compensation of Officers. Except as otherwise provided by the Board, no officer shall receive any compensation for acting as such.

ARTICLE 5

NOTICES

5.1 Notices. All notices required or desired to be given hereunder to the Board shall be personally delivered or sent by registered or certified mail to the office of the Board or to such other address as the Board may designate from time to time, by notice in writing to the Board and to all Permitted Mortgagees, and if there is a managing agent of the Board, a duplicate shall be sent in like manner to such managing agent. All notices to Permitted Mortgagees shall be personally delivered or sent by mail to their respective addresses, as designated by them from time to time, in writing to the Condominium Board. All notices shall be deemed to have been given when personally delivered or mailed in a postage prepaid sealed wrapper, except notices of change of address which shall be deemed to have been given when received.

5.2 Waiver of Service of Notice. Whenever notice is required to be given by law, the

Declaration or these By-Laws, 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 6
OPERATION OF THE PROPERTY

6.1 Determination of Common Expenses and Fixing of Common Charges.

6.1.1 Except as otherwise provided herein, all costs and expenses attributable to the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the General Common Elements ("General Common Expenses") shall be determined by the Condominium Board as set forth below, and shall be borne by the Unit Owners, but shall be collected by the Residential Board for the Residential Unit Owner(s) and by the Non-Residential Board for the Non-Residential Unit Owners. General Common Expenses shall also include all such other items provided for in the Declaration or these By-Laws to be General Common Expenses. General Common Expenses shall also include such amounts as the Condominium Board may deem proper for a general operating reserve or for a reserve for working capital or for replacements with respect to the General Common Elements. The Condominium Board shall from time to time and at least annually prepare a budget to meet General Common Expenses and shall allocate and assess to the Unit Owners, pro rata in accordance with the aggregate respective Common Interests of the Unit Owners (except as otherwise provided in the Declaration or these By-Laws) ("Common Charges") to meet Common Expenses. In addition to basing charges on Common Interests, the Condominium Board may also make allocations and assessments of Common Expenses in accordance with submetering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are in accordance with applicable provisions of the law. Notwithstanding anything to the contrary set forth above, the Condominium Board may not modify its method of allocations and assessments in such a manner as would increase the Common Charges otherwise payable by the Declarant as a Unit Owner or the Residential Unit Owner, without the consent of the Declarant or the Residential Unit Owner. To the maximum extent practicable, the Condominium Board shall allocate costs based upon metered or submetered usage.

6.1.2 Except as otherwise provided herein, all costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of and any alteration, addition or improvement to, Residential Limited Common Elements ("Residential Common Expenses") shall be determined exclusively by the Residential Board and shall be borne solely by the Residential Unit Owners in proportion to their respective Common Interests. Notwithstanding anything to the contrary in this Subsection 6.1.2, if a Residential Limited Common Element benefits only certain Residential Unit Owners, then the costs of alteration, addition, repair, replacement and restoration thereto (except in connection with a casualty or condemnation shall be borne solely by those Residential Unit Owners who benefit from the Residential Limited Common Element in the proportion that the Common Interest of each benefitting Residential Unit Owner

bears to the Common Interest of all benefitting Residential Unit Owners. In addition, except as otherwise provided in the By-Laws, such Residential Unit Owners shall be responsible for the normal operation, maintenance and repair, including but not limited to the cost of staff necessary for such operation, maintenance and repair, of any such Residential Limited Common Element at their sole cost and expense. Residential Common Expenses shall include, without limitation, such amounts as the Residential Board may deem proper for a general operating reserve or for a reserve for working capital or for replacements with respect to the Residential Limited Common Elements. Residential Common Expenses shall also include all such other items provided for in the Declaration or these By-Laws to be Residential Common Expenses. The Residential Board shall from time to time and at least annually prepare a budget to meet Residential Common Expenses and shall allocate and assess to the Residential Unit Owners, pro rata in accordance with their respective Residential Common Interests (except as otherwise provided in the Declaration or these By-Laws), charges ("Residential Common Charges") to meet (a) Residential Common Expenses and (b) the Residential Unit Owners' pro rata share of General Common Charges. From time to time the Residential Board may increase or decrease the amount of Residential Common Charges payable for a fiscal year or any portion thereof to meet a revised estimate or determination of Residential Common Expenses for such fiscal year or any portion thereof. In addition to basing charges on Common Interests, the Residential Board may also make allocations and assessments of Residential Common Expenses in accordance with submetering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are in accordance with applicable provisions of law. The Residential Board shall advise all Residential Unit Owners promptly in writing of the amount of Residential Common Charges payable by each of them and shall furnish copies of each annual budget to all Residential Unit Owners and Permitted Mortgagees thereof.

6.1.3 Except as otherwise provided herein, all costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of and any alteration, addition or improvement to, Non-Residential Limited Common Elements ("Non-Residential Common Expenses") shall be determined exclusively by the Non-Residential Board and shall be borne solely by the Non-Residential Unit Owners in proportion to their respective Common Interests. Notwithstanding anything to the contrary in this Subsection 6.1.3, if a Non-Residential Limited Common Element benefits only certain Non-Residential Unit Owners, then the costs of alteration, addition, repair, replacement and restoration thereto (except in connection with a casualty or condemnation shall be borne solely by those Non-Residential Unit Owners who benefit from the Non-Residential Limited Common Element in the proportion that the Common Interest of each benefitting Non-Residential Unit Owner bears to the Common Interest of all benefitting Non-Residential Unit Owners. In addition, except as otherwise provided in the By-Laws, such Non-Residential Unit Owners shall be responsible for the normal operation, maintenance and repair, including but not limited to the cost of staff necessary for such operation, maintenance and repair, of any such Non-Residential Limited Common Element at their sole cost and expense. Non-Residential Common Expenses shall include, without limitation, such amounts as the Non-Residential Board may deem proper for a general operating reserve or for a reserve for working capital or for replacements with respect to the Non-Residential Limited Common Elements. Non-

Residential Limited Common Expenses shall also include all such other items provided for in the Declaration or these By-Laws to be Non-Residential Common Expenses. The Non-Residential Board shall from time to time and at least annually prepare a budget to meet Non-Residential Common Expenses and shall allocate and assess to the Non-Residential Unit Owners, pro rata in accordance with their respective Non-Residential Limited Common Interests (except as otherwise provided in the Declaration or these By-Laws), charges ("Non-Residential Common Charges") to meet (a) Non-Residential Common Expenses and (b) the Non-Residential Unit Owners' pro rata share of General Common Charges. From time to time the Non-Residential Board may increase or decrease the amount of Non-Residential Common Charges payable for a fiscal year or any portion thereof to meet a revised estimate or determination of Non-Residential Common Expenses for such fiscal year or any portion thereof. In addition to basing charges on Common Interests, the Non-Residential Board may also make allocations and assessments of Non-Residential Common Expenses in accordance with submetering, contract allocations and usage (both projected and actual) so long as such allocations are reasonable under the circumstances and are in accordance with applicable provisions of law. The Non-Residential Board shall advise all Non-Residential Unit Owners promptly in writing of the amount of Non-Residential Common Charges payable by each of them and shall furnish copies of each annual budget to all Non-Residential Unit Owners and Permitted Mortgagees thereof.

6.1.4 Common Expenses shall include real estate taxes and other taxes and assessments on the Property until the Units are separately assessed.

6.1.5 Notwithstanding anything to the contrary herein, no part of the net earnings of the Condominium may inure (other than by acquiring, constructing, or providing management, maintenance, and care of association property, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any Unit Owner or individual.

6.2 Insurance.

6.2.1 The Condominium Board shall be required to obtain and maintain to the extent obtainable the following insurance: (a) fire insurance with all risk extended coverage, vandalism and malicious mischief endorsements and increased cost of construction endorsements, insuring the entire Building, together with all service machinery contained therein and covering the interests of the Condominium, each of the Boards, and all Unit Owners and their Permitted Mortgagees, as their respective interests may appear, in an amount equal to the full replacement value of the Building (exclusive of foundation and footings), with (i) an agreed amount endorsement or no coinsurance endorsement, and (ii) an inflation guard endorsement, (if desired) and said policies shall contain a New York standard mortgagee clause in favor of each Permitted Mortgagee which shall provide that the loss, if any, thereunder shall be payable to such Permitted Mortgagee as its interest may appear, subject however, to the loss payment provisions hereinafter set forth; (b) business interruption insurance in an amount equal to Common Charges for at least eighteen (18) months; (c) worker's compensation and New York State disability benefits insurance (if employees hired are by the Condominium Board); (d) boiler and machinery insurance; (e) water

damage insurance to the extent, if any, determined by the Condominium Board; (f) elevator liability and collision insurance; (g) if determined by the Condominium Board, fidelity insurance covering the Board and all officers, directors, managing agents and employees of the Condominium; (h) directors and officers liability insurance; and (i) such other insurance as the Condominium Board may determine. The aforesaid policies may include inflation guard coverage, that insures that the policy limit will be increased over time to reflect the effect of inflation. The Condominium Board shall also maintain war risk and terrorism insurance, to the extent obtainable from the United States of America or any agency thereof at reasonable rates, flood insurance and insurance against loss or damages from leakage of sprinkler systems, steam boilers, air conditioning equipment, pressure vessels or similar apparatus. Each of the aforesaid insurance policies shall be maintained with an insurance company with a Best's general policyholder rating of A- or greater, and a financial size category of V or greater, or either a BBB qualified solvency ratio or a BBB or better claims-paying ability rating in Standard and Poor's Insurance Solvency Review, or a BBB or better claims paying ability rating in Standard and Poor's International Confidential Rating Service. The premiums for all insurance referred to above and for the liability insurance referred to in subsection 6.2.4 shall be a Common Expense and shall be borne by the Unit Owners pro rata in accordance with the aggregate respective Common Interests of the Unit Owners, so long as such allocation shall be reasonable under the circumstances, with consideration to the respective risks, liabilities and replacement values, as are equitable (as determined by the respective insurance carriers thereof or their agents, brokers or other such parties designated by the Condominium Board).

6.2.2 All such policies shall provide that adjustment of loss shall be made exclusively by (a) the Residential Board if the loss involves only the Residential Section, (b) the Non-Residential Board if the loss involves only the Non-Residential Section, (c) the Condominium Board if the loss involves both the Residential Section and the Non-Residential Section, or the General Common Elements. Insurance proceeds with respect to any loss shall be payable to the Board entitled to adjust such loss, as aforesaid, except that the proceeds of all policies of physical damage insurance, if in excess of $500,000 shall be payable to the Insurance Trustee designated by the Condominium Board pursuant to the provisions of Section 11.5. Any dispute between or among the Unit Owners under this Subsection 6.2.2 shall be determined by Arbitration.

6.2.3 All policies of physical damage insurance shall contain, to the extent obtainable, waivers of subrogation and waivers of any defense based on (i) co-insurance, (ii) other insurance, (iii) invalidity arising from any acts of the insured, or (iv) pro rata reduction of liability, and shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the insureds, including all Unit Owners and Permitted Mortgagees. The Condominium Board shall provide copies of insurance certificates and policies to any Unit Owner and to any Permitted Mortgagee upon request.

6.2.4 The Condominium Board shall also be required to obtain and maintain, comprehensive general liability insurance (which may include so-called "umbrella" insurance) against claims for personal injury, death or property damage occurring upon, in or about the

Property, in such limits as the Board may from time to time determine, but not less than $10,000,000 for each occurrence and $20,000,000 in the aggregate covering (i) the Board, the managing agent or agents thereof, each Board member, and each officer and employee of the Condominium and Residential Section and Non-Residential Section and their respective managing agents, (ii) the Non-Residential Unit Owners and the managing agent or agents, (iii) the Residential Unit Owners, (iv) the Declarant and its members and the officers of its members, and (v) Permitted Mortgagees who request to be covered, except that such policy will not cover liability of a Unit Owner arising from occurrences within such Unit Owner's own Unit. The Condominium Board shall review such limits once each year. The insurance required in accordance with this Subsection 6.2.4 shall also cover cross-liability claims of one insured against another.

6.2.5 Any insurance maintained by the Condominium Board may provide for such deductible amounts as it determines but no deductible shall exceed the sum of $50,000.00 unless specifically approved by the affirmative vote of 100% in number and Common Interest of all Unit Owners taken in accordance with the provisions of these By-laws, provided however, that no deductible amount shall be permitted with respect to any comprehensive general liability policy.

6.2.6 The Condominium Board is not required to obtain or maintain any insurance with respect to any personal property contained in a Unit. A Unit Owner shall, at the Unit Owner's own cost and expense, obtain and keep in full force and effect (a) comprehensive personal or commercial liability insurance against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, upon, or from the Unit or any part thereof, with minimum combined single limits of liability of $5,000,000 for bodily injury or death arising out of any one occurrence and $5,000,000 for damage to property and (b) Unit Owner's "all-risk" property insurance in respect of property damage occurring in, upon, or from the Unit or any part thereof (including, but not limited to appropriate coverage for additions, alterations improvements and betterments and loss due to water damage). The limits of liability set forth above may be increased by the Condominium Board from time to time. The insurance required above shall be written in form reasonably satisfactory to the Condominium Board by good and solvent insurance companies of recognized standing, licensed to do business in the State of New York. Upon ten (10) days' written notice from the Condominium Board or its managing agent, the Unit Owner shall deliver to the Condominium Board certificates evidencing such insurance or such other confirmation satisfactory to the Condominium Board. To the extent any party is separately insured for loss or damage to property, each party will look first to their own insurance policies for recovery.

6.3 Repair or Reconstruction after Fire or Other Casualty.

6.3.1 In the event that the Building or any part thereof is damaged or destroyed by fire or other casualty (unless 75% or more of the Building is destroyed or substantially damaged and Unit Owners owning at least 75% of the Common Interests do not duly and promptly resolve to proceed with repair or restoration), the Residential Board with respect to any damage or

destruction of the Residential Section, the Non-Residential Board with respect to any damage or destruction of the Non-Residential Section, the Condominium Board with respect to any damage to or destruction of the Common Elements, will arrange for the prompt repair and restoration thereof and the applicable Board or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. If only the Non-Residential Section (including the Non-Residential Units or Non-Residential Limited Common Elements) is destroyed or damaged by fire or other casualty and if the net insurance proceeds are less than sufficient to cover, or exceed, the cost of repairs and restoration, the Non-Residential Unit Owners, in proportion to their respective Common Interests, will bear the entire amount of the deficit as a Non-Residential Common Expense, or shall receive all of the surplus, as the case may be. Similarly, if only the Residential Section (including the Residential Units or the Residential Limited Common Elements is damaged or destroyed by fire or other casualty and the insurance proceeds are less than sufficient to cover, or exceed, the cost of repairs and restoration, the deficit or surplus, as the case may be, will be borne as a Residential Common Expense or profit, respectively, and shared entirely by all Residential Unit Owners in proportion to their respective Common Interests. If said damage or destruction by fire or other casualty affects the Non-Residential Section, the Residential Section and the General Common Elements, or any combination of two thereof, then any deficit or surplus in insurance proceeds shall be borne or shared by all Unit Owners in proportion to their respective Common Interests in the proportion that the cost of repairing the damage or destruction to the Residential Section, Non-Residential Section and General Common Elements, as the case may be, bears to the total cost of repairing all damage or destruction. However, the Residential Board and/or the Non-Residential Board shall still have the right to make all arrangements for the prompt repair and restoration of the Residential Section and/or the Non-Residential Section to the extent they are affected by such damage or destruction. If said damage or destruction, however, affects only the General Common Elements, then any deficit or surplus in insurance proceeds shall be borne as a General Common Expense or profit, respectively, or shared by all Unit Owners in proportion to their Common Interests. Any surplus payable to any Unit Owner shall be lessened by such amounts as may be required to reduce unpaid liens (other than mortgages which are not Permitted Mortgages) on any such Unit in the order or priority of such liens.

6.3.2 Unless the Unit Owners have elected not to restore the Building as provided in Subsection 6.3.3., damage or destruction to a Unit or a Limited Common Element as a result of fire or other casualty shall be promptly repaired and reconstructed by the Unit Owner of the affected Unit(s) where such repair or reconstruction does not involve the Common Elements for which the repair or reconstruction is the obligation of the Condominium Board, Residential Board or Non-Residential Board. If a Unit Owner fails to repair or reconstruct such Unit Owner's Unit, the Condominium Board may cause the Unit to be repaired or reconstructed and the costs incurred in connection therewith shall be charged to the defaulting Unit Owner as a special assessment.

6.3.3 If 75% or more of the Building is destroyed or substantially damaged and if 75% of all Unit Owners do not promptly resolve to proceed with the repair or restoration thereof, the Building will not be repaired and the Property shall be subject to an action for partition

instituted by any Unit Owner or lienor, as if owned in common, in which case the net proceeds of sale, together with the net proceeds of insurance policies, 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 such Unit Owner's share of such funds, such amounts as may be necessary to discharge or reduce all unpaid liens on such Unit Owner's Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens. As used in this Subsection 6.3.3, the words "promptly resolve" mean resolve as promptly as practical under the circumstances but in any event, not more than 90 days from the date of such damage or destruction.

6.3.4 Any dispute between or among any Unit Owners arising under this Section 6.3 shall be determined by Arbitration.

6.4 Payment of Common Charges.

6.4.1 The Residential Unit Owners and the Non-Residential Unit Owners shall be obligated to pay to the Condominium Board the General Common Charges assessed to them by the Condominium Board pursuant to the provisions of Section 6.1 at such time or times as the Condominium Board determines. All Residential Unit Owners and Non-Residential Unit Owners shall be obligated to pay Residential Common Charges or Non-Residential Common Charges, as the case may be, assessed by the Residential Board and the Non-Residential Board pursuant to the provisions of Section 6.1 at such time or times as such Boards determine. The Boards may jointly determine to cause the Condominium Board to act as their respective agent to collect Residential Common Charges and Non-Residential Common Charges as applicable. Unless otherwise determined by the Board to which they are payable, Common Charges shall be payable monthly, in advance, on the first day of each month.

6.4.2 No Unit Owner shall be liable for the payment of any part of the Common Charges assessed against such Unit Owner's Unit subsequent to a sale or other conveyance by him (made in accordance with these By-Laws) of such Unit together with its appurtenant Common Interests. Any Unit Owner may, subject to the terms and conditions of these By-Laws and provided that (a) such Unit is free and clear of liens and encumbrances other than Permitted Mortgages and the statutory lien for unpaid Common Charges, and (b) no violation of any provision of the Declaration, these By-Laws or the rules and regulations then exists with respect to such Unit, convey for no consideration such Unit together with its appurtenant Common Interests, to the Residential Board or Non-Residential Board or the Condominium Board or their designees, corporate or otherwise, and in such event (except as hereinafter set forth), be exempt from Residential Common Charges or Non-Residential Common Charges or General Common Charges, as the case may be, thereafter accruing. A purchaser of a Unit shall be liable for the payment of Common Charges accrued and unpaid against such Unit prior to the acquisition by him of such Unit, except that, to the extent permitted by law, a purchaser of a Unit at a foreclosure sale of a Permitted Mortgage shall not be liable for, and such Unit shall not be subject to, a lien for the payment of Common Charges accrued and unpaid against such Unit prior to the acquisition by said

purchaser of such Unit. However, in the event of a foreclosure sale of a Unit by a Permitted Mortgagee, the owner of such Unit prior to the foreclosure sale shall remain liable for the payment of all unpaid Common Charges which accrued prior to such sale. Except to the extent prohibited by law, the Residential Board, on behalf of all Residential Unit Owners, shall have a lien on each Residential Unit for unpaid Residential Common Charges together with interest thereon, assessed against such Unit. Except to the extent prohibited by law, the Non-Residential Board, on behalf of all Non-Residential Unit Owners, shall have a lien on each Non-Residential Unit for unpaid Non-Residential Common Charges, together with interest thereon, assessed against such Unit. In addition, except to the extent prohibited by law, the Condominium Board, on behalf of all Unit Owners, shall have a lien for General Common Charges unpaid to it by (i) the Residential Unit Owners, together with interest thereon, on all Residential Units, in proportion to their respective Common Interests, and (ii) the Non-Residential Unit Owners, together with interest thereon, on the Non-Residential Units, in proportion to their respective Common Interests.

6.4.3 All liens provided for in Subsection 6.4.2, to the extent permitted by applicable law, shall be subject and subordinate to the lien of any first Permitted Mortgage of record and to liens for real estate taxes on the Unit.

6.4.4 Notwithstanding Subsection 6.4.2, neither the seller nor the purchaser of a Unit shall be liable for, nor shall the Unit be conveyed subject to a lien for, any unpaid Common Charges against such Unit accrued prior to such conveyance in excess of the amount set forth in a written statement from the Boards.

6.4.5 In the event that prior to the Units being separately assessed for real estate tax purposes, a Board pays real estate taxes on behalf of a Unit Owner, the amount of such real estate taxes shall be deemed to be Common Charges, and the Board shall have a lien (as provided in Subsection 6.4.2) for any such accrued and unpaid amounts.

6.5 Collection of Common Charges. Each Board shall take prompt action to collect any Common Charges due to such Board which remain unpaid for more than thirty (30) days after the due date for payment thereof.

6.6 Default in Payment of Common Charges. In the event any Unit Owner fails to make payment of Common Charges when due to the applicable Board(s), such Unit Owner shall be obligated to pay (a) a "late charge" equal to the greater of $150.00 or one (1%) percent of such amounts which remain unpaid for more than ten (10) days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid), and (b) interest at the rate of two percent (2 %) per month (but in no event in excess of the maximum rate permitted by law) on such unpaid amounts computed from the due date, thereof, together with all costs and expenses, including, without limitation, reasonable attorneys' fees paid or incurred by the Board or by any managing agent in any proceeding brought to collect such unpaid Common Charges or in any action to foreclose the lien on such Unit arising from said unpaid Common Charges as provided in Section 339-z of the New York Condominium Act, in the manner provided

in Section 339-aa thereof or in any other manner permitted by law. All such "late charges," interest, reasonable attorneys' fees, costs and expenses shall be added to and shall constitute Common Charges due to the applicable Board(s) payable by such Unit Owner.

6.7 Foreclosure of Liens for Unpaid Common Charges. In any action brought by a Board to foreclose a lien on a Unit because of unpaid Common Charges due to the applicable Board(s), the Unit Owner shall be required to pay a reasonable rental for the use and occupancy of such Unit Owner's Unit and the plaintiff in such foreclosure action shall be entitled to the appointment, without notice, of a receiver to collect the same. A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing or waiving the lien securing such charges. In the event the net proceeds received on such foreclosure sale (after deduction of all legal fees, advertising costs, brokerage commissions and other costs and expenses incurred in connection therewith) are insufficient to satisfy the defaulting Unit Owner's obligations, such Unit Owner shall remain liable for the deficit. Notwithstanding anything to the contrary set forth above, the Condominium Board, at the request of Declarant, will enter into a non-disturbance agreement with any tenant with which Declarant has entered into a lease for any of the Units, provided that such lease shall (i) be made on an arms-length basis with an independent third party at a market rent and upon reasonable and customary terms and conditions, (ii) include an obligation of the tenant to pay as part of its rent all Common Charges payable from time to time with respect to the Unit subject to the lease directly to the applicable Board(s) after receipt of a notice from the Condominium Board, the Residential Board or the Non-Residential Board (which notice may be given at any time that Common Charges with respect to such Unit have not been paid on a timely basis) that the Declarant or Unit Owner has failed to pay such Common Charges until the later of (A) six months after receipt of such notice and (b) the date upon which the Declarant or Unit Owner has provided such security for the payment of Common Charges as the Board shall require in its reasonable discretion, and (iii) give the applicable Board(s) the right to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the Declarant/Unit Owner in the event of a default by the tenant in the payment of such Common Charges. Under the terms of the non-disturbance agreement, the tenant will acknowledge that the lease is subject and subordinate to the Declaration and any Permitted Mortgage on the Unit being foreclosed and the Board will agree that so long as there is no event of default under said lease, as would entitle the Declarant, the Unit Owners or any successor landlord under the lease to terminate the lease or dispossess the tenant thereunder, including, without limitation, any failure to pay Common Charges to the applicable Board(s) as set forth above, the tenant shall not be named or joined in any action or proceeding to foreclose the Boards' lien on a Unit for Common Charges or any other sums of any sort, and the Boards shall agree that the lease shall not be terminated nor shall the tenant's use, possession, or enjoyment of the Unit in question be interfered with, nor shall the leasehold estate granted by the lease be affected in any manner, nor shall any of the rights of the tenant granted under the lease be affected in any manner, in any foreclosure or other action or proceeding instituted under or in connection with such lien or in the exercise of any rights of the Boards, or, in case the Board takes possession of the Unit pursuant to any provision of the Declaration or By-Laws, or otherwise; subject to the rights of any Permitted Mortgagee and the lien of any Permitted Mortgage, provided however that if the Board or any

other party succeeds to the interests of the Declarant or the Unit Owner under the lease the tenant will agree to be bound to such Board or party under all of the terms, covenants and conditions of the lease and the tenant will attorn to such Board or party as its landlord.

6.8 Statement of Common Charges. Each Board shall promptly provide the other Boards and any Unit Owner who so requests, with a written statement of all unpaid Common Charges due to the applicable Board(s) from the Unit Owner.

6.9 Maintenance and Repairs.

6.9.1 Except as otherwise provided in the Declaration or these By-Laws, all painting, decorating, maintenance, repairs and replacements, whether structural or nonstructural, ordinary or extraordinary, (a) in or to any Unit and its Limited Common Elements (including roofs that are Limited Common Elements included therein (as set forth in Section 6.9.2.2) but excluding Common Elements included therein except as otherwise provided in these By-Laws) and the entrance doors thereto shall be made by the Unit Owner at such Unit Owner's sole cost and expense, (b) in or to the General Common Elements shall be made by the Condominium Board and the cost and expense thereof shall be charged to the Unit Owners as a Common Expense, (c) in or to the Non-Residential Limited Common Elements shall be made by the Non-Residential Board and the cost and expense thereof shall be charged to the Non-Residential Unit Owners as a Non-Residential Common Expense, (d) in or to the Residential Limited Common Elements shall be made by the Residential Board and the cost and expense thereof shall be charged to the Residential Unit Owners as a Residential Common Expense.

6.9.2 Notwithstanding the provisions of Subsection 6.9.1:

6.9.2.1 In the event that any painting, decorating, maintenance, repairs or replacements to the Building or any part thereof is necessitated by the negligence, misuse or neglect of (a) any Unit Owner or any guest, agent, licensee, tenant or invitee of a Unit Owner, the entire cost thereof shall be borne by such Unit Owner, (b) the Condominium Board, the entire cost thereof shall be charged to the Unit Owners as a Common Expense, (c) the Non-Residential Board, the entire cost thereof shall be charged to all Non-Residential Unit Owners as a Non-Residential Common Expense, (c) the Residential Board, the entire cost thereof shall be charged to all Residential Unit Owners as a Residential Common Expense, except in all such cases to the extent such cost is covered by the proceeds of any insurance maintained pursuant to the provisions hereof.

6.9.2.2 The interior and exterior glass surfaces of all windows located in any Unit shall not be colored or painted and no neon or colored lights or signs may emanate therefrom and neither the windows, window frames nor mullions may be modified, altered or replaced without the consent of the Condominium Board. All maintenance, repairs and replacements of any windows shall be made by the Unit Owner. All maintenance, repairs and replacements of any roofing material and roof terrace shall be made by the Unit Owner having

access to such roof area as a Limited Common Element at such Unit Owner's own cost and expense, but any structural or extraordinary repairs or replacements to such roof (excluding any leaks which result from the use of the roof by Unit Owner having access to the same) shall be made by the Board and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense. The Board may require removal of plants and other installations placed on roofs or roof terraces if the Board determines, in its reasonable discretion, that such plants and other installations adversely affect the integrity of the roof or roof terrace.

6.9.2.3 All exterior signage and other signage visable from the street in the Non–Residential Section must comply with signage standards that may be established by the Condominium Board and shall be erected, maintained, repaired and replaced on the Non-Residential Section only.

6.10 Structural Alterations, Additions, Improvements and Repairs of Units.

6.10.1 Except as otherwise provided in the Declaration, no Unit Owner shall make any alteration, addition, improvement or repair if any of same are structural, or if not structural, if the same costs more than $50,000 in the aggregate, in or to such Unit Owner's Unit without the prior written approval of the Board or its Section, which approval shall not be unreasonably withheld or delayed. The Board shall have the obligation to answer any written request by the Unit Owner for approval of a proposed structural alteration, addition, improvement or repair in or to such Unit Owner's Unit within 30 days after such request is received stating the reason(s) for any denial of its approval, and the failure to do so within the stipulated time shall constitute such Board's approval of the proposed alteration, addition, improvement or repair. Prior to, and as a condition of, the granting of its consent to the making of a structural alteration, addition, improvement or repair in or to a Unit, the Board may exercise the right to reasonably approve the Unit Owner's contractors and suppliers, and may, at its option, require the Unit Owner to execute an agreement in form and substance satisfactory to the Board setting forth the terms and conditions under which such alteration, addition, improvement or repair may be made, including, without limitation, the days and hours during which any work may be done. The Board may impose fees upon a Unit Owner to reimburse the Board for its costs incurred in reviewing or supervising the aforesaid work. Notwithstanding anything to the contrary contained in this Subsection 6.10.1, neither Declarant nor the Non-Residential Unit Owner nor a Permitted Mortgagee (or its designee) either shall be required to obtain the approval of the Board for any structural alteration, addition, improvement or repair in or to a Unit, to the extent permitted by law and applicable governmental regulations.

6.10.2 All structural alterations, additions, improvements and repairs by Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction thereof. The Unit Owner making or causing to be made any structural alteration, addition, improvement or repair shall agree, and shall be deemed to have agreed, to hold the Board and the other Unit Owners harmless from any costs or liability arising therefrom, but not from any negligence or willful misconduct of such other Unit Owner(s).

6.10.3 Any application to any department of The City of New York or to any other governmental authority having jurisdiction thereof for a permit to make a structural alteration, addition, improvement or repair in or to any Unit so approved by the appropriate Board (if such approval is required) shall, if required by law or such department or authority, be executed by the Condominium Board, provided that the Board shall not incur any liability, cost or expense in connection with such application or to any contractor, subcontractor, material man, architect or engineer on account of such alteration, addition, improvement or repair or to any person having any claim for injury to person or damage to property arising therefrom. Notwithstanding anything to the contrary set forth above, Declarant as Owner of any Unit and any subsequent owner of all Non-Residential are hereby authorized on behalf of the Board to execute such applications, permits or other documents as may be required to undertake, perform and complete such work to the Common Elements as they are entitled to perform in accordance with the terms of the Declaration and these By-Laws and to obtain such certificates of completion as may then be required by Law (collectively the "Required Documentation") and, the Board, if requested by either of them, shall execute the Required Documentation.

6.10.4 All Unit Owners shall comply with all construction procedures and rules prescribed by Declarant or the Board from time to time for coordinating all construction in the Building. No Unit Owner shall employ or permit the employment of any contractor, mechanic or laborer, or permit any materials in the Building, if the use of such contractor, mechanic, laborer or material would, in Declarant's or the Board's opinion, create any difficulty, strike or jurisdictional dispute with other contractors, mechanics or laborers employed by such Unit Owner, Declarant, the Board or others, or would in any way disturb, interfere with or delay any work being performed by Declarant, the Board or any other Unit Owner or their respective contractors. Upon written notice from the Declarant or the Board, such Unit Owner shall immediately cease and desist from any act complained of. In the event that any act or omission with respect to any alterations, additions, improvements or maintenance and/or repairs made or required to be made by any Unit Owner shall materially delay, prevent or adversely affect, or create a significant risk of materially delaying, preventing or adversely affecting, whether directly or indirectly, the issuance or reissuance of a temporary or permanent certificate of occupancy for the Building or shall otherwise be contrary to the provisions of these By-laws, then upon the written notice of Declarant or the Condominium Board, the Unit Owner shall either immediately cease and desist from any act complained of or shall forthwith restore, maintain and/or repair, as the case may be, the Unit (or its appurtenant Limited Common Elements for which such Unit Owner is responsible), at such Unit Owner's sole cost and expense, to its prior or original condition, as the case may be. If such Unit Owner fails to commence diligently and continuously restoring or repairing the Unit within ten (10) days of receipt of the written request, then the Declarant or the Board, as the case may be, requesting such restoration or repair shall be entitled (a) to enter and restore the Unit and the costs incurred in connection therewith shall be charged to such Unit Owner as a special assessment; and (b) to exercise any other remedies provided in these By-Laws. The Declarant or the Board shall have the right to obtain injunctive relief as well as to pursue any remedy available at law due to the failure of a Unit Owner to comply with any part of this Section 6.10.4.

6.11 Alterations, Additions, Improvements or Repairs to Common Elements.

Except as otherwise provided in the Declaration or these By-Laws, all alterations, additions, improvements or repairs in or to any General Common Element shall be made by the Board, and the cost and expense thereof shall be charged to the Unit Owners as a Common Expense. Except as otherwise provided in the Declaration or these By-Laws, all alterations, additions, improvements or repairs in or to any Residential Section Common Element shall be made by the Residential Board, and the cost and expense thereof shall be charged to the Residential Unit Owners as a Residential Common Expense. Except as otherwise provided in the Declaration or these By-Laws, all alterations, additions, improvements or repairs in or to any Non-Residential Section Limited Common Element shall be made by the Non-Residential Board, and the cost and expense thereof shall be charged to the Non-Residential Unit Owners as a Non-Residential Common Expense. Notwithstanding anything to the contrary contained in these By-Laws, the Non-Residential Board may not place or install any art or make or permit any alterations (other than repair or replacement), additions or improvements to the sidewalk located at street level on the side of the Building which is Limited Common Element on which the entrance to the Non-Residential Unit which includes part of the first floor of the Building is located, without the prior written consent of the Unit Owner of that Non-Residential Unit. Whenever in the reasonable judgment of a Board, the cost of any alteration, addition, improvement or repair would exceed $100,000 in the aggregate in any calendar year (except if such alteration, addition, improvement or repair is provided for in a duly approved budget), then such proposed alteration, addition, improvement or repair shall not be made unless first approved by the Unit Owners of the Residential Section or of the Non-Residential Section, as the case may be, who shall be required to bear the cost and expense thereof, with respect to alterations, additions, improvements or repairs and with the consent of any Permitted Mortgagee holding a mortgage on a Unit in said Section. Except as otherwise provided in the Declaration or these By-Laws, all such alterations, additions, improvements or repairs costing in the aggregate $100,000 or less in any calendar year may be made as aforesaid without the approval of the Unit Owners or said Permitted Mortgagee.

6.12 Alterations of Certain Common Elements.

6.12.1 In the event that pursuant to any of the provisions of these By-Laws, any consent by the Board, Mortgage Representative(s) or Unit Owner is required as a condition precedent to any alteration, addition or improvement to any Common Element (sometimes collectively referred to in this Section 6.12 as an "Alteration"), proposed to be made by Declarant or its designee, Unit Owner or the Board (sometimes collectively referred to herein as the "Proponent"), such consent shall not be unreasonably withheld or delayed by the Board, Mortgage Representative or Unit Owner (referred to in this Section 6.12.1 as the "Opposing Party") whose consent is so required. The Proponent shall give to the Opposing Party notice setting forth in reasonable detail the material aspects of such proposed Alteration. If the Opposing Party does not give notice of any objection to the Proponent within 30 days after the Proponent gives its notice, then the Opposing Party shall be deemed to have consented to the making of the proposed

Alteration. If the Opposing Party does give notice of objection (which notice of objection shall set forth in reasonable detail the specific objections of the Opposing Party) within such 30-day period and the Proponent considers such objection unreasonable, then the Proponent may submit to Arbitration (as provided in Article 10 hereof) the question of whether or not the Opposing Party unreasonably withheld its consent. If in such Arbitration it is determined that the Opposing Party unreasonably withheld its consent, the Proponent, as its sole remedy, may make the proposed Alteration. In no event shall any arbitrator in such Arbitration determine that the Opposing Party reasonably withheld its consent to such proposal if (a) the Proponent makes or causes to be made reasonable provisions providing (i) for the costs and expenses of the Alteration to be paid by it, and (ii) that all costs and expenses for maintaining and repairing such Alteration after its completion will not be charged to the other Unit Owner as Common Expenses (b) the proposed Alteration would not materially interfere with the use and enjoyment of the owners, tenants and occupants of the Unit represented by the Opposing Party; and (c) the proposed Alteration would not materially weaken the structure of the Building.

6.12.2 Nothing contained in Subsection 6.12.1 shall in any way be deemed to limit (a) the Proponent's right to modify any proposal made by it thereunder in such a manner as such Proponent believes will meet the objections of the Opposing Party or of any arbitrator, or (b) any party's right, pursuant to the other applicable provisions of these By-Laws or the Declaration, to make any Alteration to a Common Element without the Opposing Party's approval.

6.13 Restrictions on Use of Units.

6.13.1 The Residential Units may be used for any lawful purposes to the extent permitted under applicable zoning law and ordinances and other applicable governmental laws and regulations as provided on the certificate of occupancy in effect at that time.

6.13.2 The Non-Residential Units may be used for any lawful purposes the extent permitted under applicable zoning and other governmental laws and regulations, as provided on the certificate of occupancy in effect at that time. Non-Residential Unit 2, consisting of approximately 7,000 square feet shall be made available for and used for not -for -profit Community Facility Use as this term is defined in the NYC Zoning Resolution of September 1, 1989.

6.13.3 Notwithstanding the foregoing, the following uses are prohibited in all the Units:

6.13.1 Movie Theaters.

6.13.2 Clubs (except for a health clubs).

6.13.3 College or school fraternity or sorority houses.

6.13.4 Community centers or settlement houses.

6.13.5 Government operated health centers or independent out-of-hospital health facilities incorporated pursuant to Article 7 of the New York State Social Services Law.

6.13.6 Health centers or facilities, hospitals or medical offices which are primarily, predominately or substantially devoted on a programmatic basis to either abortion services, substance abuse treatment or substance abuse counseling and related uses.

6.13.7 Welfare centers, food distribution centers, homeless shelters, and related uses.

6.13.8 Supermarkets.

6.13.9 Bowling Alley.

6.13.10 Dance Hall.

6.13.11 Discotheque.

6.13.12 Bakery.

6.13.13 Restaurant.

6.13.14 Bars, nightclubs.

6.13.4 If required by law, the Board shall cause to installed, at a Unit Owner's expense, window guards in all windows of a Unit. Such Unit Owner shall maintain all window guards installed in the Unit and shall not remove same until permitted by applicable law and in any event, without full knowledge of the Board.

6.13.5 Notwithstanding the provisions of Subsection 6.13 hereof, Declarant or its designee may, without the permission of the Board, (a) grant permission for the use of any Unsold Unit for any purpose, provided such use is permitted by law, does not violate the then existing certificate of occupancy for such Unit and the user of such Unit complies with all applicable governmental regulations, and (b) use any Unsold Units as models and sales, administration and/or promotion offices in connection with the sale or rental of the Units or for any other purpose, subject only to the provisions of the Declaration and these Bylaws and in compliance with applicable governmental laws and regulations.

6.13.6 No Unit Owner or occupant shall use, store, generate, treat, transport, handle or dispose of within its Unit or elsewhere in the Building any Hazardous Substances, other than ordinary cleaning fluids which are used, stored, generated, treated, transported, handled and disposed of by an occupant in strict compliance with applicable Law. "Hazardous Substances" means any pollutants, contaminants, toxic or hazardous substances, materials, wastes, constituents, compounds or chemicals (including, without limitation, petroleum or any by-products or fractions thereof, any form of natural gas, lead, asbestos and asbestos-containing materials, building construction materials and debris, polychlorinated biphenyls ("PCBs") and PCB-containing equipment, radon and other radioactive elements, ionizing radiation, electromagnetic field radiation and other non-ionizing radiation, infectious, carcinogenic, mutagenic, or etiologic agents, pesticides, defoliants, explosives, flammables, corrosives and urea formaldehyde foam insulation) that are regulated by, or may now or in the future form the basis of liability under, any Law.

6.14 Use of Common Elements.

6.14.1 General Common Elements and Limited Common Elements may be used only for the furnishing of the services and facilities and for the other uses for which they are reasonably suited.

6.14.2 No furniture, packages or objects of any kind shall be placed in the lobbies, vestibules, public halls, stairways, or any other parts of the General Common Elements.

6.14.3 In the event that the Condominium Board erects a sidewalk bridge or other scaffolding at the Building, the Condominium Board shall give due regard to the use of Unit Owners at the time in question and shall use best efforts to (i) minimize any disruption to the use of Units or their tenants and (ii) not restrict ingress or egress through the exterior doorways to the Units. In furtherance thereof, the Condominium Board agrees to consult with the Non-Residential Unit Owners prior to the installation of such sidewalk bridge or other scaffolding and to permit any Unit Owner to install, at its own cost and expense, signs upon the sidewalk bridge and scaffolding. Any sidewalk bridge or other scaffolding installed shall be a "two-story" structure with adequate lighting.

6.14.4 There will be no barbecuing or cooking on the common roof terrace.

6.14.5 There will be no ball playing on the common roof terrace.

6.14.6 No Unit Owner shall play or suffer to be played any musical instrument or practice or suffer to be practiced vocal music, or operate, or permit to be operated a radio, television, stereo or loud speaker or other audio or video equipment on any roof terrace.

6.14.7 No Unit Owner shall use the common roof terrace before 10:00 AM

or after 10:00 PM.

6.14.7 No Unit Owner shall have more than 2 guests on the common roof terrace at anytime without the prior written consent of the Board.

6.14.8 No articles or fixtures, shall be maintained, constructed, stored or allowed to stand on any terrace, other than furniture and equipment of the kind usually maintained on a terrace. No umbrellas awnings or lawn furniture may be maintained on any terrace. No articles or fixtures, shall be permitted on any terrace which would in any way cause the Condominium's insurance to be increased.

6.14.9 Plantings on any terrace shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two inches from the terrace surface, and, if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such roof terrace, but shall stand on supports at least two inches above the surface. It shall be the responsibility of the Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Unit Owner shall pay the cost of any repairs or replacements rendered necessary, or damage caused, by such plantings.

6.14.10 No pets will be permitted on the common roof terrace.

6.14.11 Except pursuant to rules adopted by the Condominium Board, and the terms and provisions of the Declaration and these By-Laws, in no event shall the Condominium Board or Unit Owners impair, restrict or impede the use of the General Common Elements or the Limited Common Elements described in the Declaration.

6.15 Right of Access. Each Unit Owner grants a right of access to their respective Units to the Condominium Board, the managing agents, managers, superintendents and/or any other person authorized by any of the foregoing for the purpose of making inspections of, or for the purpose of removing violations noted or issued by any governmental authority against, the General Common Elements or Limited Common Elements or any other part of the Property, or for the purpose of curing defaults hereunder or under the Declaration by such Unit Owner or correcting any conditions originating in such Unit Owner's Unit and threatening another Unit or all or any part of the Common Elements, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other portions of the Common Elements within such Unit Owner's Unit or elsewhere in the Building, or for the purpose of reading, maintaining or replacing utility meters relating to the Common Elements, Unit or any other Unit in the Building or to correct any condition which violates the provisions of any Permitted Mortgage covering another

Unit, provided that requests for such entry are made not less than three (3) days in advance and that any such right shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business by the tenants and occupants of the Units for their permitted purposes. In case of an emergency, such right of entry shall be immediate, without advance notice, whether or not the Unit Owner is present. Each Unit Owner shall have the right to accompany members of the Condominium Board during any inspection of such Unit for the purposes set forth in this Section 6.15, except in the case of emergencies.

6.16 Real Estate Taxes, Water Charges and Sewer Rents. Water and sewer services shall be supplied to and for all of the Units and the Common Elements through one or more building systems by The City of New York or such other utility servicing the Unit. Except to the extent Unit Owners are billed directly by the City Collector or such other utility, the Condominium Board shall pay all such charges, together with all related sewer rents arising therefrom, promptly after the bills for the same shall have been rendered. Until the Units are separately assessed for real estate tax purposes, each Unit Owner shall pay their respective pro rata share of all real estate taxes with respect to the Property (in the proportion that their Common Interest bears to the Common Interests of all Units) to the Condominium Board as Common Charges, which will in turn pay such taxes to the proper authorities of The City of New York. In the event of a proposed sale of any Unit, the Board, on request of the selling Unit Owner, shall execute and deliver to the purchaser of such Unit or to such purchaser's title insurance company, a letter agreeing to pay all charges for water, sewer rents and real estate taxes (so long as such Board is still collecting and paying such charges) affecting such owner's Unit to the date of the closing of title to such Unit, promptly after such charges have been billed by the proper authorities.

6.17 Utilities Serving the General Common Elements. Except as otherwise provided in this Article 6, the cost and expense of water, sewer facilities, steam, electricity and gas serving or benefitting any General Common Element shall be (a) considered part of the expense of maintaining such General Common Element, and (b) determined by the Condominium Board as a General Common Expense. Any dispute as to the amount of such cost or expense shall be determined by Arbitration.

6.18 Abatement and Enjoinment of Violations by Unit Owners.

6.18.1 The violation of any of the By-Laws contained herein, or the breach of any provision of the Declaration, shall give the Condominium Board with respect to the matters affecting the General Common Elements, the Residential Board with respect to matters affecting the Residential Section, the Non-Residential Board with respect to matters affecting the Non-Residential Section, the right, in addition to such other rights set forth in these By-Laws, (i) to enter any Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition resulting in such violation or breach and the Board shall not thereby be deemed guilty or liable in any manner of trespass, or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

6.18.2 The violation or breach of any of the provisions of these By-Laws, or the Declaration with respect to any rights, easements, privileges or licenses granted to Declarant or its designee shall give to Declarant and its designee the right, in addition to any other rights set forth in these By-Laws or the Declaration, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach.

ARTICLE 7

MORTGAGES

7.1 Mortgage of Units. No Unit Owner shall mortgage his Unit, except to a Permitted Mortgagee. A mortgage may be made to a reputable private lender, other than a lender as above described, provided the same is approved in writing by either the Declarant, or the Non-Residential Board in the case of a Non-Residential Unit or the Residential Board in the case of a Residential Unit. Such approval shall be in the sole and absolute discretion of Declarant or the appropriate Board as the case may be. Prior to or simultaneously with the closing of any mortgage, the Unit Owner must satisfy all arrearages for unpaid Common Charges or assessments due to the applicable Board(s) and discharge any liens therefor.

7.2 Notice to Board. A Unit Owner who mortgages such Unit Owner's Unit, or the holder of any mortgage encumbering such Unit, shall notify the appropriate Board of the name and address of the mortgagee and shall file a conformed copy of the note and mortgage with the appropriate Board. Such Unit Owner shall, prior to making such mortgage, satisfy all unpaid liens against such Unit Owner's Unit other than Permitted Mortgages. A Unit Owner who satisfies a mortgage covering such Unit Owner's Unit shall so notify the such Board and shall file a conformed copy of the satisfaction of mortgage with such Board. The Board shall maintain such information in a book entitled "Mortgages of Units."

7.3 Notice of Default and Unpaid Common Charges. Whenever so requested in writing by a Permitted Mortgagee, the appropriate Board with respect to Permitted Mortgagees of Units, shall promptly report to such Permitted Mortgagee any default in the payment of Common Charges due to the applicable Board(s) or any other default by the Unit Owner of such Unit under the provisions of the Declaration or these By-Laws of which the Board may have received notice. The Board, when giving notice to a Unit Owner of any such default, shall, if requested, also send a copy of such notice to any Permitted Mortgagee thereof.

7.4 Performance by Permitted Mortgagees. A Board shall accept, by any Permitted Mortgagee, payment of any sum or performance of any act required to be paid or performed by a Unit Owner pursuant to the provisions of the Declaration, or these By-Laws, with the same force and effect as though paid or performed by any Unit Owner, in which event the Permitted Mortgagee shall be subrogated to the rights and interests of the Board, upon such payment or performance.

7.5 **Examination of Books**. Each Unit Owner and Permitted Mortgagee shall be permitted to examine the books and records of the Boards at reasonable times, on business days, but not more than once a month.

7.6 **Consent of Mortgagees.** Except as otherwise expressly provided for herein or in the Declaration, no consent or approval by any mortgagee shall be required with respect to any determination or act of a Board, officer or Unit Owner; provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgagee against such Unit Owner's mortgagor or deemed to prohibit the Board from entering into a separate agreement with a Permitted Mortgagee granting consent or approval rights to such Permitted Mortgagee.

7.7 **Appointment of Members of Condominium Board by Permitted Mortgagee.** If a default occurs under a Permitted Mortgage, the Unit Owner owning the Unit securing the lien of such Permitted Mortgage shall, immediately upon notification by Permitted Mortgagee of the existence of such default and a demand that the Unit Owner's representatives resign from the Board, shall deliver written notice to each of its representatives on a Board requiring such representatives to resign effective as of the date of such notice, whereupon the representatives shall deliver written resignations to the Board forthwith. Thereafter, the vacancies on the Board created by such resignations shall be filled by appointments made by the Permitted Mortgagee until further notice from such Permitted Mortgagee. Each Unit Owner hereby appoints its Permitted Mortgagee as (i) the attorney-in-fact of such Unit Owner, in Unit Owner's name, place and stead, with full power of substitution, to deliver such notice, take all actions and sign all documents and instruments necessary to cause the resignation of each of such Unit Owner's representatives on the Condominium Board, in the event such Unit Owner fails to deliver the resignation notice as set forth herein and (ii) the attorney-in-fact of each of Unit Owner's representatives on the Board, in each of such representatives' name, place and stead, with full power of substitution, to deliver such written resignation, take all actions and sign all documents and instruments necessary to effectuate the resignation of each of such representatives on the Board, in the event any or all of such representatives fails to deliver the written resignation as set forth herein. Each of such powers of attorney, being coupled with an interest, shall be irrevocable.

ARTICLE 8

CONDEMNATION

In the event of the taking in condemnation or by eminent domain of all or any part of the General Common Elements or Limited Common Elements, each Board, subject to the provisions set forth below, will arrange for the prompt repair and restoration of such part of the General Common Elements or Limited Common Elements so taken which, pursuant to the provisions of these By-Laws, are required to be maintained by such Board. The award made for any such taking shall be payable to the applicable Board for the repair and restoration thereof, as aforesaid; provided, however, that if any such award exceeds $500,000, the award shall be payable to the

Insurance Trustee and shall be disbursed to the contractors engaged in such repair and restoration, if any, in appropriate progress payments. If the net proceeds of any such award are insufficient to cover, or if such net proceeds exceed the cost of any repairs and restorations, the deficit or surplus, as the case may be, will be borne and shared by all Unit Owners with respect to any taking of the General Common Elements and/or Limited Common Elements, as applicable, pro rata. If all Unit Owners do not duly and promptly resolve to proceed with such repair and restoration of the General Common Elements and/or Limited Common Elements, as applicable, then such repairs or restorations of the General Common Elements shall not be made and the net proceeds of any such award with respect thereto shall be divided among the Unit Owners pro rata after first paying out of the share of each Unit Owner the amount of any unpaid liens on such Unit other than mortgages which are not Permitted Mortgages.

ARTICLE 9

RECORDS AND AUDITS

9.1 Records. Each Board or the managing agent for the Board, if any, shall keep detailed records of the actions of the Board, minutes of the meetings of the Board, and financial records and books of account with respect to the activities of the Board, including a listing of all receipts and expenditures.

9.2 Audits. Within four (4) months after the end of each fiscal year, an annual report of receipts and expenditures prepared and certified by an independent certified public accountant shall be submitted by (a) the Residential Board to the Residential Unit Owners, (b) the Non-Residential Board to the Non-Residential Unit Owners, and (c) the Condominium Board to the Residential Board and the Non-Residential Board, and if so requested, to any Permitted Mortgagee, as the case may be. The costs of such reports shall be paid by each Board as a Common Expense.

9.3 Availability of Documents. Copies of the Declaration, and these By-laws, 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. Any Unit Owner may, at any reasonable time and at its own expense, cause an audit or inspection to be made of the records maintained pursuant to Section 9.1 with respect to matters within the responsibility of either or both of (i) the Condominium Board or (ii) the Board of the section of the Building in which it owns a Unit.

ARTICLE 10

ARBITRATION

10.1 General Procedure. Any arbitration provided for in these By-Laws ("Arbitration") shall be conducted before one arbitrator in New York City by the American Arbitration Association or any successor organization thereof, in accordance with its rules then in effect and the decision rendered in such arbitration shall be binding upon the parties and may be entered in any court having jurisdiction. In the event that the American Arbitration Association is not then in existence and has no successor, any arbitration hereunder shall be conducted in New York City before one arbitrator appointed, on application of any party, by any justice of the highest court of appellate jurisdiction located in the County of New York having jurisdiction over the matter. The decision of the arbitrator so chosen shall be given within ten (10) days after such arbitrator's appointment. Any arbitrator appointed or selected in connection with any arbitration under this Article 10 shall be a lawyer or real estate owner, developer, or manager familiar with condominium properties and having general legal or real estate experience, as the case may be, of not less than fifteen (15) years.

10.2 Costs and Expenses. The fees, costs and expenses of the arbitrator will be borne by the losing party in the arbitration or, if the position of neither party to the dispute will be substantially upheld by the arbitrator, such fees, costs and expenses will be borne equally by the disputants unless otherwise set by the arbitrator. Each disputant will also bear the fees and expenses of such disputant's counsel and expert witnesses. All costs and expenses paid or incurred by the Condominium Board, the Residential Board, or the Non-Residential Board, in connection with any arbitration held hereunder, including, without limitation, the reasonable fees and expenses of counsel and expert witnesses, will constitute General Common Expenses, Residential Common Expenses or Non-Residential Common Expenses as the case may be.

10.3 Agreement by Parties. The parties to any dispute required or permitted to be submitted to arbitration hereunder may, by mutual agreement between them, vary any of the provisions of Section 10.1 with respect to the arbitration of such dispute, or may agree to resolve their dispute in any other manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as the "New York Simplified Procedure for Court Determination of Disputes."

ARTICLE 11

MISCELLANEOUS

11.1 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, irrespective of the number of violations or breaches which may occur.

11.2 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws nor the intent of any provision hereof.

11.3 Certain References.

11.3.1 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.

11.3.2 The terms "herein," "hereof" or "hereunder" or similar terms used in these By-Laws refer to these entire By-Laws and not to the particular provision in which the terms are used, unless the context otherwise requires.

11.3.3 Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of these By-Laws.

11.4 Severability. Subject to the provisions of the Declaration, if any provision of these By-Laws is invalid or unenforceable as against any person, party or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other persons, parties or circumstances shall not be affected thereby. Each provision of these By-Laws shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by law. In the event any provision of these By-Laws conflicts with the provisions of the Declaration, the provisions of the Declaration shall control.

11.5 Insurance Trustee. With respect to insurance maintained by the Condominium Board, the Insurance Trustee shall be a bank, a trust company or savings and loan association designated by the Condominium Board and having a capital surplus and undivided profits of $500,000,000 or more. In the event the Insurance Trustee resigns or the Condominium Board wishes to replace it, the Condominium Board shall promptly appoint a new Insurance Trustee. The Condominium Board shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a Common Expense. The Insurance Trustee shall hold all such proceeds in accordance with Section 254(4) of the Real Property Law of the State of New York, subject to the requirements for disbursement of such proceeds set forth herein. Notwithstanding the foregoing, if required by Declarant's construction or permanent lender, such lender or its designee shall be the Insurance Trustee until its release of all Units from the lien of its mortgage.

11.6 Successors and Assigns. Except as set forth herein or in the Declaration to the contrary, the rights and/or obligations of Declarant or its designee as set forth herein shall inure to the benefit of and be binding upon any successor or assign of Declarant.

11.7 Covenant of Further Assurances.

11.7.1 Any party which is subject to the terms of these By-Laws, whether such party is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of the Board, or otherwise, shall, upon prior reasonable written request at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request to effectuate the provisions of these By-Laws 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.

11.7.2 If any Unit Owner, Board or other party which is subject to the terms of these By-Laws fails, within ten (10) days after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, the Board or party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws, or (ii) to deliver a written notice to the party requesting such execution, acknowledgment or delivery, stating the reasons why the Unit Owner, Board or other party refuses to execute, acknowledge or deliver such instrument or take such action, then the Board, which represents such Unit Owner, is hereby authorized, as attorney-in-fact for such Unit Owner, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner, and such document or action shall be binding on the Unit Owner.

11.7.3 If any Unit Owner, Board or other party which is subject to the terms of these By-Laws fails, within ten (10) days after request therefor to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, Board or party is required to execute, acknowledge and deliver or to take pursuant to these By-Laws at the request of Declarant or the Non-Residential Unit Owner, then Declarant, and/or Non-Residential Unit Owner, are hereby authorized, as attorney-in-fact for such Unit Owner, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner(s), and such document or action shall be binding on such Unit Owner(s).

11.8 Non-Disturbance.

The Condominium Board, the Residential Board and the Non-Residential Board, at the request of Declarant or a Non-Residential Unit Owner, will enter into a non-disturbance agreement with any tenant with which Declarant or a Non-Residential Unit Owner or its designee has entered into a lease for all or any part of a Non-Residential Unit. Under the terms of the non-disturbance agreement, the tenant will acknowledge that the lease is subject and subordinate to the Declaration of Condominium and the Boards will agree that so long as there is no event of default under said lease, as would entitle Declarant or a Non-Residential Unit Owner or any successor landlord under the lease to terminate the lease or dispossess the tenant thereunder, the tenant shall not be named or joined in any action or proceeding to foreclose the Board's lien on a Non-Residential Unit for Common Charges or any other sums of any sort, and the Boards shall agree that the lease shall not be terminated nor shall the tenant's use, possession, or enjoyment of the Non-Residential Unit in question be interfered with, nor shall the leasehold estate granted by the lease be affected in any

manner, nor shall any of the rights of the tenant granted under the lease be affected in any manner, in any foreclosure or other action or proceeding instituted under or in connection with such lien or in the exercise of any rights of the Boards, or, in case any Board takes possession of a Non-Residential Unit pursuant to any provision of the Declaration or By-Laws, or otherwise; provided however that if any Board or any other party succeeds to the interests of the Declarant or a Non-Residential Unit Owner under the lease the tenant will agree to be bound to such Board or party under all of the terms, covenants and conditions of the lease and the tenant will attorn to such Board or party as its landlord. The non-disturbance agreement shall also give any tenant of a Non-Residential Unit, the same rights to act on behalf of a defaulting Board or Unit Owner as are otherwise available to the Declarant or a Non-Residential Unit Owner under the Declaration and By-Laws.

11.9 Sidewalk Maintenance.

The sidewalks abutting the Property shall be maintained by the Residential Board and the Commercial Board based on the frontage abutting the sidewalks.

ARTICLE 12

AMENDMENT TO BY-LAWS

12.1 Amendments by Unit Owners. Except as specifically provided herein or in the Declaration with respect to amendments, modifications, additions or deletions affecting Declarant or its designee, or any Unit Owner, (a) any provision of these By-Laws may be added to, amended, modified or deleted by the vote of at least 80% in Common Interest of all Unit Owners taken in accordance with the provisions of these By-Laws with the consent of Permitted Mortgagees, (b) any provision of these By-Laws benefitting, protecting or otherwise affecting only the Non-Residential Section, or the Non-Residential Unit Owner may be amended, modified, added to or deleted by the affirmative vote of 100% in number and Common Interest of all Non-Residential Unit Owners taken in accordance with the provisions of these By-Laws, and (c) any provision of these By-Laws benefitting, protecting or otherwise affecting only the Residential Section, or the Residential Unit Owners may be amended, modified, added to or deleted by the affirmative vote of 100% in number and Common Interest of all Residential Unit Owners taken in accordance with the provisions of these By-Laws.

12.2 Amendments Affecting Declarant or its Designee or Unit Owners. Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition or deletion of or to these By-Laws, or the Declaration shall be effective in any way (a) without the prior written consent of the Unit Owner who is adversely affected thereby with respect to any amendment, modification, addition or deletion of or to these By-laws or the Declaration modifying the permitted uses of any Unit or affecting the rights, privileges, easements, licenses or exemptions granted to any Unit Owner, (b) without the prior written consent of Declarant or its

designee, with respect to any amendment, modification, addition or deletion of or to these By-laws, or the Declaration modifying the permitted uses of a Unit or any portion thereof or affecting the rights, privileges, easements, licenses or exemptions granted to Declarant or its designee, or otherwise adversely affecting Declarant or its designee or the owner of any Unit, as the case may be, or (c) without the prior written consent of the holder of a Permitted Mortgage encumbering a Unit, with respect to any amendment, modification, addition or deletion of or to these By-laws, or the Declaration modifying the permitted uses of such Unit, or affecting the rights, privileges, easements, licenses or exemptions granted to the owner of such Unit.

ARTICLE 13

SALES AND LEASES OF UNITS

13.1 Sales and Leases. No Unit Owner other than Declarant may sell its Unit or lease all or any part of its Unit except by complying with the provisions below.

Any Unit Owner who receives (a) a bona fide offer for the sale of its Unit together with: (i) the undivided interest of its Limited Common Elements; (ii) the interest of such Unit Owner in any other assets of the Condominium, or (b) a bona fide offer for a lease of all or any part of its Unit; (hereinafter a bona fide offer for sale or lease of a Unit shall be referred to as an "Outside Offer"), which it intends to accept, shall give notice by certified or registered mail to the appropriate Board of such offer and of such intention, the name and address of the proposed purchaser or lessee, a true copy of an executed contract of sale or lease or in lieu of the foregoing, a complete statement as to the essential terms of a proposed contract or lease and such other information as the Board may reasonably require, and shall offer to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, to the Board, or its designee, corporate or otherwise, on the same terms and conditions as contained in such Outside Offer. The giving of such notice shall constitute a warranty and representation by the Unit Owner who has received such offer, to the appropriate Board, that such Unit Owner believes the Outside Offer to be bona fide in all respects. Within thirty (30) days after receipt of such notice, the appropriate Board may elect, by notice, to such Unit Owner, by certified or registered mail, to purchase such Unit, together with the 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 the same terms and conditions as contained in the Outside Offer and as stated in the notice from the offering Unit Owner.

In the event the appropriate Board shall elect to purchase such Unit, together with the Appurtenant Interests, or to lease such Unit, or to cause the same to be purchased or leased by their designee, title shall close or a lease shall be executed at the office of the attorneys for the Board in accordance with the terms of such offer but in no event less than sixty (60) days after the giving of notice by the Unit Owner of its election to accept such offer (whichever date is later in time). At the closing, the Unit Owner, of such Unit, together with the Appurtenant Interests, which is to be sold, shall convey the same to the appropriate Board or its designee, by deed in the form required by Section 339-o of the Real Property Law of the State of New York, with all transfer

stamps affixed, and shall pay all other taxes arising out of such sale. In the event such Unit is to be leased, the offering Unit Owner shall execute and deliver to the appropriate Board, or to its designee, a lease between the offering Unit Owner, as landlord, and the appropriate Board, or its designee, as tenant, covering such Unit, for the rental and term contained in such Outside Offer. If the Outside Offer with respect to any lease of a Unit prohibits subleasing, the appropriate Board or its designee shall, notwithstanding the terms of such Outside Offer, have the right to sublease such Unit with the consent of the offering Unit Owner, which shall not be unreasonably withheld or delayed. Notwithstanding any restriction on use of a Unit contained in an Outside Offer, the appropriate Board or its designee shall have the right to use the Unit for any lawful purpose.

In the event the appropriate Board or its designee fail to notify the offering Unit Owner of its decision to accept such offer within thirty (30) days after receipt of notice as aforesaid or notify the offering Unit Owner within said period of its decision not to accept such offer, the offering Unit Owner shall be free to consummate the sale of such Unit, together with the Appurtenant Interests, or consummate the lease of such Unit, as the case may be, within ninety (90) days after the expiration of the thirty (30) day period in which the appropriate Board or its designee might have accepted such offer, to the Outside Offeror, on exactly the terms and conditions set forth in the notice from the offering Unit Owner to the appropriate Board of such Outside Offer. Any amendment of such contract or sale shall constitute a new Outside Offer which must be offered to the appropriate Board. Any such deed to any Outside Offeror shall provide that acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as the same may be amended from time to time. Any such lease shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended or assigned, without the prior consent in writing of the appropriate Board, such consent not to be unreasonably withheld or delayed, and that the tenant shall not sublet or license the demised premises, or any part thereof, without the prior consent in writing of the appropriate Board, such consent not to be unreasonably withheld or delayed, and that the appropriate Board shall have power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease. In the event the offering Unit Owner shall not, within such ninety (90) day period, consummate such sale or lease pursuant to the terms of such contract or lease, then should such offering Unit Owner thereafter elect to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, to the same or another Outside Offeror on the same or other terms and conditions, the offering Unit Owner shall be required to again comply with all of the terms and provisions of this Section 13.1.

Any purported sale or lease of a Unit in violation of this Section 13.1 shall be voidable at the election of the appropriate Board.

13.2 Release by A Board of the Right of First Refusal. The right of first refusal contained in Section 13.1 may be released or waived by the appropriate Board, in which event the Unit, together with the Appurtenant Interests, may be sold, conveyed, or leased, free and clear of the provisions of such section.

13.3 Certificate of Termination of Right of First Refusal. A certificate, executed and acknowledged by an officer of the appropriate Board, stating that the provisions of Section 13.1 have been met by a Unit Owner, or have been duly waived by the appropriate Board, shall be conclusive upon the appropriate Board in favor of all persons who rely thereon in good faith. Such certificates shall be furnished to any Unit Owner who has in fact complied with the provisions of Section 13.1 or in respect to whom the provisions of such section have been waived, upon request.

13.4 Financing of Purchase of Unit by the Appropriate Board. Acquisition or lease of a Unit by the appropriate Board, or its designee, on behalf of all Unit Owners of the appropriate Section, may be made from the working capital and Common Charges in the possession of the appropriate Board, or, if such funds are insufficient, the appropriate Board may levy an assessment against each Unit Owner in the Section, in proportion to his ownership in the Common Elements, as a Common Charge, or, the appropriate Board, in its discretion, may borrow money to finance the acquisition or lease of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, so to be acquired by the appropriate Board.

13.5 Waiver of Right of Partition with Respect to Such Units as are Acquired by the Appropriate Board or its Designee, on Behalf of All Unit Owners of the Section as Tenants in Common. In the event that a Unit shall be acquired by the appropriate Board, or its designee, on behalf of all Unit Owners in the Section as tenants in common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

13.6 Payment of Common Charges and Assessments. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit, except in the case of Permitted Mortgagees, unless and until it shall have paid in full to the respective Boards all unpaid Common Charges and assessments theretofore assessed by the Boards against his Unit and until it shall have satisfied all unpaid liens against such Unit.

13.7 Fees and Charges. The appropriate Board shall have the right to require the Unit Owner who is selling or who is a prospective lessor to pay a fee to the appropriate Board and/or the Managing Agent to cover reasonable legal and other expenses of the appropriate Board and/or the Managing Agent in connection with the sale or lease of a Unit pursuant to the provisions of this Article 13 except such charges and fees shall not apply to a sale or lease of any Unit by Declarant or Declarant's designee.

13.8 No Application to Declarant. The provisions of Sub-sections 13.1 through 13.7 shall not apply to (a) Declarant who shall have the right, at any time in their sole discretion to acquire or to sell their Units together with their Appurtenant Interests and to lease all or any part of their respective Units together with their Appurtenant Interests, or (b) the acquisition, sale or lease of a Unit together with its Appurtenant Interests by a Permitted Mortgagee who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure.

13.9 No Severance of Ownership. No Unit Owner shall execute any deed, mortgage,

or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, 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. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interest or interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

Exhibit E

House Rules

HOUSE RULES OF THE RESIDENTIAL SECTION

1. The sidewalks, passages, (together referred to as "Passages") entrances, public halls, elevators, vestibules, corridors and stairways of the Building shall not be obstructed or used for any other purpose than ingress to and egress from the Units.

2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the Passages, public halls, vestibules, corridors, stairways or fire tower landings of the Building, nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows or roofs or placed upon the window sills of the Building.

3. Neither occupants nor their guests shall play in the passages, entrances, public halls, elevators, vestibules, corridors, stairways or fire towers of the Building.

4. No passages, public hall, public elevator or vestibule of the Building shall be decorated or furnished by any Unit Owner in any manner.

5. Each Unit Owner shall keep such Unit Owner's Unit and any Limited Common Elements appurtenant thereto (including the surface and drains of any Terrace appurtenant to a Unit) in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance. Any determination as to what constitutes a good state of preservation and cleanliness for any Unit Owner's Terrace shall be within the sole but reasonable discretion of the Board.

6. No window guards, window shades or window decorations shall be used in or about any Unit, unless otherwise required by law, except such as shall have been approved in writing by the Board or the managing agent of the Building. No clothes, sheets, blankets, laundry or other articles of any kind shall be hung on or out of a Unit or its appurtenant Limited Common Elements. No window frames or mullions may be removed, altered or replaced without the written consent of the Board.

7. No radio, television aerial, satellite dish or similar device shall be attached to or hung from the exterior of the Building and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any door or window or other part of the Building or Passages except such as are permitted pursuant to the Declaration or the By-Laws or shall have been approved in writing by the Board or the managing agent, nor shall anything be projected from any door or window of the Building without similar approval, except as may otherwise be required by law.

8. No heat, ventilator or air conditioning device or window fan shall be installed in any Unit without the prior written approval of the Board, which approval may be granted or refused in the sole discretion of the Board.

9. All radio, television, computer 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 in such Unit Owner's Unit.

10. No velocipedes, bicycles, scooters or similar vehicles shall be allowed in any of the elevators other than the elevators designated by the Board or the managing agent of the Building for that purpose, and no baby carriages or any of the above-mentioned vehicles or other equipment, furniture or other personal articles shall be allowed to stand in the Passages, public halls, vestibules, corridors or other public areas of the Building.

11. No Unit Owner shall make or permit any disturbing noises or activity in the Building, or do or permit anything to be done therein, which will interfere with the rights, comfort or convenience of other Unit Owners or the tenants or occupants of the Building. No Unit Owner shall play or suffer to be played any musical instrument, or practice or suffer to be practiced vocal music, or operate or permit to be operated a radio, television, computer, stereo or other device that contains or is connected to a loud speaker or otherwise generates sound in such Unit Owner's Unit between 11:00 P.M. and the following 7:00 A.M., if the same shall disturb or annoy other occupants of the Building, unless the same shall have the prior written consent of the Board. No construction or 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 or repair work is necessitated by an emergency or unless such work is performed by Declarant.

12. Not more than one domestic animal, other than tropical fish, shall be kept or harbored by a Unit Owner or Tenant- in the Building, unless the Unit Owner or Tenant, for each additional animal, shall be expressly permitted in writing by the Board to do so and such permission shall be revocable by the Board at any time. In no event shall "pit bulls" or similar dogs or other dangerous animals or non-domestic animals be permitted in the Building. In no event shall dogs be permitted in any of the public portions of the Building unless carried or on leash. No birds or other animals shall be fed from the window sills, terraces, balconies or on the sidewalk or street adjacent to the Building. No aquarium exceeding 50 gallons of water may be kept in any Unit. Unit Owners will be responsible to cleanup after their pets in common areas of the Building. Individual Unit Owners who keep an animal in the Building shall indemnify and hold harmless against any loss, liability, or damage of any kind or character whatever arising from or as a result of having an animal in the Building.

13. Servants, messengers and tradespeople visiting or residing in the Building may be required to use the elevators designated by the Board or the managing agent of the Building for that purpose, for ingress and egress. and shall not use any of the other elevators for any purpose, except that nurses in the employ of Unit Owners or their guests or tenants may use any of the other elevators when accompanying said Unit Owners, guests or tenants. However, a guest or visitor of a Unit Owner may use any of the elevators freely, if authorized by such Unit.

14. All service and delivery persons may be required to use the service entrance unless otherwise directed. All packages, whenever feasible, will be required to be delivered by outside personnel to the package room in the lobby where such packages will be held for pick-up by Unit Owners. Deliveries, if made, will be made from the package room to individual Units only by building personnel or as otherwise directed by building personnel. Such deliveries will be made only at such times as a Unit is occupied by the resident thereof or an authorized person and said resident or authorized person is willing to accept delivery. If the Unit is not so occupied or delivery is declined, the package will be held in the package room until the resident or authorized person returns or requests delivery. In the case of packages containing perishable food items, service or delivery persons who are registered with building personnel will be permitted to make deliveries directly to individual Units after such service or delivery persons have received approval for such delivery from the Unit Owner.

15. Trunks and heavy baggage shall be taken in or out of the Building by the elevators designated by the Board or the managing agent of the Building for that purpose, and through a designated entrance only.

16. No Unit Owner or any visitor, guest, patient, employee or any client of a Unit Owner shall be allowed in the heating, electrical or mechanical equipment areas without the express permission of the Board of Managers.

17. All damage to the Building or Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such article.

18 No refuse from the Units shall be sent to the below grade levels of the Building except at such times and in such manner as the Board or the managing agent of the Building may direct.

19 Toilets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, sanitary napkins, diapers, rags or any other foreign object or article be thrown into the same. Any damage to the Building resulting from misuse of any toilets or other apparatus in a Unit shall be repaired and paid for by the Owner of such Unit.

20 No occupant of the Building shall send any employee of the Building or of the managing agent thereof out of the Building on any private business.

21 The agents of the Board or the managing agent, and any contractor or worker authorized by the 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 written 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 manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

22. Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

23. The Board or the managing agent of the Building may retain a passkey to each Unit. If any lock is altered or a new lock is installed, the Board or the managing agent of the Building shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner is not personally present to open and permit an entry to such Unit Owner's Unit at any time when an entry therein is necessary or permissible under these House Rules or under the By-Laws and has not furnished a key to such Board or such managing agent, then the Board or such managing agent or their agents (but, except in an emergency, only when specifically authorized by an officer of such Board or an officer of the managing agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if during such entry reasonable care under the circumstances is given to such Unit Owner's property).

24. No vehicle belonging to a Unit Owner or to a member of the family guest, tenant or employee of a Unit Owner shall be parked in such manner as to or prevent ready access to any entrance to or exit from the Building by another vehicle.

25. Complaints regarding the services of the Building shall be writing to the Board or to the managing agent.

26. Any consent or approval given under these House Rules may be granted, refused, added to, amended or repealed, in the sole discretion of the Board at any time by resolution of the Board. Further, any such consent or approval of the discretion of the Board, may be conditional.

27. Unit Owners will faithfully observe the following procedures with respect to the use of the compactor: (a) wrap dust, floor and powdered waste in compact packages before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the chute; (d) crush into tight bundles all papers before placing the same in the hopper door; (e) deposit all bundles of waste into the hopper; (f) refrain from depositing waste of an explosive nature therein; (g) observe all Laws regarding recycling of refuse then imposed by governmental agencies having jurisdiction thereover and (h) observe any additional recycling rules established by the Condominium Board.

28. Except as permitted under the Declaration and By-Laws, Unit Owners, their families, guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building.

29. Unit Owners, their guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not cause or permit any unusual or objectionable noise or odors to be produced

upon or to emanate from their Units or any public portions of the Building.

30. No Unit Owner or any of such Unit Owner's agents, servants, employees, licensees, tenants, sublessees or visitors shall at any time bring into or keep in such Unit Owner's Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.

31. If any key or keys are entrusted by a Unit Owner or by any member of such Unit Owner's family or by such Unit Owner's agent, servant, employee, tenant, sublessee, licensee or visitor to an employee of the Board or the managing agent, whether for such Unit Owner's Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Board nor the managing agent of the Building shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

32. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of the Building or contents thereof without the prior written consent of the Condominium Board. No Unit Owner shall permit anything to be done or kept in such Unit Owner's Unit or in the Common Elements which will result in the cancellation of insurance on the Building or which would be in violation of any law. No waste shall be committed in the Common Elements.

33. The Board shall have the right from time to time to relocate any portion of the Common Elements devoted to storage or service purposes.

34. No group tour or exhibition of any Unit or its contents shall be conducted, nor shall any auction sale be held in any Unit, without the prior consent of Board or the managing agent.

35. In the event that any Unit is used for home occupation purposes which are permitted by law and the By-Laws, in no event shall any patients, clients or other invitees be permitted to wait in any lobby, public hallway or vestibule.

36. There will be no barbecuing in the Units in their Common Elements (including Terraces).

37. The Board reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any rule or regulation at any time prescribed for the Building when, in the reasonable judgment of the Board, the Board deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Building or the preservation of good order therein, or the operation or maintenance of the Building or the equipment thereof, or the comfort of Unit

Owners, occupants or others in the Property. No rescission, alteration, waiver or addition of any rule or regulation in respect of one Unit Owner or other occupant shall operate as a rescission, alteration or waiver in respect of any other Unit Owner or other occupant.

38. No article, including, but not limited to, bicycles and similar vehicles, shall be stored or allowed to stand on Terraces, other than furniture of the kind usually maintained in outdoor areas.

39. Plantings on any terrace or roof area shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two inches from the terrace surface, and, if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such Terrace, but shall stand on supports at least two inches above the surface. It shall be the responsibility of the Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Unit Owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings.

40. No Unit Owner or any of his family members, agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his Unit or Common Elements any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit or Common Elements.

41. Clothes Dryers purchased by Unit Owners must be electric and ventless, since exhaust ducts will not be installed.

CERTIFICATION OF SPONSOR AND PRINCIPALS OF SPONSOR

June / , 2005

New York State Department of Law
120 Broadway, 23rd Floor
New York, New York 10271
Attention: Investment Protection Bureau

Re: Condominium Offering Plan
The Dwyer Condominium
258 St Nicholas Avenue, New York, New York

Gentlemen:

The undersigned certify as follows:

We are the Sponsor and the principals of the Sponsor of the Condominium Offering Plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A 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 making this certification. We jointly and severally certify that the Offering Plan does, and that all documents submitted hereafter by us which amend or supplement the Offering Plan will:

(i) set forth the detailed terms of the transaction 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 untrue 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 we: (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. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

SPONSOR:

258 SAINT NICHOLAS AVENNUE LLC
By: 123 St. Partners LLC, Member

By: _____

John Cross, Member

Sworn to before me this
1 day of _____, 2005.

_____
Notary Public

HAZEL PARNELL
Notary Public, State of New York
No. 01PA6035231
Qualified in Westchester County
Commission Expires: 12/27/05

PRINCIPALS OF SPONSOR:

_____
John Cross, Member

Sworn to before me this 1st
day of _____ 2005

_____
Notary Public

HAZEL PARNELL
Notary Public, State of New York
No. 01PA6035231
Qualified in Westchester County
Commission Expires: 12/27/05

JAMES McCULLAR
& ASSOCIATES
ARCHITECTS
268 WEST 73rd STREET
NEW YORK, NY 10023
TEL (212) 877-9300
FAX (212) 877-8510

October 21, 2005

New York State Department of Law
120 Broadway23rd Floor
New York, New York 10271
Attention: Investment Protection Bureau

RE: Condominium Offering Plan
The Dwyer Condominium
258 St. Nicholas Avenue
New York, New York

Gentlemen:

The Sponsor of the offering plan to convert the captioned property (the Property) to condominium ownership retained our firm to prepare a report describing the construction of the Property (the Report). We prepared the plans, with latest revision dated June 9, 2005 and approved by the Department of Buildings on August 19, 2005, and the Report describing 258 St. Nicholas Avenue, New York, New York dated September 28, 2005, a copy of which is intended to be incorporated into the Offering Plan so that prospective Purchasers may rely on the Report.

The undersigned is an 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 the Report.

I have read the entire Report and investigated the facts set forth in the Report and the facts underlying it with due diligence in order to form a basis for this certification.

I certify that the Report and all documents prepared by us disclose:

(i) sets forth in narrative form the description and /or 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 that we have prepared;

(ii) in my professional opinion, affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description and / or 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 we have prepared;

(iii) does not omit any material fact;

(iv) does not contain any untrue statement of a 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 representation or statement which is false, where we:
- (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.

I further certify that I am not, and James McCullar & Associates is not, owned or controlled by and have no beneficial interest in the Sponsor and that our compensation for preparing the 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.

James McCullar, RA, FAIA

Sworn to before me
this 3 day of November, 2005

Notary Public

MICHAEL RIVERS
Notary Public - State of New York
NO. 01RI6126565
Qualified in Queens County
My Commission Expires May 9 2009

CERTIFICATION BY SPONSOR'S EXPERT AS TO ADEQUACY OF BUDGET PURSUANT TO PART 20 OF THE REGULATIONS ISSUED UNDER GENERAL BUSINESS LAW ARTICLE 23-A, AS AMENDED

June 2, 2005

258 St. Nicholas Avenue LLC
303 South Broadway, Suite 102
Tarrytown, New York 10591

Re: Condominium Offering Plan
The 258 St. Nicholas Avenue Condominium
258 St. Nicholas Avenue
New York, New York

Gentlemen:

The Sponsors of the condominium Offer Plan for the captioned property retained our firm, PWB Management Corp., to prepare **Schedule B** to the Offering Plan, containing projections of income and expenses for the first year of condominium operation.

Thomas F. Webler, President of PWB Management Corp., a licensed Real Estate Broker, began operations approximately 30 years ago. PWB Management Corp., own, as well as manage over forty (40) rental and co –op properties, all in New York City. PWB Management Corp., is also a member of the Real Estate Board of New York, and the Bronx Realty Advisory Board.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 20 insofar as they are applicable to **Schedule B**.

We have reviewed **Schedule B** and investigated the facts set forth in **Schedule B** and the facts underlying them with due diligence in order to form a basis for this certification. We have also relied upon our firm's experience in managing residential buildings.

We certify that the projections in **Schedule B** 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 operation.

We certify that Schedule B:

i. sets forth in detail the projected income and expenses for the first year of condominium operation;

ii. affords 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 a 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 representation or statement which is false, where we (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.

We further certify that we are not owned or controlled by the Sponsor. We 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. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

PWB Management Corporation

By: _____
Thomas F. Webler

Sworn to before me

This 2 day of June, 2005

_____
Notary Public

H:\The Dwyer Condominium
RUDANI, SANJAYKUMAR KESHAVLAL
Notary Public State of New York
Bronx County, #01[illegible]
My Commission Expires
April 10, 20[illegible]
10/21/2005

CERTIFICATION BY EXPERT ON ADEQUACY OF COMMON CHARGES PAYABLE BY THE COMMERCIAL UNIT OWNER (S) PURSUANT TO PART 20 OF THE REGULATIONS ISSUED UNDER GENERAL BUSINESS LAW ARTICLE 23-A, AS AMENDED

258 St. Nicholas Avenue LLC
303 South Broadway, Suite 102
Tarrytown, New York 10591

Re: Condominium Offering Plan
The 258 St. Nicholas Avenue Condominium
258 St. Nicholas Avenue
New York, New York

Gentlemen:

The Sponsors of the condominium Offer Plan for the captioned property retained our firm, PWB Management Corp., to prepare **Schedule B** to the Offering Plan, which includes projections of common charges payable by the owners of the commercial unit(s).

Thomas F. Webler, President of PWB Management Corp., a licensed Real Estate Broker, began operations approximately 30 years ago. PWB Management Corp., own, as well as manage over forty (40) rental and co–op properties, all in New York City. PWB Management Corp., is also a member of the Real Estate Board of New York, and the Bronx Realty Advisory Board.

We understand that we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Attorney General in Part 20 insofar as they are applicable to the commercial unit(s) listed in **Schedule B**.

We have reviewed **Schedule B** as it impacts on the commercial unit(s) and investigated the facts set forth in **Schedule B** and the facts underlying them with due diligence in order to form a basis for this certification. We have also relied upon our firm's experience in managing residential buildings.

We certify that the projections in **Schedule B** for common charges payable by the owners of commercial unit(s) appear reasonable and adequate under existing circumstances to meet the anticipated operating expenses fairly attributable to such commercial unit(s) for the projected first year of condominium operation, and that the allocation of common charges attributable to the commercial unit(s) also reflect special or exclusive use or availability or exclusive control of particular common areas.

We certify that the estimates in Schedule B for common charges payable by the owners of the commercial unit(s):

i. sets forth in detail the projected income and expenses for the commercial unit(s) for the first year of condominium operation;

ii. affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the common charges payable by the owners of the commercial unit(s);

iii. does not omit any material fact;

iv. does not contain any untrue statement of a 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 representation or statement which is false, where we (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.

We further certify that we are not owned or controlled by the Sponsor. We 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. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

PWB Management Corporation

By: _____
Thomas F. Webler

Sworn to before me

This 27 day of July, 2005

_____
Notary Public

RASHID, HARUNUR
Notary Public, State of New York
Bronx County, # 01RA6114955
My Commission Expires
August 30, 2008

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Note: *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515,** Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Form **W-8**
(Rev. November 1992)
Department of the Treasury
Internal Revenue Service

Certificate of Foreign Status

Please print or type

Name of owner (If joint account, also give joint owner's name.) (See Specific Instructions.)	U.S. taxpayer identification number (If any)
Permanent address (See Specific Instructions.) (Include apt. or suite no.)	
City, province or state, postal code, and country	
Current mailing address, if different from permanent address (Include apt. or suite no., or P.O. box if mail is not delivered to street address.)	
City, town or post office, state, and ZIP code (If foreign address, enter city, province or state, postal code, and country.)	

List account information here (Optional, see Specific Instructions.)	Account number	Account type	Account number	Account type
▶				

Notice of Change in Status.—To notify the payer, mortgage interest recipient, broker, or barter exchange that you no longer qualify for exemption, check here . . . . . ▶ ☐
If you check this box, reporting will begin on the account(s) listed.

Please Sign Here

Certification.—(Check applicable box(es)). Under penalties of perjury, I certify that:

☐ For **INTEREST PAYMENTS,** I am not a U.S. citizen or resident (or I am filing for a foreign corporation, partnership, estate, or trust).

☐ For **DIVIDENDS,** I am not a U.S. citizen or resident (or I am filing for a foreign corporation, partnership, estate, or trust).

☐ For **BROKER TRANSACTIONS** or **BARTER EXCHANGES,** I am an exempt foreign person as defined in the instructions below.

▶ Signature _____ Date _____

General Instructions

(Section references are to the Internal Revenue Code unless otherwise noted.)

Purpose

Use Form W-8 or a substitute form containing a substantially similar statement to tell the payer, mortgage interest recipient, middleman, broker, or barter exchange that you are a nonresident alien individual, foreign entity, or exempt foreign person not subject to certain U.S. information return reporting or backup withholding rules.

Caution: *Form W-8 does not exempt the payee from the 30% (or lower treaty) nonresident withholding rates.*

Nonresident Alien Individual

For income tax purposes, "nonresident alien individual" means an individual who is neither a U.S. citizen nor resident. Generally, an alien is considered to be a U.S. resident if:

- The individual was a lawful permanent resident of the United States at any time during the calendar year, that is, the alien held an immigrant visa (a "green card"), or
- The individual was physically present in the United States on:

(1) at least 31 days during the calendar year, and

(2) 183 days or more during the current year and the 2 preceding calendar years (counting all the days of physical presence in the current year, one-third the number of days of presence in the first preceding year, and only one-sixth of the number of days in the second preceding year).

See **Pub. 519, U.S. Tax Guide for Aliens,** for more information on resident and nonresident alien status.

Note: *If you are a nonresident alien individual married to a U.S. citizen or resident and have made an election under section 6013(g) or (h), you are treated as a U.S. resident and may not use Form W-8.*

Exempt Foreign Person

For purposes of this form, you are an "exempt foreign person" for a calendar year in which:

1. You are a nonresident alien individual or a foreign corporation, partnership, estate, or trust,
2. You are an individual who has not been, and plans not to be, present in the United States for a total of 183 days or more during the calendar year, and
3. You are neither engaged, nor plan to be engaged during the year, in a U.S. trade or business that has effectively connected gains from transactions with a broker or barter exchange.

If you do not meet the requirements of 2 or 3 above, you may instead certify on **Form 1001, Ownership, Exemption, or Reduced Rate Certificate,** that your country has a tax treaty with the United States that exempts your transactions from U.S. tax.

Filing Instructions

When To File.—File Form W-8 or substitute form before a payment is made. Otherwise, the payer may have to withhold and send part of the payment to the Internal Revenue Service (see **Backup Withholding** below). This certificate generally remains in effect for three calendar years. However, the payer may require you to file a new certificate each time a payment is made to you.

Where To File.—File this form with the payer of the qualifying income who is the withholding agent (see **Withholding Agent** on page 2). Keep a copy for your own records.

Backup Withholding

A U.S. taxpayer identification number or Form W-8 or substitute form must be given to the payers of certain income. If a taxpayer identification number or Form W-8 or substitute form is not provided or the wrong taxpayer identification number is provided, these payers may have to withhold 20% of each payment or transaction. This is called backup withholding.

Note: *On January 1, 1993, the backup withholding rate increases from 20% to 31%.*

Reportable payments subject to backup withholding rules are:

- Interest payments under section 6049(a).
- Dividend payments under sections 6042(a) and 6044.
- Other payments (i.e., royalties and payments from brokers and barter exchanges) under sections 6041, 6041A(a), 6045, 6050A, and 6050N.

If backup withholding occurs, an exempt foreign person who is a nonresident alien individual may get a refund by filing **Form 1040NR, U.S. Nonresident Alien Income Tax Return,** with the Internal Revenue

(Continued on back.)

METROPOLITAN VALUATION SERVICES

REAL ESTATE CONSULTING AND APPRAISAL

May 9, 2005

Mr. John Cross
258-264 St. Nicholas Avenue, LLC
New York, NY 10027

re: **MVS # 05-0105**
Post-Completion Real Estate Tax Assessment and Analysis
The Dwyer Condominium
New York County Block 1950 Lot 24
New York, NY

Dear Mr. Cross:

You have requested us to estimate the prospective real estate tax assessment for the to-be-developed apartments (herein referred to as the 'subject property') at The Dwyer Condominium assuming its initial year of operation as residential condominium units commencing approximately January 1, 2006. The improvements will be developed on a site bounded by Fredrick Douglass Boulevard to the east, West 124th Street to the north, St. Nicholas Avenue to the west and West 123rd Street to the south in the Harlem section of Manhattan.

Upon completion of the proposed construction, the improvements are scheduled to consist of an 10-story, bulkhead and cellar structure containing 52 apartments, common areas, and 2 Non-Residential Units. The apartments and associated common areas and limited common elements are referred to herein as the 'Residential Unit'. [*The 2 Non-Residential Units are not a part of this analysis.*] Per material reviewed, the gross building area (GBA) has been estimated at approximately 85,234 square feet, of which 72,826 square feet of the gross building area (85.443%) is allocated for the Residential Unit elements. The gross building area will be employed in the estimate of total real estate tax assessment. The Residential Unit's distribution of its estimated real estate tax assessment among the apartments will be based on their respective common area interest percentage allocation.

It has been the practice of the Real Property Assessment Department of the City of New York to review the assessed valuation of newly constructed buildings for condominium use. While there is a formula, which has been utilized by the Real Property Assessment Department in reassessing such properties in the past, it has not been employed consistently, and it is therefore not possible to estimate or determine the post-conversion assessed valuation of this property with any degree of certainty. However, the estimates presented below are based upon current policies and practices of that department.

All prospective purchasers are advised that although the estimate of assessed valuation upon completion of construction is a good-faith estimate, such assessed valuation, when actually made, may be less or greater than as estimated herein.

METROPOLITAN VALUATION SERVICES, INC.
444 Park Avenue South – suite 402
New York, New York 10016
Phone (212) 213-8650 Fax (212) 213-8621

You have advised us of the following facts regarding this project:

> The proposed improvements are scheduled to contain a multi-story elevatored residential apartment building that will be operated as a condominium. [*Condominium ownership, as defined by the Appraisal Institute in The Dictionary of Real Estate Appraisal, 3rd Edition Chicago, Illinois, is a form of fee ownership of separate units or portions of multi-unit buildings that provides for formal filing and recording of a divided interest in real property, and/or a multiunit structure of property in which persons hold fee simple title to individual units and an undivided interest in common areas.*]
>
> The residential mix will feature 52 apartments, comprised of Studio through 2-bedroom apartments of which a limited number will have a private terrace or balcony.
>
> An application for participation in the 421-a partial real estate tax exemption benefits program is being made. Section 421-a of the New York State Real Property Tax Law (the 421-a plan) was originally enacted in 1971 as an incentive for the construction of multiple dwellings by providing real estate tax benefits in the form of partial tax exemptions to the owners of the property. New multiple dwellings, except hotels, are eligible for benefits if construction commenced on or after January 1, 1975 and is commenced no later than December 31, 2007.
>
> The New York City Department of Housing Preservation and Development has determined that the subject property, when completed, would be eligible for a 25-year benefit period as outlined by the prior opinion of eligibility issued by the Department of Housing Preservation and Development as incorporated into this offering plan.

It is noted that as of the date of this report the subject building was in the planning stages of developing the offering plan pursuant to the conversion of the premises as condominium. This letter only addresses the prospective tax assessment for the initial year of the subject property's operation as condominium.

The following analysis addresses the estimate of prospective real estate tax assessment and liability for the apartments within the subject property both assuming participation in the partial real estate tax exemption benefits program ("421-a") and assuming the facility does not receive such 421-a benefit.

Based on public records, the transitional (taxable) assessed value for the land and improvements comprising the entire site was $94,500 for the 2003/04 fiscal tax year. Per the rules for 421-a benefit calculation, the 2003/04 tax year assessment noted would form the basis for the post-development tax liability. Based on the allocation of prospective building area (as discussed in a prior paragraph), the amount associated with the Residential Unit is $80,743 ($94,500 × 85.443% AV allocation percentage to the Residential Unit).

The subject property apartments will be classified for real estate tax assessment purposes as a Class II category (All residential real property). The Class II tax rate for the 2002/03 fiscal year was $12.517 per $100.00 of assessed value, demonstrating a significant 15.98% increase over the previous year. The tax rate for the 2003/04 fiscal year is noted as $12.620 per $100.00 of assessed value, a nominal 0.8% increase from the 2002/03 fiscal year rate. The tax rate for the

2004/05 fiscal year is $12.216 per $100.00 of assessed value, demonstrating a retreat from the record high 2002/03 tax rate. The 2005/06 fiscal year tax rate has not been announced. General concerns for further large rate increases may be mitigated if the local economy improves.

There are three recognized appraisal methods that are employed by the Real Property Assessment Department to determine the full market value of income producing real property. These methods are the original cost method, capitalization of income approach, and the sales price comparison method.

The original cost method is based on the theory that the value of a given property is reflected by its cost of construction plus the acquisition cost of the underlying land. This method of valuation is considered a highly significant indicator of value with respect to new buildings. Relevant data used in the cost method include, but may not be limited to, material and labor costs.

The capitalization of income method is based upon the proposition that the annual net income generated by a property, when divided by the rate of return an investor at a given time would accept for his money in competing investment, yields a close estimate of the market value of the property. This is considered a superior approach for apartment rental investment properties.

The sales price comparison method is founded upon the belief that value can be ascertained by surveying market prices. Market value has been defined as that price which a property would bring in a competitive and open market, wherein both buyer and seller are acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. However, the addition of sales price of individual units may not be the basis for arriving at the assessed valuation of a residential condominium or cooperative housing corporation.

The standard for assessment for residential cooperative and condominium structures is set forth in Real Property Tax Law 581. In essence, the standard of assessment prescribed by statute for cooperative and condominium structures is that these buildings are to be assessed in the same manner as are rental apartment buildings. Further, the statutes provide that the sale price of a cooperative building as an entity and the sale of a condominium units are not the measure of value for assessment purposes. As such, comparison of prevailing real estate tax assessments for comparable residential property has been considered.

In arriving at the assessed valuation, elements germane to traditional valuation methodologies were employed. This process examines development costs and land values; and, extrinsic indicia of value, including local inflation rates, location qualities, square footage, functionality of the improvements, scheduled amenities, net income producing potential and comparability to like-kind rental investment properties and recently constructed facilities converted to condominium.

Reconciliation of the three approaches to valuation discussed above included review of actual 2004/05 and 2005/06 assessment and tentative assessment valuations, respectively, for comparable condominium development in the immediate and surrounding vicinity of the subject, which justifies an overall prospective assessed valuation for the facility of $65.00 per square foot of gross building area. This equates to a total actual assessment of approximately $4,733,690 ($65.00 per Sq. Ft. of Gross Building Area × 72,826 Sq. Ft. of Gross Building Area

allocated to the Residential Unit) as if the subject property were fully assessed upon completion. This derived prospective assessed value is deemed appropriate for the subject property.

Since the1982/83 tax year, Real Property Tax Law Section 1805 (3) provides for the creation of a transitional assessment system within the City of New York. Under the transitional assessment system, any increase in the assessed value of a property is phased in over a 5-year period in equal annual installments. However, the statute requires the Finance Department to include all physical (new construction, renovation, rehabilitation or addition of square footage to existing structures) changes directly in the taxable assessed valuation without the 5-year phase-in. The "actual assessment" is the target value, which will be reached at the end of the 5-year period, assuming the assessment is not increased in the interim. Pursuant to Real Property Tax Law Section 1805, the taxable assessment is determined to be the lesser of the actual assessed valuation or the transitional assessed valuation.

Understanding that occupancy for the entire structure is projected for January 2006, the subject building may only have an interim assessed value and may not be fully assessed until the following 2006/07 tax year (the New York City fiscal tax year runs from July 1 through the following June 30 and assessments are tentatively set mid-January prior to the fiscal tax year), at which time the post-construction assessed valuation for the entire premises would be established by the assessor. As such, the 2006/07 fiscal tax year has been selected for the post-completion assessment analysis herein. In the event completion of construction is delayed for any reason, it is possible that the actual assessed valuation for the 2006/07 tax year may be lower than as estimated herein.

Upon completion, the subject property residential units will be classified as a Tax Class II property and subject to that tax rate for the prevailing tax year. It is not possible at this time to predict the tax rate applicable to the tax year 2006/07, except to note that the city's economic crisis which sparked the recent dramatic increase in the tax rate is not expected to completely ease in the near term.

We have assumed, for the purpose of this tax projection that the Class II rate will remain somewhat static, with an average 1.5% annualized inflation factor applied to project the 2006/07 tax year rate. This equates to a projected Class II tax rate of $12.585 per $100.00 of assessed value for the 2006/07 tax year.

Real property taxes are payable semi-annually, on July 1, and January 1 (as previously stated, the City operates on a fiscal year commencing July 1 and ending June 30). Taxes payable during calendar year 2006 will be comprised of the tax due for the second-half 2005/06 and the first-half 2006/07 tax year.

For budgeting purposes for the initial year's operation as condominium, however, taxes payable are estimated as coincident with the stated 2006/07 New York City real property tax year. The tax liability is paid by the individual condominium unit owners.

RESIDENTIAL UNIT – with 421-a partial real estate tax exemption program benefit
Based on the 421-a program guidelines, the prospective aggregate annual tax liability is $10,162 ($80,743 base-year assessed value × $12.585 per $100.00 of assessed value). This equates to an aggregate $846.83 monthly liability.

RESIDENTIAL UNIT – without 421-a partial real estate tax exemption program benefit
Based on the prospective assessed value, the aggregate annual tax liability is $595,735 ($4,733,690 post-completion assessed value × $12.585 per $100.00 of assessed value). This equates to an aggregate $49,644.58 monthly liability.

- Prospective purchasers are advised that this valuation estimate assumes that the taxing authority is assessing a post-conversion occupied building ***and is not intended to reflect any "progress" or interim valuation.***

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The Dwyer Condominium, New York, NY
May 9, 2005
Page 6

POST-CONSTRUCTION PROJECTION OF REAL ESTATE TAX LIABILITY

Unit	Percentage of Common Area Allocation	Estimated Monthly Real Estate Tax With 421-a	Estimated Annual Real Estate Tax With 421-a	Estimated Monthly Real Estate Tax Without 421-a	Estimated Annual Real Estate Tax Without 421-a
Super	1.56%	$13.18	$158.13	$772.51	$9,270.17
2A	2.70%	$22.89	$274.71	$1,342.03	$16,104.37
2B	2.37%	$20.08	$240.95	$1,177.10	$14,125.16
2C	1.87%	$15.85	$190.16	$928.99	$11,147.88
2D	1.83%	$15.51	$186.12	$909.25	$10,911.05
2E	1.28%	$10.86	$130.28	$636.48	$7,637.74
2F	1.08%	$9.11	$109.36	$534.28	$6,411.30
3A	2.70%	$22.89	$274.71	$1,342.03	$16,104.37
3B	2.37%	$20.08	$240.95	$1,177.10	$14,125.16
3C	1.87%	$15.85	$190.16	$928.99	$11,147.88
3D	1.83%	$15.51	$186.12	$909.25	$10,911.05
3E	1.28%	$10.86	$130.28	$636.48	$7,637.74
3F	1.08%	$9.11	$109.36	$534.28	$6,411.30
4A	2.74%	$23.18	$278.17	$1,358.95	$16,307.37
4B	2.37%	$20.08	$240.95	$1,177.10	$14,125.16
4C	1.87%	$15.85	$190.16	$928.99	$11,147.88
4D	1.88%	$15.92	$191.03	$933.22	$11,198.63
4E	1.36%	$11.54	$138.51	$676.65	$8,119.85
4F	1.17%	$9.92	$119.03	$581.50	$6,978.00
5A	2.74%	$23.18	$278.17	$1,358.95	$16,307.37
5B	2.37%	$20.08	$240.95	$1,177.10	$14,125.16
5C	1.87%	$15.85	$190.16	$928.99	$11,147.88
5D	1.88%	$15.92	$191.03	$933.22	$11,198.63
5E	1.36%	$11.54	$138.51	$676.65	$8,119.85
5F	1.17%	$9.92	$119.03	$581.50	$6,978.00
6A	2.74%	$23.18	$278.17	$1,358.95	$16,307.37
6B	2.37%	$20.08	$240.95	$1,177.10	$14,125.16
6C	1.87%	$15.85	$190.16	$928.99	$11,147.88
6D	1.88%	$15.92	$191.03	$933.22	$11,198.63
6E	1.36%	$11.54	$138.51	$676.65	$8,119.85
6F	1.17%	$9.92	$119.03	$581.50	$6,978.00
7A	2.74%	$23.18	$278.17	$1,358.95	$16,307.37
7B	2.37%	$20.08	$240.95	$1,177.10	$14,125.16
7C	1.87%	$15.85	$190.16	$928.99	$11,147.88
7D	1.88%	$15.92	$191.03	$933.22	$11,198.63
7E	1.36%	$11.54	$138.51	$676.65	$8,119.85
7F	1.17%	$9.92	$119.03	$581.50	$6,978.00
8A	2.74%	$23.18	$278.17	$1,358.95	$16,307.37
8B	2.37%	$20.08	$240.95	$1,177.10	$14,125.16
8C	1.87%	$15.85	$190.16	$928.99	$11,147.88
8D	1.88%	$15.92	$191.03	$933.22	$11,198.63
8E	1.36%	$11.54	$138.51	$676.65	$8,119.85
8F	1.17%	$9.92	$119.03	$581.50	$6,978.00
9A	2.74%	$23.18	$278.17	$1,358.95	$16,307.37
9B	2.37%	$20.08	$240.95	$1,177.10	$14,125.16
9C	1.87%	$15.85	$190.16	$928.99	$11,147.88
9D	1.88%	$15.92	$191.03	$933.22	$11,198.63
9E	1.36%	$11.54	$138.51	$676.65	$8,119.85
PHA	2.76%	$23.37	$280.48	$1,370.23	$16,442.70
PHB	1.96%	$16.62	$199.39	$974.10	$11,689.20
PHC	2.41%	$20.42	$244.99	$1,196.83	$14,361.99
PH Duplex	1.85%	$15.65	$187.85	$917.71	$11,012.55
Total Residential	**100.00%**	**$846.83**	**$10,162.00**	**$49,644.58**	**$595,735.00**

This letter was prepared at the sponsor's request. Certain figures set forth herein are approximations derived from material submitted by the sponsor and are subject to variation.

We have not passed upon the accuracy of any figures or estimates contained within the Plan, and offer no warranties of the amount of any liability for any period.

The opinions expressed above are based on our interpretations of the RPTL, Administrative Code of the City of New York, and the applicable rules and regulations of the Department of Finance in effect as of the date hereof. While we believe our opinions are well founded, they are not intended, and should not be construed as representations or warranties or as opinions at law.

You should be aware that the laws, regulations and practices of the Department of Finance upon which this opinion is predicated may in the future be revised in a manner adverse to your interests, or that there may be an adverse interpretations of the law or regulations by one or more agencies of the City of New York, or Courts of competent jurisdiction.

The foregoing analysis is based upon our experience with the Real Property Assessment Department and the Tax Commission of the City of New York, and their assessment policies regarding non-rehabilitated properties held in cooperative ownership. Application of a particular approach to valuation by an individual assessor may yield a different result. This would necessitate commencement of real property tax review proceedings at the Tax Commission or Supreme Court level to bring the assessment in line with the estimates presented herein.

We hereby consent to the inclusion of this letter in its entirety in the Offering Plan.

Very truly yours,

METROPOLITAN VALUATION SERVICES, INC.

By: Steven J. Schleider, MAI
President
For the firm

CERTIFICATE OF APPRAISAL

I, Steven J. Schleider, MAI certify that to the best of my knowledge and belief that:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions.

I have no present or prospective interest in the property that is the subject of this report, and have no personal interest or bias with respect to the parties involved.

I have no personal interest with respect to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

I am aware of and have complied with The FIRREA and any and all state laws and regulations that apply to appraisals.

Steven J. Schleider has made a personal inspection of the property that is the subject of this report. Steven J. Schleider has extensive experience in the appraisal of similar properties.

No one provided significant professional assistance to the person signing this report.

Steven J. Schleider has been duly certified to transact business as a Real Estate General Appraiser (New York State certification #46000016498).

METROPOLITAN VALUATION SERVICES, INC.

By: Steven J. Schleider, MAI
President

BASIC ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report is subject to the following assumptions and limiting conditions:

- No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

- The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

- Responsible ownership and competent property management are assumed.

- The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.

- All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

- It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

- It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.

- It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.

- It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

- It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

- The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

BASIC ASSUMPTIONS AND LIMITING CONDITIONS (Continued)

- Possession of this report, or a copy thereof, does not carry with it the right of publication.

- The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

- Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval of the appraisers.

- The appraisers have inspected the subject property with the due diligence expected of a professional real estate appraiser. The appraisers are not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraisers that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment.

- The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.

- The appraiser is authorized by the client to disclose all or any portion of this report and the related data to appropriate representatives of the Appraisal Institute, or other professional organizations of which the appraiser is a member or affiliate, if such disclosure is required to enable the appraiser to comply with bylaws and regulations of such organizations.

- All values rendered within this report assume marketing times of twelve months or less unless otherwise indicated.

- The American with Disabilities Act (ADA) became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of the subject property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the subject property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect upon the value of the property. Since the appraisers have no direct evidence relating to this issue, they did not consider possible non-compliance with the requirements of ADA in estimating the market value of the subject property.

STEVEN J. SCHLEIDER, MAI

PRESIDENT - METROPOLITAN VALUATION SERVICES

STEVEN J. SCHLEIDER Co-founded Metropolitan Valuation Services, Inc. to serve a broad- base of clients developed over his career in real estate.

As director for a national valuation and due diligence firm, the vast majority of appraisal assignments relating to the post-recession wave of major residential construction, development and re-adaptive use projects in the New York area were conducted under his supervision. Additionally, the significant large-scale multi-family complexes in the region for FannieMae and FreddieMac loan portfolios were appraised by his team.

Mr. Schleider's experience in real estate is broad and his assignments have included development strategies, valuation and/or feasibility studies for market-rate and subsidized rental facilities, nursing home, age-restricted and assisted-living residences, cooperative and condominium apartment buildings, development projects in various stages of approval; and, valuation modeling and consulting for various lower- and moderate-income housing programs involving LIHTCs and low floater rate tax exempt revenue bond financing. Mr. Schleider's experience with HUD-based programs includes numerous section 8 facilities, MAP, and rent comparability surveys. These activities have been conducted on behalf of investment firms, international and domestic pension funds, major industrial corporations, leading foreign and domestic financial institutions, individual investors and leading law firms. Additionally, Mr. Schleider has developed and conducted seminars relating to multi-family valuation issues for the New York State Housing Finance Agency.

Mr. Schleider is a designated member of the Appraisal Institute (MAI) and is certified by the State of New York and State of New Jersey as a real estate General Appraiser. Mr. Schleider received his Bachelor of Arts degree from Berklee College and has completed numerous graduate courses in finance and economics at the Bernard M. Baruch School of Business, City University of New York. He has served as President of the Associate and Affiliate Members Organization of the New York Metropolitan Chapter of the Appraisal Institute, and currently serves on the Chapter's Board of Directors and is the current Education Chair. Mr. Schleider is a member of the Real Estate Board of New York and currently serves on its Housing Committee and its Appraisal Committee.