

CONDOMINIUM OFFERING PLAN  
THE RIVER RIDGE CONDOMINIUM

78 Ridge Street, New York, New York  
=====

Total Amount of Offering  
46 Residential Units.....\$43,510,000

---

NAME & ADDRESS OF  
SPONSOR & SELLING AGENT

EAST SOHO CORP.  
21 Howard Street  
2d floor  
New York, N.Y. 10013

Date of Acceptance for Filing: August 23, 2007

Plan may not be used after August 22, 2008 unless amended.

SEE PAGE 1 FOR SPECIAL RISKS TO PURCHASERS

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

BECAUSE SPONSOR IS RETAINING THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL UNITS, THIS PLAN MAY NOT RESULT IN THE CREATION OF A CONDOMINIUM IN WHICH A MAJORITY OF THE UNITS ARE OWNED BY OWNED-OCCUPANTS OR INVESTORS UNRELATED TO THE SPONSOR. (SEE SPECIAL RISKS SECTION OF THE PLAN).

PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE BOARD OF MANAGERS UNDER THE TERMS OF THIS PLAN (SEE SPECIAL RISKS SECTION OF THE PLAN).

# TABLE OF CONTENTS

## PART I

|                                               | <b>PAGE</b> |
|-----------------------------------------------|-------------|
| Special Risks .....                           | 1           |
| Introduction .....                            | 5           |
| Certain Definitions .....                     | 11          |
| Description of the Property                   |             |
| And Improvements .....                        | 20          |
| Location and Area Information .....           | 23          |
| Offering Prices and Related                   |             |
| Information .....                             | 25a         |
| Estimated Property Taxes &                    |             |
| Estimated Carrying Charges .....              | 25b         |
| Notes to Schedule A .....                     | 26          |
| Projected Budget for First Year               |             |
| Of Condominium Operation .....                | 29          |
| Notes to Schedule B .....                     | 30          |
| Schedule B-1 Projected Budget for Individual  |             |
| Energy Costs .....                            | 36          |
| Compliance with Real Property Law 339 (i) ..  | 37          |
| Changes in Prices or Units .....              | 39          |
| Interim Leases .....                          | 42          |
| Procedure to Purchase .....                   | 43          |
| Assignment of Purchase Agreements.....        | 51          |
| Effective Date of Plan .....                  | 52          |
| Terms of Sale .....                           | 54          |
| Unit Closing Costs and Adjustments .....      | 58          |
| Rights and Obligations of Sponsor.....        | 62          |
| Control by Sponsor .....                      | 71          |
| Board of Managers .....                       | 73          |
| Rights and Obligations of Unit Owners ....    | 86          |
| Real Estate Taxes & Tax Status of Condominium | 97          |
| Opinions of Counsel .....                     | 100         |
| Counsel's Sec. J51 Tax Exemption Opinion...   | 103         |
| Reserve Fund .....                            | 104         |
| Working Capital Fund.....                     | 105         |
| Management Agreement .....                    | 106         |
| Identity of Parties .....                     | 107         |
| Report to Unit Owners .....                   | 109         |
| Documents on File .....                       | 110         |
| Sponsor's Statement of Building               |             |
| Condition Pursuant to Section 13              |             |
| N.Y.C.R.R. Part 20.3 gg .....                 | 111         |
| General .....                                 | 112         |

# **TABLE OF CONTENTS** **PART 2**

|                                                         | PAGE |
|---------------------------------------------------------|------|
| Agreement .....                                         | 114  |
| Power of Attorney .....                                 | 123  |
| Unit Deed .....                                         | 125  |
| Description of Property & Building Description..        | 129  |
| Floor Plans .....                                       | 141  |
| Real Property Law 339-kk.....                           | 215  |
| General Business Law 777-a.....                         | 216  |
| Escrow Agreement.....                                   | 217  |
| Attorney General Dispute Form.....                      | 222  |
| Declaration of Condominium .....                        | 226  |
| Schedule B Definitions .....                            | 244  |
| Schedule C to the Declaration of<br>Condominium .....   | 243  |
| By-Laws of the Condominium .....                        | 245  |
| Certifications                                          |      |
| Sponsor & Principals .....                              | 315  |
| Sponsor's Architect .....                               | 317  |
| Sponsor's Expert Concerning<br>Adequacy of Budget ..... | 319  |

### SPECIAL RISKS:

1. This Offering Plan provides that time is of the essence for Purchaser to cure any default under the Purchase Agreement within the applicable grace period. For further discussion, please see the section titled "*Procedure to Purchase.*" Time is of the essence means that if any default is not cured within the applicable grace period, Sponsor may elect (but is not obligated) to cancel the Purchase Agreement and retain the Down Payment, with interest, if any, as liquidated damages. In the event that the Purchase Agreement is cancelled, the Sponsor will have the right to sell the Unit to others as though the Purchase Agreement had never been made.

2. This Offering Plan provides that at the first annual meeting of the Condominium all Unit Owners, including Sponsor and Sponsor-designees, shall elect a new Board of Managers. Sponsor may have voting control of the Board of Managers if Sponsor and Sponsor-designee's as Unit Owners of Unsold Units are able to cast more than fifty (50%) percent of the votes. See Section titled "*Control by Sponsor.*"

Notwithstanding the foregoing, Sponsor and Sponsor-designees shall not control the Board of Managers upon the earlier of: (i) two (2) years from the date of the First Unit Closing; or (ii) whenever the unsold units constitute less than fifty (50%) percent of the Common Interest. A meeting shall be held to elect a new board unrelated to the Sponsor within 30 days after expiration of the control period. After two year period or the period when more than 50% of the units are sold, a majority of the board of managers must be owner occupants, or members of an owner occupant's household, who are unrelated to the Sponsor or its principals. For further discussion, please see the section titled "*Control by Sponsor and Summary of By-Laws.*"

3. This Offering Plan provides that until Sponsor and Sponsor-designees convey title to all Units but in no event later than two (2) years after the date of the First Unit Closing, Sponsor or Sponsor-designees have the right to veto any action of the Board of Managers to: (i) make any addition, alteration, improvement or change in or to the Common Elements, any Unit or the Building; (ii) assess any Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund; (iii) hire or replace any employee (in addition to the employees referred to in the Offering Plan); (iv) enter into, modify or terminate prior to the end of the term any management, service or maintenance contract; (v) borrow money on behalf of the Condominium; (vi) add to, delete from, modify or amend the Declaration, By-Laws, or Rules and Regulations of the Condominium, or; (vii) exercise a right of first refusal to lease or purchase a Unit; provided, however,



that Sponsor may not exercise veto power over expenses described in Schedule "B" or over expenses required: (i) to comply with applicable laws or regulations; (ii) to remedy any notice of violation; or (iii) to remedy any work order by an insurer. The Sponsor may not exercise veto power over expenses described in Schedule "B." Sponsor's power to veto other expenses ends 5 years after the closing of the first unit, or whenever the unsold units are less than 25% of the common interest, whichever is sooner. See Section titled "Control by Sponsor."

4. Purchaser's obligation to purchase his Unit is not contingent on securing financing, unless Purchaser and Sponsor execute a Financing Rider. Accordingly, each purchaser should inquire about the amounts, terms, costs, availability, and purchaser's eligibility for financing before signing and returning the Purchase Agreement in order to avoid the risk of losing his down payment.

5. *It is a special risk that deposits in excess of \$100,000.00 will not be federally insured in excess of \$100,000.00.* No representation is made as to the amounts, terms, conditions, or availability of such financing. See Section titled "Procedure to Purchase."

6. Sponsor may, at any time before and/or after the Declaration is recorded, change the layout, size, or number of the Units, and reapportion, among the Units affected by any such changes, their common interest, and no material change will be made in the size or quality of common elements, except by amendment to the Plan, and when applicable to the declaration. Sponsor reserves the right at any time, except to the extent prohibited by law, before and/or after the filing of the Declaration, without prior notice and without consent of any Board, prospective Unit Owner or Mortgagee to change the layout of, the number of rooms in the use of, or the size of (by combining Units or subdividing them into two or more separate Units) Units and to reapportion the Common Interest among the Units affected by any such changes. No change will be made in the size or number of units and/or their respective percentages of common interest, and no material change will be made in the size or quality of common elements except by amendment to the plan, and when applicable, to the declaration. Unless an affected purchaser consents, no material change will be made in unit size, layout, or percentage of common interest if a purchase agreement has been executed and delivered to the Sponsor for that unit and the purchaser is not in default. Unless all purchasers consent, no material change will be made in the size, and no material adverse change will be made in the quality of the common elements. See Section titled "Rights and Obligations of Sponsor."

The plan may not be declared effective unless bona fide purchasers (including investors) have signed purchase agreements for at least fifteen (15%) per cent of the units offered under the plan. In addition, Sponsor has the right to make bulk sales of Units and to sell any Unit to a Purchaser who does not intend to occupy same, but intends to lease such Unit to others. However, any lease made by a purchaser shall be subject to the right of first refusal in favor of the Board of Managers and Sponsor agrees that at the time of the First Unit Closing (as defined in this Plan), not less than fifteen (15%) percent of the Units will be conveyed by bona fide Purchase Agreements (which have been accepted by Sponsor) from Purchasers who intend to occupy (or have a family member or principal or employee of a Purchaser or its affiliate occupy) such Units. Purchasers need not occupy the Units they purchase. The Sponsor would need to amend the Offering to disclose any material changes such as the Sponsor's decision to offer less than the current number of Units or withhold one or more units for its own use. See Section titled "*Rights and Obligations of Sponsor.*"

7. Although the Sponsor is applying for real estate tax benefits, it is possible that the Sponsor will not obtain those benefits. The Sponsor does not and cannot guarantee that the Condominium will actually receive tax exemption or abatement benefits. See Section titled "*Real Estate Taxes.*"

8. The Sponsor is transferring to the Purchaser the obligation to pay New York City and New York State Real property Transfer Taxes. For a further discussion, see the Section entitled "*Closing Costs and Adjustments.*" New York State Transfer Tax is assessed at 4/10<sup>th</sup> of 1% of the gross consideration after adding the amount of the tax; New York City Transfer Tax is assessed at a rate of 1% on transactions with a gross consideration of less than \$500,000 after adding in the amount of the tax and 1.425% of the gross consideration of \$500,000 or more, after adding in the amount of the tax.

9. No bond or other security is given to secure the Sponsor's obligations under this Offering Plan. For a further discussion, see Section titled "*Rights and Obligations of Sponsor.*"

10. It is a special risk that the sponsor is not limiting the conditions under which it will rent rather than sell units. There is no commitment to sell more units than 15% percent necessary to declare the plan effective and owner-occupants may never gain effective control and management of the condominium. For a further discussion, see section titled "*Rights and Obligations of Sponsor.*"

11. It is a special risk that the units and the common

areas are heated by electric heat. See section titled "Introduction".

12. It is a Special Risk that the Recreation Room in the cellar rear may not be used as bedrooms, cooking space or living space and to do so could result in violations being posted by various City Agencies, including the New York City Department of Buildings, the New York City Department of Housing Preservation and Development, and the New York City Fire Department the building, which would be the responsibility of the individual unit owner to correct and remove.

## INTRODUCTION

### 1. The Property:

Sponsor presents this offering Plan with the intention of setting forth herein the material terms of the offering relating to the offering of condominium units at the premises located at 78 Ridge Street, New York, N.Y. on the north side Delancey Street. (The Land, Building, and Appurtenant Interests are hereinafter sometimes referred to as the Property and/or the Condominium.) The Offering Plan may be amended from time to time to reflect changes in the terms of the offering by filing an amendment with the New York State Department of Law and serving the amendment on Purchasers and Unit Owners.

The Condominium will be organized pursuant to, is subject to and complies with Article 9B of the New York Real Property Law, as amended, commonly known as the New York Condominium Act.

The Sponsor is East Soho Corp., a New York Corporation, with an address at 21 Howard Street, 2d floor, N.Y. 10013. The Sponsor acquired title to the property on May 29, 2003.

The Plan delivered to prospective purchasers contains all of the material terms of the transaction. Copies of 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, as for copying at a reasonable charge to prospective purchasers and their Attorneys at the site whenever the on site sales office is open and at the office of the Selling Agent or Sponsor.

### 2. The Building:

Sponsor is constructing the Building, which will consist of 6 floors a cellar. The cellar includes a laundry room, a compactor room and an electrical meter room which are part of the common areas, and recreation rooms and accessory storage rooms that are used in conjunction with units 1-A, 1-B, 1-C, 1-E, 1-F 1-G and 1-H which may not be used for sleeping, cooking or living. 46 Residential Units unit are being offered for sale.

There are no Parking Spaces.

The Common Areas are not offered for sale. The prices of the Units are stated in Schedule A. Sponsor 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, unless excused from such requirement pursuant to the provisions of this Offering Plan.

The Building will be of Class III non-fireproof construction. The Building will contain a lobby, a garage, a medical unit and 46 Residential Units. Prices of the Units are set forth on Schedule A of the Plan. The estimated completion date is August 1, 2007.

Sponsor reserves the right from time to time to amend the Offering Plan to offer such Units for sale.

### 3. The Units:

The Units are being offered as condominium units in accordance with this Offering Plan at the prices noted in the section titled "Schedule A." These prices have been established solely by Sponsor and are not subject to review or approval by the Department of Law or any other governmental agency.

It is the Sponsor's interest to sell all residential units. The Sponsor represents that it will endeavor in good faith to sell all units, rather than rent. If the Sponsor makes a bulk sale of some or all of its unsold units, the transferee successor Sponsor is bound by Sponsor's representation regarding its commitment to sell units. The Sponsor reserves the right to rent residential units, which cannot be sold at the offering price after a period of six (6) months.

The Purchaser of a Unit (Unit Owner) owns his or her Unit outright and is entitled to exclusive possession of that unit together with an interest in and right to use the common elements, and exclusive right to use limited common elements. Each Purchaser will own his or her Unit similarly in many respects to the manner in which a private homeowner owns a home. (References to gender in the Offering Plan shall be deemed to be 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 State of New York.) A Unit owner owns the Unit outright in fee and is entitled to the exclusive possession of the Unit. A 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 exterior walls and the roofs (collectively, called Common Elements). Each Unit Owner's proportionate share (Common Interest) of the Common Elements has been determined pursuant to New York Real Property Law Sections 339-i and 339-m. Unit Owners must pay Common Charges in accordance with the New York Condominium

Act, Real Property Law Sections 319(i) & (m). 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. Unit Owners have the exclusive right to use the limited Common Elements, which are appurtenant to their Unit. The storage area is a limited common element of each unit. There is a specific storage area for each unit delineated on the floor plan.

Each Unit Owner must comply with the Declaration, By-Laws, Rules & Regulations, and other requirements of the Condominium Board of Managers.

The Board of Managers has authority to manage the condominium, and Unit Owners vote for the Board of Managers.

Each Unit Owner is generally permitted to mortgage his or her Unit on the terms and in such amount as he or she chooses. A Unit is not subject to the lien of any mortgage placed by any other Unit Owner on his or her Unit.

A Unit Owner can sell or lease the Unit to anyone without or limitation, subject only to a right of first refusal by the Board of Managers of the Condominium to purchase such Unit at the same price and on the same terms such Unit Owner has been offered. However, Unit Owner can sell or lease their interest in their Unit to their Family Members or their Affiliates, as the case may be, without being subject to the right of first refusal. In the event of a proposed sale or lease, the Unit Owner shall give the Board of Managers (i) written notice of his or her intention to sell or lease the Unit and whether the purchaser or lessee is a Family Member or Affiliate, (ii) a fully executed copy of the contract of sale or lease, and (iii) a fee to the Board of Managers and/or Managing Agent to cover reasonable legal and other expenses in connection with the sale or lease of the Unit. The sale or lease of a Unit owned by Sponsor, any Sponsor-designee, or any partner of any entity affiliated directly or indirectly with Sponsor, shall be exempt from such right of first refusal and from the notification and fee requirements. This right of first refusal is further described in the section titled *"Rights and Obligations of Board of Managers and Summary of By-Laws."*

A Unit can be occupied by the Purchaser of the Unit and/or any Family Member, principal, or employee of Purchaser or its Affiliates.

A Unit Owner can alter and decorate the interior of the Unit as he or she desires, subject to local codes. A Unit Owner is obligated for the cost of his or her own interior decoration, maintenance, and repair after closing.

The Condominium Board does not have the right to approve or disapprove purchasers. There is no limit on the number of owners who may purchase for investment rather than personal occupancy, and there may always be a substantial percentage of owners who are non-residents.

After each Unit has been separately assessed, each Unit will be taxed as a separate tax lot for real estate tax purposes. 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 Sponsor, a Unit Owner, like a home owner, may deduct from his or her income for income tax purposes his or her real estate taxes and the interest paid on the mortgage encumbering the Unit(s) owned by him or her provided such Unit is used by the Owner as a principal or second home. Any purchaser who does not intend to use the Unit as a principal or second home should consult with his or her own tax adviser. The Board of Managers of the Condominium will assess charges (called Common Charges) against each Unit Owner for the Maintenance of the Common Elements and for the operating costs of the Property (called Common Expenses), as provided in New York Real Property Law Section 339-I and 339-m and as described in the subsection titled "*Notes to Schedule B.*"

Electricity, supplied to each Unit shall be individually metered. All charges for electricity consumed or used in each unit shall be payable directly to the utility company.

As previously stated, each Unit Owner will be responsible for maintaining his or her own Unit and for making repairs within his or her own Unit. Each Unit Owner may obtain, at his or her own cost, casualty, and liability insurance in connection with his or her respective Unit subject to the terms of the By-Laws. As described in the Notes to Schedule B, the cost of maintaining and repairing the Common Elements shall be shared by all Unit Owners. Each Unit Owner shall have the same rights of access to, use of and benefit of the Common Elements. The cost of maintaining and repairing the Limited Common Elements, other than structural repairs, shall be paid by the Unit Owner or Unit Owners with exclusive access to the Limited Common Element. The Board of Managers shall have the duty of obtaining casualty and liability insurance on behalf of the Condominium.

The plan delivered to prospective purchasers 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 and copying at a reasonable charge at the Department of Law. Also, the plan will be available for copying at a reasonable charge to prospective purchasers and their attorneys at the

site whenever the on site sales office is open and at the office of the selling agent or sponsor.

A Unit may be purchased by a natural person, corporation, partnership or limited liability company.

4. Board of Managers:

The Board of Managers of the Condominium shall be elected by the Unit Owners (including Sponsor and Sponsor designees as to Units owned by them) with the number of votes allocated to each Unit Owner determined by his or her percentage of Common Interest. The Board of Managers of the Condominium shall be elected by the Unit Owners (including Sponsor and Sponsor designees as to Units owned by them) with the number of votes allocated to each Unit Owner determined by his or her percentage of Common Interest. The Board of Managers shall have authority to manage and administer the affairs of the Condominium, including, without limitation, the determination of Common Charges and the adoption of Rules and Regulations covering the Condominium. Until Sponsor and Sponsor-designees convey title to all Units, but in no event later than five (5) years after the date of the First Unit Closing, Sponsor has the right to veto certain actions of the Board of Managers. Please see the section titled "*Rights and Obligations of the Board of Managers/Summary of By-Laws*" for further discussion.

5. Miscellaneous:

Units may be purchased either by natural persons 18 years of age or older or by a duly formed limited liability company, 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.

Parts I and II of the Offering Plan, including all Schedules, and Parts A, B, C and D of the Exhibits submitted to the Department of Law, constitute the entire offering of these condominium units and are intended to disclose all the material terms of the transaction. Parts A, B, C and D of the Exhibits will be available for inspection without charge and for copying at a reasonable charge by prospective Purchasers and their attorneys at the on site sales office at all times such office is open. All documents forming a part of this Offering Plan are important. It is suggested that you consult your own attorney or financial advisor before purchasing a Unit and provide such person with a copy of this Offering Plan.



THE PURCHASE OF A CONDOMINIUM 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 AN AGREEMENT TO PURCHASE A CONDOMINIUM UNIT.

**CERTAIN DEFINITIONS:**

- Affiliate - An Affiliate of, or Affiliated with, a specified corporation or partnership, shall mean a corporation or partnership that directly or indirectly, through one or more intermediaries, controls or is controlled by, or in under common control with, the corporation or partnership specified.
- Appurtenant Interest - With respect to any Unit, the undivided interest of the owner thereof, in and to: (i) the Common Elements; (ii) any other Units owned or leased at the time in question by the 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.
- Board of Managers - The governing board of the Condominium that represents the Unit Owners and manages the Condominium pursuant to the provisions of the By-Laws and of the Offering Plan. The Board is composed of representatives elected by Unit Owners voting in accordance with their respective percentages of Common Interest.
- Building - The structure known as The River Ridge Condominium constructed or being constructed at Delancey Street, New York, New York, which is on the north side of Delancey Street at the intersection of Ridge Street.
- By-Laws - Refers to the By-Laws governing the operations of the Condominium, the form of which is set forth in Part II of the Plan.
- Closings - Refers to the time, place and procedure by which fee title to the unit in question is conveyed to the Purchaser pursuant to a Purchase Agreement.

|                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Closing Date    | - Refers to date on which Closing occurs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Common Charges  | - Each Unit's proportionate share of the Common Expenses in accordance with its Common Interest.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Common Elements | <p>- All portions of the Property other than the Units, including without limitations:</p> <p>(a) The land on which the Buildings are located;</p> <p>(b) All foundations, columns, girders, beams, supports, bearing walls, exterior walls and roofs, attics, concrete and masonry at the exterior face of the Building; (b) those portions of the walls and partitions dividing the Units from exterior walls, corridors, stairs or other Units located beyond the center line of partitions enclosing the Units; and (c) the concrete floor and beams, including any framing attached to the structure from which Drywall ceiling is attached on the first floor and basement floor, (d) those portions of the exterior walls including and beyond the Unit side of the concrete block walls at the exterior face of the Building; and (e) the concrete floor to and including the underside of the concrete floor to and including the foundation; roofs, corridors, halls, stairs and stairway areas; lobbies; the area designated as Superintendent's storage area; storage and utility areas; all portions of the basement which are not included within a particular Unit; laundry facilities not located within a Unit and entrances to and exits from the Building; all other areas of the first floor;</p> <p>(c) Central and appurtenant installations for services such as electricity, steam, gas, hot and cold water, telephone, and</p> |

refrigeration which are not included in a particular Unit;

whenever the unsold units constitute less than fifty (50%) percent of the Common Interest. A meeting shall be held to elect a new board unrelated to the Sponsor within 30 days after expiration of the control period. After two year period or the period when more than 50% of the units are sold, a majority of the board of managers must be owner occupants, or members of an owner occupant's household, who are unrelated to the Sponsor or its principals (d) Any tanks, pumps, motors, fans, compressors, ducts sewer pipes and drainage pipes and in general all apparatus and installations existing for common use;

(e) Such facilities as may be designated as Common Elements in the Declaration including, without limitation the recreation room, the lobby and the laundry room; and

(f) All other parts of the Property necessary or convenient to its existence, maintenance, and safety, or normally in common use.

#### Common Expenses

(a) Expenses of operation of the Property, and

(b) All sums designated Common Expenses by or pursuant to the provisions of the New York Condominium Act, the Declaration or the By-Laws.

#### Common Interest

- The (i) proportionate, undivided interest in fee simple absolute or (ii) proportionate undivided leasehold interest 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 Renaissance Condominium. |
| Condominium Act       | - Article 9-B, Section 339-d to Section 339-ii of the Real Property Law of the State of New York, and the same may be amended from time to time.                                                                                                                            |
| Condominium Documents | - The Declaration, the By-Laws and the Rules and Regulations.                                                                                                                                                                                                               |
| Declaration           | - The instrument creating the Condominium, as may be amended from time to time, by which the Property is submitted to the provisions of the New York Condominium Act, the form of which is set forth in Part II of the Offering Plan.                                       |
| Down Payment          | - Refers to the money that a person desiring to purchase a Unit must deliver to the Sponsor at the time such person delivers an executed Purchase Agreement to the Sponsor.                                                                                                 |
| Family Members        | - The spouse, children (natural and adopted), stepchildren, grandchildren, siblings, parents, parents-in-law, grandparents, great-grandparents, aunts, uncles, nephews and nieces of a Unit Owner who reside in such Unit Owner's Unit.                                     |
| First Unit Closing    | - The first closing of title with a bona fide Purchaser of a Unit.                                                                                                                                                                                                          |
| Floor Plans           | - The floor plans of the Units certified by Harry Hong, P.E., H2 Consulting, PE, PC, filed in the Register's Office simultaneously with the recording of the Declaration, together with any supplemental floor plans thereto.                                               |

- Inspection Statement - A memorandum of work in which the Sponsor and Purchaser agree to the work Sponsor must perform or complete in or to the Purchaser's Unit and which obligations of Sponsor shall survive the closing of title to such Unit, the form of which is attached to the form of Purchase Agreement which is set forth in Part II.
- Institutional Mortgage - Any first mortgage covering any Unit that in a Permitted Mortgage and the initial holder of which in either Sponsor or a Sponsor designee or an institutional lender.
- Insurance Trustee - A bank or a trust company, in either event having both an office in the City of New York and a capital surplus and undivided profits of \$500,000,000.00 or more, from time to time appointed to serve as such by the Board of Managers.
- Land - All that certain tract, plot, piece and parcel of land situated, lying and being in the City of New York, County of New York and State of New York, as more particularly described in Exhibit A to the Declaration.
- Law - The laws and ordinances of any or all of the Federal, New York State, New York City, New York County and Borough of Manhattan, 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 - Parts of the whole which are owned as Common Elements, but the exclusive use of which is granted to a single Unit Owner including but not limited to roof terraces and balconies.

|                            |                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Majority                   | - As may be specified herein or in the Declaration or by the By-Laws with respect to any matter or matters, a majority of Unit Owners means more than fifty percent in Common Interest in the aggregate. 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 such percentage in Common interest in the aggregate. |
| Managing Agent             | - Refers to Longines Realty, or its successor in such capacity.                                                                                                                                                                                                                                                                                                                                                    |
| Mortgage Representatives   | - The representatives of the holders of all mortgages encumbering Units, designated by the holders of Institutional Mortgages in accordance with the terms of paragraph (B) of Section 8.6 of the By-Laws.                                                                                                                                                                                                         |
| Offering Plan              | - The document, as may be amended from time to time, filed with the New York State Department of Law which describes the Property and pursuant to which individual Units in the Condominium are offered for sale.                                                                                                                                                                                                  |
| 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         | - Any mortgage covering a unit that is placed thereon in compliance with the terms contained in Article 8 of the By-Laws.                                                                                                                                                                                                                                                                                          |
| Permitted Mortgagee        | - Any holder of a Permitted Mortgage at the time in question.                                                                                                                                                                                                                                                                                                                                                      |
| Person                     | - A natural person, corporation, partnership, association, trustee or other legal entity.                                                                                                                                                                                                                                                                                                                          |
| Power of Attorney          | - The document which is set forth in Part II of the Offering Plan,                                                                                                                                                                                                                                                                                                                                                 |

signed by Unit Owners, which appoints:

(i) the Board of managers as attorney-in-fact to acquire or lease, 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 and to amend the Declaration, and By-Laws as authorized therein, and

(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.

Property

- Includes the Land, the Building and all other improvements thereon, owned (subject to the title exceptions described herein) 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 Condominium Act.

Purchase Agreement

- Refers to the contract of purchase and sale for a Unit as set forth in Part II of the Offering Plan.

Purchaser

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

Recording Officer and  
Recording or Recorded

- Shall have the meanings stated in Section 290 of the New York Real Property Law.

Rules and Regulations

- The rules and regulations 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.

Selling Agent

- East Soho Corp. a New York Corporation with an office at 21 Howard Street, Suite 203, New York, N.Y. 10013

Special Assessments

- The charges allocated and assessed by the Board of Managers to the Unit Owners, pro rata in accordance with their respective interests (except as otherwise provided in the Declaration or in the By-Law), in accordance with paragraph (c) of Section 6.1 of the By-Laws.

Sponsor

- East Soho Corp. , a New York Corporation with an office at 21 Howard Street, Suite 203, New York, N.Y. 10013.

Sponsor-designee

- Any Person designated by Sponsor to hold title to any Unsold 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.

Unavoidable Delays

- Shall mean delays due to strike, lockout, or other labor or industrial disturbance (whether or not on the part of employees or contractors of Sponsor), civil disturbance, future order of any government, court or regulatory body claiming jurisdiction, war, act of the public enemy, riot, sabotage, blockade, embargo, shortage of or failure or inability to secure

materials or labor, or lightning, earthquake, fire, storm, hurricane, flood washout, explosion, act of God or any cause whatsoever beyond the reasonable control of Sponsor whether or not similar to any of the causes hereinabove stated; provided, however, that for purposes of this definition, lack of funds or inability to obtain financing shall not be deemed to be a cause beyond the control of Sponsor.

- Unit - Any apartment in the Building designated as a Unit and owned in fee simple absolute.
- Units - The Condominium contains forty six (46) Residential Units defined and located on floors numbered one (1) through six(6) and cellar which Units are more particularly described in Article 5 of, and Exhibit B to, the Declaration and in the Floor Plans.
- 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 owning a Unit in fee simple absolute. Collectively, Unit Owners means the respective owners of the Units.
- Unsold Units - Any Unit owned by Sponsor or Sponsor-designee at the time in question.

## DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS:

### 1. The Property:

The Property consists of 46 residential units and a lobby. It is a renovated building consisting of 6 floors, a and a cellar. It was acquired by the Sponsor on May 29, 2003. A detailed description of the property with specifications prepared by Harry Hong, P.E., of H2 Consulting, P.E., P.C. is included in Part II of the Offering Plan.

The Property will be improved and the building constructed in accordance with all applicable building and zoning laws and requirements, which apply. The applicable zoning resolutions are the zoning resolutions of the City of New York and the Building Code of the Building Department of the City of New York.

The entire project including all the units and the common elements will be completed on or about August 1, 2007.

The Property has a ground area of approximately 12,531.25 square feet. It is located on the north side of Delancey Street, at the corner of Ridge Street. It consists of approximately 100 feet of frontage along the north side of Delancey Street and the depth of the property is approximately 100 feet. No roads are being constructed by the Sponsor. It is designated as Tax Lot 343 in Block 75 & 42 of the Borough of Manhattan on the Tax Map of the City of New York. Prior to construction, the lot was improved by a multifamily residential building.

### 2. The Building:

Sponsor is re-constructing the Building, which will contain a cellar and six (6) floors. Portions of the first floor will be used as a lobby. The Building will contain forty-six (46) residential apartments, which will be located on floors numbered one (1) through six (6) and the cellar. There are no parking spaces.

The main entrance to the Building is at the first floor level at the corner of Pitt and Delancy Streets. The mail will be delivered to mail boxes in the lobby of the building. Deliveries will be made through the main entrance.

The common portions of the building will be heated by gas; individual apartments will have electric heat that they must pay for. Electricity supplied by Keyspan to each Unit shall be individually metered and billed. All charges for electricity consumed or used in the Common Areas and for gas

used in the common areas and water shall be collected by and payable to, the Board of Managers or its agent, as and when billed as part of Common Charges. It is a Special Risk that the individual apartments have electric heat.

The Building are being constructed in accordance with all applicable zoning and building laws, regulations, codes and other requirements of the New York City Building Code and applicable zoning requirements.

The approximate construction timetable for completion of the first Unit and substantial completion of the Common Elements is August 1, 2007.

3. The Units:

The floors in the Units will be hardwood, with granite tile in the kitchen. The basement floor will have concrete. The bathroom floors and the area around the bathtubs in a Unit will be granite tile and the bathroom sink will be vitreous china or its equivalent.

Each kitchen in a Unit shall contain ceramic tile floors, cabinets and counters, a range and refrigerator as set forth in greater detail in the section titled *"Description of Property and Specifications."*

Except as otherwise provided in the Offering Plan, Sponsor shall obtain either a temporary or permanent Class A. Certificate of Occupancy, which shall cover each Unit prior to the closing of title to such Unit. If a permanent Certificate of Occupancy has not been obtained by such closing, Sponsor is subsequently obligated to obtain same. For further discussion, see section titled *"Rights and Obligations of Sponsor."*

If, at the time of closing of title to a Unit, Sponsor has only obtained a temporary Class A Certificate of Occupancy covering such Unit, then Sponsor shall retain in the special escrow account required by GBL Section 352-e(2) (b) 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 Class A residential Certificate of Occupancy covering that Unit. Such escrow amount shall be released to Sponsor or its designee upon the obtaining of a permanent Class A residential Certificate of Occupancy covering such Unit and may be reduced from time to time based upon such architect's opinion of the remaining costs. Alternatively, Sponsor shall have the options 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.

It is a Special Risk that the building's common areas and the individual units utilize electric heat.

4. Security:

The Building will be secured by intercoms, buzzers and electric door releases. No representation, guaranty or warranty is made, nor assurance given, that the security systems and procedures will prevent personal injury or damage to or loss of personal property. While Unsold Units are being offered for sale or lease by Sponsor, there will be a greater number of visitors to the Building than may otherwise be the case. No representation is made as to when such selling or leasing activities will terminate. Neither Sponsor nor Managing Agent shall be liable or responsible for any personal injury or for any loss of or damage to personal property or any Unit or the Common Elements, which may result from a failure of the security systems and procedures.

## LOCATION AND AREA INFORMATION:

### 1. Location:

The Property is located at the north side of Delancey Street at the intersection of Ridge Street in Manhattan. It fronts approximately 100 feet on Delancey Street.

### 2. Surrounding Area:

The Property is located in a mixed residential and commercial area, consisting of apartment buildings and retail businesses. It is served by a number of schools and transportation facilities, some of which are listed below.

Within a few blocks of the Property are houses of worship, schools, and a large variety of retail establishments, including food markets, pharmacies, and restaurants.

### 3. Transportation:

The "J, M Z & F" subway lines stops at Delancey & Essex Street 6 blocks away. This line provides or connects to service into Manhattan, Queens, Bronx and Brooklyn.

There is bus service at the corner of Delancey Street and Essex Street, about 6 block away. Many bus lines stop along Delancey Street.

### 4. Recreational Facilities:

The nearest Park is Essex Street & Grand Street (8 Blocks) and offers tanning, jogging, cycling and public events. There are several playgrounds within the immediate area.

### 5. Schools and Religious Facilities:

Schools and houses of worship are located in close proximity.

Public schools include:

Elementary: P.S. 42 Benjamin Altman School (1/10<sup>th</sup> mile);

Junior High School: JHS 56, 220 Henry Street, New York, N.Y. 10002 (1/10<sup>th</sup> mile);

High School: Seward Park High School, 350 Grand Street, New York, N.Y. 10002 (1/10<sup>th</sup> mile).

6. Postal Office:

The nearest post office is at East Broadway between Allen Street and Essex Streets, 10 blocks away.

The zip code for the Property is 10002.

7. Public Libraries:

The nearest public library branch is at East Broadway between Catherine Street & Broome Street, 14 blocks away.

8. Medical:

The nearest hospital is: Gouverneur Hospital. (6 blocks).

9. Shopping:

Staple food items can be purchased in the immediate vicinity. Specialty food shops, delicatessens and stationary stores are nearby on Delancey Street. The major Shopping streets are on Delancey Street all within 5 blocks.

10. Police, Fire, Water, Sanitation, Snow Removal  
And Road Maintenance Service:

These services are provided by the City of New York and all charges (except water) are incorporated in the City Tax. The nearest Police Station is a station of the 7<sup>th</sup> Precinct located at 19 ½ Pitt Street (approximately 2 blocks). The nearest Fire Department is at Pitt Street and Delancey Street, about two blocks away.

11. Banks:

The following banks are located in the vicinity of the Property:

Chase Manhattan Bank, Delancey Street & Essex Street (6 blocks);

Banco Popular, Houston Street & Ridge Street, New York, New York (3 blocks).

12. Zoning:

The Property is located in a R-7-2 zone An R-7-2 zone is a district permitting residential housing.







| RIVER RIDGE CONDOMINIUM<br>OFFERING PRICES & RELATED INFORMATION<br>FOR THE PERIOD FROM JANUARY 1, 2008 TO DECEMBER 31, 2008 |            |             |              |             |       |             |              |              |              |
|------------------------------------------------------------------------------------------------------------------------------|------------|-------------|--------------|-------------|-------|-------------|--------------|--------------|--------------|
| Estimated Carry Charges                                                                                                      |            |             |              |             |       |             |              |              |              |
| Unit                                                                                                                         | With J-51  | Per Year    | Without J-51 | Per Year    | Unit  | With J-51   | Per Year     | Without J-51 | Per Year     |
| No.:                                                                                                                         | Per Month  | Per Year    | Per Month    | Per Year    | No.:  | Per Month   | Per Year     | Per Month    | Per Year     |
| 1A                                                                                                                           | \$1,736.30 | \$20,835.60 | \$1,882.69   | \$22,592.28 | 4A    | \$684.66    | \$8,215.92   | \$742.37     | \$8,908.44   |
| 1B                                                                                                                           | 2,788.76   | \$38,465.12 | 3,023.81     | \$36,285.72 | 4B    | \$450.87    | \$5,410.44   | \$488.88     | \$5,866.56   |
| 1C                                                                                                                           | 1,816.28   | \$21,795.36 | \$1,969.35   | \$26,632.20 | 4C    | \$517.67    | \$6,212.04   | \$561.30     | \$6,735.60   |
| 1D                                                                                                                           | 2,634.14   | 31,609.68   | \$2,856.17   | \$34,274.04 | 4D    | \$513.50    | \$6,162      | \$556.78     | \$6,681.36   |
| 1E                                                                                                                           | \$2,062.24 | \$24,746.88 | \$2,236.07   | \$26,832.84 | 4E    | \$555.24    | \$6,662.88   | \$602.04     | \$7,224.48   |
| 1F                                                                                                                           | \$1,870.10 | \$22,441.20 | \$2,027.74   | \$24,332.88 | 4F    | \$446.70    | \$5,360.40   | \$484.35     | \$5,812.20   |
| 1G                                                                                                                           | \$1,590.95 | \$19,091.40 | \$1,725.01   | \$20,700.12 | 4G    | \$446.70    | \$5,360.40   | \$485.35     | \$5,812.20   |
| 1H                                                                                                                           | \$1,348.51 | \$16,182.12 | \$1,462.16   | \$17,545.92 | 4H    | \$513.50    | \$6,162      | \$556.78     | \$6,681.36   |
| 2A                                                                                                                           | \$1,039.52 | \$12,474.24 | \$1,127.14   | \$13,525.68 | 5A    | \$1,356.81  | \$16,281.60  | \$1,471.16   | \$17,653.92  |
| 2B                                                                                                                           | \$1,018.64 | \$12,223.68 | \$1,104.50   | \$13,254    | 5B    | \$450.87    | \$5,410.44   | \$488.88     | \$5,866.56   |
| 2C                                                                                                                           | \$710.21   | \$8,522.52  | \$770.03     | \$9,240.36  | 5C    | \$517.67    | \$6,212.04   | \$561.30     | \$6,735.60   |
| 2D                                                                                                                           | \$605.34   | \$7,264.08  | \$656.36     | \$7,876.32  | 5D    | \$513.50    | \$6,161      | \$556.78     | \$6,681.36   |
| 2E                                                                                                                           | \$605.34   | \$7,264.08  | \$656.36     | \$7,876.32  | 5E    | \$555.24    | \$6,662.88   | \$602.04     | \$7,224.48   |
| 2F                                                                                                                           | \$793.71   | \$9,524.54  | \$860.06     | \$10,320.72 | 5F    | \$446.70    | \$5,360.40   | \$484.35     | \$5,812.20   |
| 2G                                                                                                                           | \$663.79   | \$7,965.48  | \$719.74     | \$8,636.88  | 5G    | \$446.70    | \$5,360.40   | \$484.35     | \$5,812.20   |
| 2H                                                                                                                           | \$738.93   | \$8,867.16  | \$801.22     | \$9,614.64  | 5H    | \$513.50    | \$6,162      | \$556.78     | \$6,681.36   |
| 2I                                                                                                                           | \$759.61   | \$9,115.32  | \$823.85     | \$9,886.20  | 6A    | \$939.32    | \$11,271.84  | \$1,018.50   | \$12,222     |
| 2J                                                                                                                           | \$675.39   | \$8,104.68  | \$683.52     | \$8,202.24  | 6B    | \$893.40    | \$10,720.80  | \$968.70     | \$11,624.40  |
| 3A                                                                                                                           | \$1,047.87 | \$12,574.44 | \$1,136.19   | \$13,634.28 | Total | \$10,762.55 | \$129,149.48 | \$11,670.69  | \$140,036.28 |
| 3B                                                                                                                           | \$1,108.64 | \$12,223.68 | \$1,104.50   | \$13,254    |       |             |              |              |              |
| 3C                                                                                                                           | \$705.54   | \$8,466.48  | \$765        | \$9,180     |       |             |              |              |              |
| 3D                                                                                                                           | \$605.34   | \$7,264.08  | \$656.36     | \$7,876.32  |       |             |              |              |              |
| 3E                                                                                                                           | \$673.99   | \$7,367.88  | \$665.42     | \$7,985.04  |       |             |              |              |              |
| 3F                                                                                                                           | \$793.71   | \$9,524.54  | \$860.06     | \$10,320.72 |       |             |              |              |              |
| 3G                                                                                                                           | \$667.96   | \$8,015.52  | \$724.26     | \$8,691.12  |       |             |              |              |              |
| 3H                                                                                                                           | \$793.11   | \$8,917.32  | \$805.74     | \$9,668.88  |       |             |              |              |              |
| 3I                                                                                                                           | \$759.61   | \$9,115.32  | \$823.85     | \$9,886.20  |       |             |              |              |              |
| 3J                                                                                                                           | \$617.86   | \$7,414.32  | \$670.00     | \$8,040     |       |             |              |              |              |

## NOTES TO SCHEDULE A

1. The number of rooms listed for each Unit has been calculated and is based upon the following systems studio apartment equals 2.5 rooms; 1 bedroom equals 3.5 rooms; 2 bedrooms equals 4.5 rooms and 3 bedrooms equals 5.5 rooms. The floor plans are included in the plan in Part II.

2. Offering prices are negotiable and subject to change. See section titled "*Changes in Prices or Units.*" In addition to the purchase price, Purchaser will be responsible at Closing for certain other expenses as explained in the section titled "*Closing Costs and Adjustments.*" While general guidelines to certain expenses of Purchaser are approximated in such section, Sponsor is unable to approximate the total amounts which will be incurred by Purchasers because these will vary according to such factors as the cost and size of a particular Unit, whether mortgage financing is obtained and Purchaser's attorney's fees. Purchasers are advised to consult with their attorney as to the exact closing costs they will incur in purchasing their Unit.

3. The percentage of Common Interest allocated to each Unit is based upon the floor space, which allocation is provided for in Section 339-i(1)(ii) of the Real Property Law. The aggregate Common Interest of all Units equals 100%.

4. These estimates are based upon the Projected Budget for First Year of Condominium Operation, which was prepared for the fiscal year commencing August 1, 2007, and which appears in Schedule B of the Offering Plan. The actual first year of operation may be earlier or later than that year. These estimates do not include the cost of electricity or heat, which is consumed in each Unit. Electricity and heat used by each Unit shall be individually metered and billed to the Unit Owner by the utility company. Please see Schedule B-1 for individual utility charges.

In addition to these estimated Common Charges, each Unit Owner will be responsible for paying: (i) mortgage payments under any loan or loans obtained to finance the acquisition of his or her Unit; (ii) the cost of electricity and heat, supplied to his or her Unit; which electricity, shall be individually metered and billed by and payable to the utility company; (iii) the cost of painting and decoration of his or her Unit; (iv) the cost of interior repairs to and the maintenance of his or her Unit, including but not limited to, repairs to and maintenance of the exposed face of all walls, ceilings and floors and all kitchen and bathroom fixtures and appliances installed therein by the Sponsor pursuant to this Offering Plan; (v) the cost of any insurance that he or she

obtains covering (a) furniture, belongings, equipment and other personal property and (b) liability to others for personal injury or property damage as a result of occurrences in his or her Unit; and (vi) real estate taxes. Unit Owners of Units with appurtenant Limited Common Elements are also responsible for the non-structural maintenance and repairs of such Limited Common Elements.

5. Projected Monthly Real Estate Taxes:

After the condominium is divided into separate tax lots, each unit will be taxed as a separate tax lot for real estate purposes and the unit owner will not be responsible for the payment of, nor will the unit be subject to, any lien arising from the nonpayment of taxes on other units. The projection assumes that the real estate taxes will be apportioned to the Units according to the proportion that each Unit's percentage of Common Interest bears to the aggregate Common Interest of all Units. No assurances can be given that this method of apportionment of real estate taxes will be used by the City of New York taxing authorities. The real estate taxes are based on a projected assessed valuation of the premises for the 2007/2008 tax year of \$2,500,000 tax liability from July 1, 2007 to December 31, 2008 is estimated at \$295,937. The tax rate used to calculate projected real estate taxes is 12.737%.

As set forth in, greater detail in the Section of the Offering Plan entitled "Tax Exemption Benefits" and in Part II, Exhibit I, Sponsor will apply under Section J-51 of the Administrative Code. Sponsor anticipates that it will complete construction on or before July 1, 2007 and that the tax exemption benefits will commence July 1, 2008 and continue for up to six (6) years.

The assessed valuation after completion of improvement is estimated by Jerome Mazursky of The Mazursky Group, Inc., NYS Licensed Real Estate Appraiser, to be:

|           |             |
|-----------|-------------|
| Lands:    | \$ 500,000  |
| Building: | \$2,000,000 |
| Total     | \$2,500,000 |

If the J-51 tax exemption is granted, the benefits would begin no earlier than January 1, 2008, and should continue for a period of six (6) years.

Please consult the sections of the Plan titled "Tax Exemption Benefits" and "Counsel's Real Estate Tax Benefits Opinion" for further discussion. As noted in the section entitled "Real Estate Taxes." See "Tax Exemption Benefits opinion" of Thomas E. Berinato.

If the Units have not been separately assessed for real estate tax purposes prior to the First Unit Closing, Sponsor will escrow with the Board of Managers an amount sufficient to pay real estate taxes for all units for six months from the first unit closing, or until the units are separately assessed, whichever is shorter. The Board of Managers will pay the real estate taxes from this escrow account as they become due and payable. At each Unit closing, real estate taxes will be adjusted between Sponsor and the Unit Purchaser through the end of the tax payment period within which the Closing occurs. If no separate Unit apportionment has yet occurred, such adjustment shall be on the basis of the percentage of Common Interest attributable to such Unit. See section titled "*Closing Costs and Adjustments*" for further discussion. It is a *Special Risk* that the Condominium may not receive real estate tax benefits.

The tax deduction may vary in future years due to changes in the interest rate on the unit owner's mortgage (if any) or from changes in the allocation of constant debt service payments to interest and principal, or due to changes in real property taxes resulting from expiration of real estate tax benefits, or from changes in assessed value, the tax rate, or the method of assessing real property.

6. Monthly Carrying Charges:

This figure is the sum of (i) projected monthly Common Charges and (ii) the projected monthly real estate taxes. In addition to the projected monthly Common Charges and any real estate taxes, the Unit Owner will be responsible for repairs to the interior of the Unit and separately metered electricity. If a Unit Owner obtains financing, the debt service on such financing will be an additional monthly expense. Under present law each Unit Owner, (if he or she itemizes deductions), will be entitled to a deduction for the interest component of any such debt service if the Unit is used as a primary or secondary home as well as for his or her real estate taxes. Any Purchaser who does not intend to use the Unit as a principal or second home should contact his or her tax advisor. See section titled "*Opinion of Counsel*."

PROJECTED BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATION  
SCHEDULE B  
BEGINNING January 1, 2008

PROJECTED INCOME

|                |           |
|----------------|-----------|
| Common Charges | \$198,000 |
|----------------|-----------|

PROJECTED EXPENSES

|                    |          |
|--------------------|----------|
| Labor              | \$0      |
| Heat in Hallway    | \$5,810  |
| Electricity        | \$62,472 |
| Gas for Hot Water  | \$21,707 |
| Water/Sewer        | \$21,068 |
| Repair/Maintenance | \$ 5,000 |
| Legal/Audit        | \$10,000 |
| Insurance          | \$36,000 |
| Management Fee     | \$27,600 |
| Contingency        | \$ 5,343 |
| Elevator           | \$ 3,000 |

|              |                  |
|--------------|------------------|
| <b>TOTAL</b> | <b>\$198,000</b> |
|--------------|------------------|

Note: Sponsor represents that if at a future date prior to the First Unit Closing the Offering Plan must be amended to include a revised projected budget and such amended projections exceed the projections set forth above by twenty-five (25%) percent or more, each Purchaser shall have the right, for fifteen (15) days subsequent to the date of mailing or personal delivery of a copy of such amendment to him or her, to rescind his or her Purchase Agreement, and, if not otherwise in default, have his or her Down Payment refunded. If the anticipate commencement date of the condominium operation is delayed more than 6 months, the plan must be amended to include the revised budget. Sponsor has attempted to make accurate estimates. However, due to inflation, changes in the economy and unforeseen factors, it is likely that actual expenditures will differ from estimate set forth herein.

THE ACCOMPANYING NOTES, WHICH FOLLOW THIS SCHEDULE B, ARE AN INTEGRAL PART HEREOF AND SHOULD BE READ IN CONJUNCTION HEREWITH.

## NOTES TO SCHEDULE B

1. Common Charges:

Common Charges represent each Unit's proportionate share of the Common Expenses.

2. Labor:

The condominium will have no employees. Super services will be provided by the management company.

3. Heating and Hot Water:

Heat for the Units are paid for by individual unit owners. Hot water is provided as a common expense. Water is heated by gas and heat is furnished through combined electric powered heating and air conditioning units. See Schedule B-1 for individual heating cost estimates.

4. Utilities (Gas & Electric):

The cost of electricity and heat for the lobby and hallways, stair landings and exterior of the building, for the elevator, water pump, lighting exhaust fans and heating ventilation unit will be a common expense. It assumes usage of 252,412 kilowatt hours per month at a rate of \$.2475 per kilowatt hour. It is based on a projection by EJC Engineering, PLLC, 136-21 Roosevelt Avenue, Suite 211, Flushing, N.Y. 11354 based on rates in effect on June 4, 2007.

This projection includes sales taxes.

It is not possible to predict how closely the budgeted figure or the estimated electric energy cost for each Unit will reflect the actual expenses for electricity to be incurred during the first year of condominium operation because such expenses will vary with the level of consumption and the cost of electricity. Electricity is generated by the utility company by means of fuel oil as the primary energy source. In view of fluctuations in oil production by certain nations of the Organization of Petroleum Exporting Countries (OPEC) and unpredictable rate increases imposed from time to time by one or more members of OPEC, it is likely that the cost of fuel oil used to generate electricity will increase in the future. Consequently, it is likely that electric rates will increase, although it is not possible to forecast the amount or timing of such increase. It is believed that



the projected figure should be sufficient to cover any reasonable increase in the cost of electricity resulting from the foregoing during the first year of condominium operation.

Cooking Gas is paid for by the individual unit owners.

Hot water consumption is paid for as a common expense. The cost of gas for heating water for individual apartments as well as for heating and ventilation of the public corridors is estimated at \$27,517 per year and assumes that 12,144 Therms of gas will be used to heat water for use in apartments and 3,250 Therms of Gas will be used to heat the hallways. The cost per Therm is estimated at \$1.7875. It is based on a projection by EJC Engineering, 136-21 Roosevelt Avenue, Suite 211, Flushing, N.Y. 11354 based on rates in effect on June 4, 2007.

5. Water and Sewer:

This figure is based upon rates in effect in June 4, 2007. It is based on an estimate by EJC Engineering, PLLC, 136-21 Roosevelt Avenue, Suite 211, Flushing, N.Y. 11354. It assumes 200 gallons of water consumed per apartment per day at a rate of \$4.69 per 100 Cubic Feet.

6. Repairs and Maintenance:

The figure does not include maintenance and repair expenses within each Unit. Such expenses are the obligation of the Unit Owner. The budgeted amount is based on normal maintenance and repairs and is designed to cover normal maintenance and repair costs associated only with the Common Elements, such as interior repairs, roof repairs, repairs to exterior walls, foundations, windows, doors and locks, plumbing repairs, electrical repairs, janitor supplies and painting of common areas. The amount is based on the experience of the Managing Agent in managing a new construction Building of comparable size, quality, and amenities. No provision has been made to cover the cost of any major capital expenditure. If such expenditure is required, each Unit Owner will be obligated to pay his or her pro rata share of such expenditure.

7. Legal and Accounting:

The legal and accounting expenses are for legal consultation, accounting and auditing. The accounting quotation is based on a fee quotation of \$6,000.00 from Abraham Q. Mak, CPA, 401 Broadway, New York, N.Y. 10013 dated February 12, 2007. It includes preparation of audited financial statements and tax returns. \$4,000 is budgeted for legal services in the event the corporation desires to retain an attorney to attend the annual meeting, and for the

provision of minor legal services, taking no more than 20 hours to complete.

8. Insurance:

The Condominium must have public liability insurance at closing. The budgeted amount for insurance, provided by Reno Consulting Group, Inc., 4715 8<sup>th</sup> Avenue 2d floor, Brooklyn, N.Y. 11220 is for the following coverages and is based upon premium costs from August 1, 2007 to July 31, 2008.

| <u>Type of Coverage</u>                     | <u>Amount of Coverage</u>                                    |
|---------------------------------------------|--------------------------------------------------------------|
| Building, All Risk<br>\$1,000.00 deductible | \$13,500,000                                                 |
| Comprehensive General Liability             | \$1,000,000 each occurrence<br>\$2,000,000 general aggregate |
| Fire Damage legal liability                 | \$100,000.00                                                 |
| Bodily Injury                               | \$1,000,000                                                  |

Total Premium of the above is estimated at \$36,000 as of January 25, 2006.

The Sponsor represents that it shall initially provide on behalf of the Condominium at the Condominium's expense, to be effective at the First Unit Closing, insurance in the amounts and for the coverage as set forth above.

The following will be named insured on the afore-described property insurance: the Board of Managers, each officer thereof, each Unit Owner, each Permitted Mortgagee, Sponsor and Managing Agent. There will be no cancellation without notice to each of the named and additional insured.

Comprehensive general liability insurance includes coverage for bodily injury and property damage caused by objects falling from balconies or terraces, but does not cover Unit Owner for his or her own negligence.

Fire and casualty insurance includes coverage for damage to all Common Elements, including, without limitation, damage to all walls, ceilings and floors in the Units (other than those walls, ceilings and floors erected by a Unit Owner other than Sponsor) as finished by the Sponsor in accordance with the section titled "Description of Property and Specifications" and all kitchen and bathroom fixtures and appliances installed therein by Sponsor as described in said section. The property coverage will be written on a replacement cost agreed amount basis. This coverage will

prevent the Condominium from becoming a co-insurer in the event of fire or other casualty.

Coverage for director's and officer's liability, rent insurance, water damage, elevator collision, boilers and machinery, auto liability, garage keeper's liability and a fidelity bond is not included, and may be available for an extra cost.

The policy will contain a waiver of subrogation, a waiver of defense based upon the acts of the insured and Unit Owners and a waiver of any pro rata reduction if additional Unit Owners obtain coverage. Sponsor represents that the amount of insurance described above is adequate to cover the replacement of the Building in the event of loss and is adequate to avoid the Condominium association from being a co-insurer.

No coverage is provided for such risks as fire and casualty losses to the contents of each individual Unit, except stated above, nor does the coverage take into account any future replacements, improvements or additions to either the Units or the fixtures and improvements contained therein. In addition, no liability coverage for an individual Unit Owner arising from any occurrence due to his or her negligence Unit is included in the coverage described above. PURCHASERS SHOULD OBTAIN THEIR OWN INSURANCE FOR RISKS OF FIRE AND CASUALTY LOSSES.

In recent years, premiums for insurance (especially fire and liability insurance) have increased significantly. It is not possible to predict whether future premiums will continue to escalate at the sum substantial rate or will level off. Although the projection is believed to be reasonable, no budget item is warranted. For further discussion of insurance coverage, please see the section titled "*Obligations of Unit Owners.*"

The terms of the insurance will provide that (1) each owner is an additional insured party, and (2) there will be no cancellation without notice to the Board of Managers.

9. Management Fees:

At the first Unit Closing, the Board of Managers will assume the Management Agreement with Longines Realty for a term of one year at a cost of \$27,600. For further description, please see the section titled "*Management Agreement.*"

10. Contingency:

The contingency, which is approximately three percent (3%) of the budget, provides a fund for possible expenses not included in the projected budget or possible increases in one or more categories of operating expense beyond the projected amounts. There can be no assurance that such fund will be sufficient to pay for major capital repairs or replacement items, which may be needed within the first five years of condominium operation. If additional funds are required over and above these funds, it may be necessary to increase Common Charges or separately assess all Unit Owners. In the event of any material change in the budget, this Offering Plan will be amended.

At the First Unit Closing, Sponsor and the Board of Managers will apportion various items of operating income and expenses. If as a result of these apportionment's the net credit is in favor of Sponsor, such amount shall be paid by the Board of Managers, pursuant to a promissory note by the Board of Managers to Sponsor bearing no interest. The promissory note shall be paid by applying the one month's common charge paid by each Purchaser, at the closing of title to each respective Unit, as a contribution to working capital. Sponsor is hereby authorized to endorse the Working Capital Contribution checks payable to the Board of Managers over to Sponsor and to apply such payments to the promissory note without any further action of the Board of Managers. Because of this method of payment, these payments are not included in this projected budget, although they represent, in effect, payment of certain expenses reflected in this projected budget that have been prepaid by Sponsor. In the event that the funds in the contingency reserve are not sufficient to satisfy the promissory note, then the Condominium shall pay the promissory note in full no later than the first anniversary of the First Unit Closing. For further description, please see the section titled "*Closing Costs and Adjustments.*"

IN THE OPINION OF THE MANAGING AGENT (SET FORTH IN THE SECTION TITLED "CERTIFICATION OF SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET," IN PART II OF THIS OFFERING PLAN), THE PROJECTED RECEIPTS APPEAR REASONABLE AND ADEQUATE BASED ON PRESENT PRICES (ADJUSTED TO REFLECT CONTINUED INFLATION AND PRESENT LEVELS OF CONSUMPTION FOR COMPARABLE UNITS SIMILARLY SITUATED) TO MEET THE ESTIMATED EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION, ASSUMING SUCH FIRST YEAR TO BE THE YEAR COMMENCING JANUARY 1, 2008. THE FOREGOING BUDGET, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE BY ANYONE THAT THE ANNUAL COMMON CHARGES OR COMMON EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY BY THE BOARD OF MANAGERS WILL BE AS SET FORTH IN THE SAID PROJECTED BUDGET. IT IS LIKELY THAT THE ACTUAL COMMON EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION WILL VARY FROM THE AMOUNTS SHOWN IN THE PROJECTED BUDGET.

SPONSOR HAS RESERVED THE RIGHT TO ENTER INTO SERVICE, MAINTENANCE, EMPLOYMENT, CONCESSIONAIRE AND OTHER AGREEMENTS THAT WILL BE BINDING ON THE BOARD OF MANAGERS ON COMMENCEMENT OF CONDOMINIUM OPERATION. HOWEVER, SPONSOR MAY NOT ENTER INTO ANY BINDING SERVICE OR MAINTENANCE CONTRACT THAT WILL MATERIALLY INCREASE THE FIRST YEAR'S ESTIMATED COMMON CHARGES.

**SCHEDULE B-1**  
**Projected Budget for Individual Energy Costs.**

The average yearly charge for gas and electricity for a Unit has been estimated by EJC Engineering, PLLC, 136-21 Roosevelt Avenue, Suite 211, Flushing, NY 11354 as follows, based on the rates in effect on June 4, 2007:

Unit electricity costs for heating, electrical appliances and air conditioning are as follows: For all one bedroom units (assumes 13,200 KWH per year usage) \$2,884 per year. For all two bedroom units (assumes 17,000 KWH per year usage) \$3,693 per year. Gas costs for cooking are as follows: (assumes 219 therms) \$392 for all units. The cost per Therm is estimated at \$1.7875. It is based on a projection by EJC Engineering, PLLC, 136-21 Roosevelt Avenue Suite 211, Flushing, N.Y. 11354 based on rates in effect on June 4, 2007, which includes sales tax and a 10% inflation factor.

The energy costs estimated for individual units are summarized below:

| Unit No.:                          | Gas       |          | Electricity |          |
|------------------------------------|-----------|----------|-------------|----------|
|                                    | Per Month | Per Year | Per Month   | Per year |
| 1<br>Bedroom<br>Units <sup>1</sup> | \$32.66   | \$392    | \$240.33    | \$2,884  |
| 2<br>Bedroom<br>Units <sup>2</sup> | \$32.66   | \$392    | \$307.75    | \$3,693  |

<sup>1</sup> One Bedroom Units are As Follows: 1A, 1B, 1E, 2A, 2B, 2C, 2D, 2E, 2H, 2I, 2J, 3A, 3C, 3D, 3E, 3H, 3I, 3J, 4B, 4C, 4D, 4E, 4F, 4G, 4H, 5B, 5C, 5D, 5E, 5F, 5G, 5H.

<sup>2</sup> Two Bedroom Units are as follows: 1C, 1D, 1F, 1G, 1H, 2F, 2G, 3B, 3F, 3G, 4A, 5A, 6A, 6B.

COMPLIANCE WITH  
REAL PROPERTY LAW 339-i (1) (ii)

The basis for projecting the share of expenses attributable to each unit is as authorized by Real Property Law Section 339-i (1) (ii). The common elements and share of expenses are based on floor space.

The common charges payable by each unit owner are sufficient to cover the expenses attributable to such units.

SEE ATTACHED LETTER

LONGINES REALTY  
185 Canal Street  
New York, N.Y. 10013  
Licensed Real Estate Broker  
(212) 941-9680  
Fax (212) 941-9707

June 4, 2007

Real Estate Financing Bureau  
New York State Department of Law  
120 Broadway  
New York, NY 10279

RE: The River Ridge Condominium  
78 Ridge Street  
New York N.Y. 10002

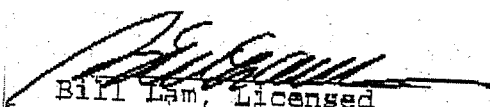
Dear Sir/Madam:

I have been in the real estate business and been involved with all classes of real property for over 10 years. I am a New York State Licensed Real Estate Broker.

The method used for assigning percentage of common interest to each condominium unit is provided in Section 339-I of the New York Real Property Law.

Section 339-i (1)(ii) states, in part, that each unit's appurtenant common interest shall be "in the approximate proportion that the floor area of the unit at the date of the declaration bears to the aggregate floor area."

In my opinion, this method was properly used in determining percentage of common interest for the subject condominium.

  
Bill Lam, Licensed  
Real Estate Broker



## CHANGES IN PRICES OR UNITS

### 1. Changes in Prices:

Sponsor reserves the right, at any time and from time to time before and after the recording of the Declaration, without prior notice and without the consent of any Board, Unit Owner or mortgagee, to change the price, including, without limitation, the manner of payment thereof and other terms of sale of any Unit, except that no such change with respect to any Unit for which a Purchase Agreement is then in effect may be made without the consent of the Purchaser. As set forth in the Notes to Schedule A, offering prices are negotiable and subject to change. The offering prices set forth in Schedule A must be changed by a duly filed amendment to this Offering Plan when the change in 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. Sponsor may, however, sell one or more Units to a Purchaser at prices lower than those set forth in Schedule A without filing an amendment to this Offering Plan. As a result of the negotiability of offering prices and the right to change them, certain Purchasers may pay or may have paid more or less than other Purchasers under this Offering Plan for similar Units. However, no change in price will affect the percentage of Common Interest allocated to a Unit.

### 2. Changes in Units:

Sponsor reserves the right (except to the extent prohibited by law) at any time and from time to time, before the recording of the Declaration, without prior notice and without the consent of any Board, Unit Owner or mortgagee, to (i) change the layout of, or number of rooms in, any Unsold Unit, (ii) change the size and/or number of Units or Unsold Units by subdividing one or more such Units into two or more separate Units, combining separate Units or Unsold Units including those resulting from such subdivision or otherwise) into one or more Units, altering any boundary walls between one or more Units or Unsold Units or otherwise and (iii) if appropriate, reapportion among the Units or unsold Units affected by any such change, their Common Interests. Notwithstanding the foregoing, unless the Purchaser consents thereto or unless such change will not alter the Common Interest of such Unit, no such change will be made with respect to any Unit for which a Purchase Agreement is then in effect and with respect to which the Purchaser is not in default provided, however, that all such changes to Units which are made shall be made only upon terms and conditions acceptable to Sponsor, in its sole discretion. The Common Interest of a Unit may change if there is a change in the ratio of the floor area of such Unit to the total floor area

of all Units, reflecting, however, the substantially exclusive advantages, if any, enjoyed by one or more but not all Units in a part or parts of the Common Elements.

No changes will be made in the size or number of Units, and/or their respective percentage of Common Interest and no material change will be made in the size and quality of common elements, except by amendment to the plan, and when applicable, to the Declaration.

Unless an affected purchaser consents, no material change will be made in the size, layout or percentage of common interest if a Purchase Agreement has been executed and delivered to the Sponsor for that unit and the purchaser is not in default.

Unless all purchasers consent, no material change will be made in the size and no material adverse change will be made in the quality of the Common Elements. If there is a material amendment to the Offering Plan that adversely affects the purchasers, the sponsor must grant purchasers a right of rescission and a reasonable period of time that is not less than fifteen (15) days after the date when an amendment to the Offering Plan disclosing such material change is presented to exercise the right of rescission. The Sponsor must return any deposit or down payment to purchasers who rescind.

Before changing the size or number of Units, Sponsor or its designee or such owner or lessee of an Unsold Unit shall comply with all laws, ordinances, and regulations of all governmental authorities having jurisdiction and shall first obtain the approval of all authorities whose approval is required by law.

So long as the layout and dimensions of a Unit conform substantially to the Floor Plans, a Purchaser who is a party to a binding Purchase Agreement will not be excused from purchasing a Unit and will not have any claim therefor against the Sponsor by virtue of any insubstantial change or discrepancy in the Floor Plans.

If Sponsor agrees to provide short term purchase money financing to individual purchasers in the future, Sponsor must amend the plan to disclose the terms of the commitment and other relevant information pursuant to 13 NYCRR Section 20.3 (P).

### 3. Changes in Materials:

With respect to any of the materials specified in either the Floor Plans, the Description of Property and Specifications, or elsewhere in the Offering Plan, Sponsor reserves the right to substitute materials of equal or better

quality. Sponsor intends to use the materials, fixtures, appliances and other equipment described in this Offering Plan and in the architectural plans on file, but, due to unavailability of materials and supplies, or for any other reason.

Sponsor reserves the right to substitute materials, fixtures, appliances and equipment of equal or better quality for any of those set forth in the plans and specifications or otherwise in this Offering Plan. Unless all purchasers consent, no material changes will be made in the size and no material adverse changes will be made in the quality of the common elements.

### INTERIM LEASES

The Sponsor may, if he chooses, rent units that are vacant before the closing.

Interim leases would not be subject to rent stabilization, rent control, or other rental protection laws. Any uncured default under the purchase agreement would constitute a default under the lease. Any uncured default under the lease would constitute a default under the purchase agreement.

Before the Sponsor may utilize the default under the lease to declare a default under the purchase agreement, the sponsor must either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the lessee unless the lessee has vacated the unit.

If the interim has to vacate the unit after a default under the purchase agreement or rescission of the purchase agreement by the lessee, he must do so within thirty (30) days.

### PROCEDURE TO PURCHASE:

#### 1. Purchase Agreement; Down Payment:

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 a contract to purchase (Purchase Agreement), in the form contained in Part II, and return it to the Sponsor, together with a check in the amount of ten (10%) percent of the purchase price (Down Payment), drawn to the order of THOMAS E. BERINATO, ATTORNEY TRUST ACCOUNT, THE RIVER RIDGE CONDOMINIUM. All checks delivered in payment of the Down Payment shall be subject to collection and if any check is returned for insufficient funds or any other reason, Sponsor shall have the right, but not the obligation, to cancel the Purchase Agreement. Within twenty (20) days of receiving three copies of a Purchase Agreement, executed by Purchaser, together with the required Down Payment, Sponsor must either accept the Purchase Agreement by returning to Purchaser a fully executed copy of the Purchase Agreement or reject the Purchase Agreement by returning to Purchaser the Down Payment tendered. If Sponsor takes no action within said twenty (20) day period, the Purchase Agreement shall be deemed null and void and Sponsor shall return the Down Payment to Purchaser.

Within 10 business days after tender of the deposit submitted with the purchase agreement, the escrow agent shall notify the purchaser that such funds have been deposited in the bank indicated in the offering plan, and shall provide the account number and the initial interest rate. If the purchaser does not receive notice of such deposit within 15 business days after tender of the deposit, he or she may cancel the purchase and rescind within 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.

Under no circumstances shall sponsor apply for release of the escrowed funds of a defaulting purchaser until after consummation of the plan. Consummation of the plan does not relieve the sponsor of its obligations pursuant to GBL Section 352-h.

The escrow agent shall hold the funds in escrow until otherwise directed in:

- (1) a writing signed by both sponsor and purchaser; or

(2) a determination of the Attorney General pursuant to 13 NYCRR, Part 20.3(0)(3)(vii)(d); or

(3) a judgment or order of a court of competent jurisdiction, or until released pursuant to 13 NYCRR Part 20.3(0).

The sponsor shall not object to the release of the escrowed funds to:

(1) a purchaser who timely rescinds in accordance with an offer of rescission contained in the plan or an amendment to the plan; or

(2) all purchasers after an amendment abandoning the plan is accepted for filing by the Department of Law.

If there is no written agreement between the parties to release the escrowed funds, the escrow agent shall not pay the funds to the sponsor until the escrow agent has given the purchaser written notice of not fewer than 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 contained in these regulations and has so notified the escrow agent in accordance with such provisions.

In the event of a dispute, the sponsor shall apply and the purchaser or the escrow agent holding the down payments in escrow may apply to the Attorney General for a determination on the disposition of the down payment and any interest earned thereon. Forms for this purpose will be available from the Department of Law. The party applying shall contemporaneously send to all other parties a copy of such application. Reference is made to the form of the Escrow Agreement and to the for the determination on disposition of a down payment which are included in Part II of the Offering plan.

Pending the determination of the Attorney General to grant or deny the application, the sponsor, the purchaser, and the escrow agent shall abide by any interim directive issued by the Attorney General.

If the application permitting release of funds is granted, the deposit and any interest earned thereon shall be disposed of in accordance with the determination of the Attorney General, subject to any court action in which preliminary relief is granted.

If the application seeking release of funds is denied, the escrow agent shall continue to hold the deposit and any interest earned thereon until:

- (1) both the sponsor and purchaser direct payment to a specified party in accordance with a written direction signed by both the sponsor and purchaser; or
- (2) a judgment or order of a court of competent jurisdiction is served on the escrow agent; or
- (3) the escrow agent deposits the disputed amount into court.

In no event shall the escrow agent release funds in dispute, other than a payment of such funds into court, until such dispute is finally resolved either by determination of the Attorney General or by order or judgment of a court of competent jurisdiction or by written agreement of the sponsor and the purchaser.

The Escrow agent shall maintain all records concerning the escrow account for seven years after release of the funds. Upon the dissolution of any law firm which was the escrow agent, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by the successor firm and shall notify the Department of Law of such transfer.

The Department of Law may perform random reviews and audits of any records involving escrow accounts to determine compliance with statute and regulation.

Any provision of any contract or agreement, whether oral or in writing, by which a purchaser purports to waive or indemnify any obligation of the escrow agent holding trust funds is absolutely void. The provisions of this section of the regulations shall prevail over any conflicting or inconsistent provision in the offering plan or in a purchase agreement.

Nothing contained herein shall diminish or impair the sponsor's statutory obligation to each purchaser pursuant to GBL Section 352-h to hold in trust all deposits, advances or payments made in connection with the offer until consummation of the transaction with such purchaser. Consummation of the plan does not relieve sponsor of its obligations pursuant to GBL Section 352-h. Funds from the escrow account remain the property of the purchaser until employed in connection with the consummation of the transaction. Such funds shall not be a part of the estate of the sponsor or the escrow agent upon any bankruptcy, incapacity, or death.

The purchaser is required to sign a Power of Attorney to the Board of Managers of the Condominium, at the time of closing and deliver a copy of same to the Sponsor within two (2) business days. The Sponsor will not deliver a deed to any unit unless accompanied by a Power of Attorney in the form shown in part II of the Offering Plan.

The Sponsor must comply with Section 71-a(3) of the New York State Lien Law, which requires that the initial advance pursuant to a contract of sale which by its terms provides for or is incidental to a contract providing for the construction on the subject real property of residential condominium unit, on property to be purchased shall, at the vendee's option, be deposited within five business days thereafter by the recipient in an interest bearing escrow account in a bank, trust company, savings bank, state or federal savings and loan association, located in this state. Such deposit, together with the interest accumulated thereon, shall remain the property of the vendee except as otherwise provided herein. The recipient shall advise the vendee in writing of the name of the depository where the funds have been placed within ten business days after such deposit has been made.

Section 71-a(3) of the Lien Law further provides that, instead of making such a deposit, the recipient may post a bond. However, the Sponsor will not be seeking to post a bond in connection with deposits received pursuant to purchase agreements received under this offering plan.

Sponsor expects the first closing of a unit to occur on or about January 1, 2008. If such date is delayed more than 12 months or more, purchasers will be offered rescission.

## 2. Escrow Funds:

All monies received by the Sponsor on account of Down Payments and/or other sums paid pursuant to Purchase Agreements will, pursuant to sections 352-e(2)(b) and 352-h of the New York General Business Law be held in trust until actually employed in connection with the consummation of the transaction as herein described. Sponsor and Sponsor's attorneys, Thomas E. Berinato, shall comply with Sections 352-e(2)(b) and 352-h of the General Business Law. Such funds will be deposited in The Chase Manhattan Bank, in an attorney's segregated special escrow account located at 81-35 Lefferts Boulevard, Kew Gardens, New York, (the Escrow Account) entitled "Thomas E. Berinato, Attorney Trust Account for the River Ridge Condominium." Said sums shall be placed in a designated account within five (5) business days after the agreement is signed by all necessary parties. Any interest on the Down Payment fee will be credited to the Purchaser, except in the event of his default under the Purchase Agreement. It is a *special risk* that deposits in excess of \$100,000.00 will not be federally insured in excess of \$100,000.00. If insufficient Units are sold to effectuate the consummation of the contemplated transaction, or if the contemplated transaction is not completed by the Sponsor for any reason or reasons, then the Sponsor will return such



monies to the respective Purchasers, with interest, if any. If (a) the Plan does not become effective within twenty-four (24) months following the date hereof, (b) the Plan is abandoned or withdrawn, (c) title does not close because of Sponsor's default or (d) if a Purchase Agreement is cancelled in accordance with its terms without default by Purchaser, then all sums paid thereunder will be returned in full to the respective Purchasers, with interest, if any. Down Payments under Purchase Agreements will be released to the Sponsor upon Sponsor declaring the Plan effective and the Closing under the applicable Purchase Agreement or upon a default by the Purchaser thereunder and the termination of such Purchase Agreement in accordance with the terms, covenants and conditions thereof. The signature of Thomas E. Berinato will be required for release of such funds from the Escrow Account.

A copy of the Escrow Agreement is contained in Part II of the Offering Plan.

3. Right of Rescission:

Purchasers will be afforded not fewer than seven days after delivery of an executed Purchase Agreement together with the required deposit to rescind the Purchase Agreement and have the deposit refunded promptly. The purchaser must either personally deliver a notice of rescission to the Sponsor or Selling Agent within the seven day period, or mail the notice of rescission to the Sponsor or Selling Agent and have the mailing postmarked within the seven day period.

Purchasers will be given an opportunity to review the Offering Plan and any filed amendments for at least three business (3) days prior to their executing a Purchase Agreement.

4. Mortgage Financing Contingency:

There is a financing contingency permitted under this Offering Plan. Thus, the failure to obtain financing will relieve Purchaser from his or her obligations under the Purchase Agreement, provided that the Purchaser complies with the terms and conditions of the Mortgage Financing Addendum. The purchaser must sign the Financing Contingency Rider in order to qualify for financing.

Under the terms of the Mortgage Financing Addendum, the Purchaser, shall have 45 days from the date of the Mortgage Financing Addendum to obtain mortgage financing. The maximum allowable financing is 75% of the purchase price. The Purchaser shall (i) make prompt application to an Institutional Lender for such mortgage loan; (ii) furnish accurate and complete information regarding Purchaser and

members of Purchaser's family, as required; (iii) pay all fees, points and charges required in connection with such application and loan; (iv) pursue such application with diligence; (v) cooperate in good faith with such Institutional Lender to obtain such commitment and (vi) promptly give Notice to Seller of the name and address of each Institutional Lender to which Purchaser has made such application. Purchaser shall comply with all requirements of such commitment (or any other commitment accepted by Purchaser) and shall furnish Seller with a copy thereof promptly after receipt thereof. If such commitment is not issued on or before the Commitment Date, then, unless Purchaser has accepted a commitment that does not comply with the requirement set forth above, Purchaser may rescind the purchase agreement by giving Notice to Seller within 50 days after the date of the Mortgage Financing Addendum, in which case this contract shall be deemed cancelled and thereafter neither party shall have any further rights against, or obligations or liabilities to, the other by reason of this contract, except that the Downpayment shall be promptly refunded to Purchaser. The purchaser assumes the risk that a commitment may expire or that the terms of the commitment may change prior to actual closing. If the purchaser's obligations are contingent upon obtaining a financing commitment, and the financing commitment lapses or expires prior to closing, and the purchaser has made a good faith effort to extend the commitment, Sponsor shall grant to such purchaser a right of rescission and a reasonable period of time within, which to exercise the right. For purposes of this contract, the term "Institutional Lender" shall mean any bank, savings bank, private banker, trust company, savings and loan association, credit union or similar banking institution whether organized under the laws of this State, the United States or any other state; foreign banking corporation licensed by the Superintendent of Banks of New York or the Comptroller of the Currency to transact business in New York State; insurance company duly organized or licensed to do business in New York State; mortgage banker licensed pursuant to Article 12-D of the Banking Law; and any instrumentality created by the United States or any state with the power to make mortgage loans.

5. Notice of Closing of Title; Balance of Purchase Price:

Purchasers shall be given not less than thirty (30) days' written notice of the closing of title to their Units. This notice period may be waived by Purchasers. The notice shall provide that the balance of the purchase price shall be due at closing of title. The notice to Purchaser shall also specify when Common Charges will be due and payable. AT THE CLOSING OF TITLE, THE BALANCE OF THE CASH PORTION OF THE PURCHASE PRICE MUST BE PAID BY (i) UNENDORSED CERTIFIED CHECK OF PURCHASER PAYABLE TO THE ORDER OF East Soho Corp., or (ii) UNENDORSED TELLER'S OR CASHIER'S CHECK PAYABLE TO THE ORDER

OF EAST SOHO CORP. FROM A BANK OR TRUST COMPANY, WHICH IS A MEMBER OF THE NEW YORK CLEARING HOUSE ASSOCIATION OR ANY SUCCESSOR ORGANIZATION. FUNDS DRAWN ON OUT OF STATE OR FOREIGN BANKS WILL NOT BE ACCEPTED FOR PAYMENT OF THE PURCHASE PRICE FOR A UNIT.

6. Default:

If Purchaser defaults under the Purchase Agreement, Sponsor shall notify Purchaser in writing of such default and advise Purchaser that he or she has thirty days from the mailing date 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 Purchaser fails to make such payment when required under the Purchase Agreement, or fails to perform any of Purchaser's other obligations under the Purchase Agreement, than Sponsor may give notice to Purchaser of Sponsor's intention to cancel the Purchase Agreement thirty (30) days thereafter if notice is by mail. If Purchaser fails to cure such default by the expiration of said period, Sponsor may, at its option, cancel the Purchase Agreement by notice of cancellation to Purchaser. In the event of such a cancellation, the Sponsor may retain as liquidated damages all payments, including the Down Payment plus accrued interest if any, made under the Purchase Agreement.

7. Entry Prior to Closing:

Prior to the closing of title to a Unit, no Purchaser shall be permitted to enter the Unit without the prior consent of Sponsor. Purchaser shall have the right to enter and inspect such Unit within three (3) days prior to Closing but shall be obligated to make an inspection appointment with Sponsor. Under no circumstances shall Purchaser perform or cause to be performed any work in such Unit prior to the Closing.

8. Risk of Loss:

The risk of loss from fire or other casualty with respect to each Unit shall remain with Sponsor until the Closing for the particular Unit. Notwithstanding the above, in the event that Purchaser, or one claiming by or through Purchaser, enters into possession of a Unit prior to the Closing, then Purchaser shall bear the risk of loss or other casualty with respect to that Unit. Accordingly, any Purchaser, or one claiming by or through Purchaser who takes possession of a Unit prior to the Closing should obtain insurance coverage for the Unit prior to taking possession, since, despite any loss, such Purchaser will remain obligated to purchase such Unit under the terms of the Purchase

Agreement. PURCHASER SHOULD CONSULT WITH AN ATTORNEY AND/OR AN INSURANCE AGENT AS TO PURCHASER'S INSURANCE NEEDS.

9. Floor Plans:

The dimensions and layout of the Units set forth on the Floor Plans are approximate and may vary from the actual dimensions and layout of a Unit due to change in fenestration and/or other revisions deemed advisable by any governmental agency or as necessary due to job conditions. PURCHASERS ARE ADVISED TO EXAMINE AND MEASURE A UNIT PRIOR TO SIGNING A PURCHASE AGREEMENT FOR SUCH UNIT. Purchasers shall not be excused from purchasing a Unit pursuant to a Purchase Agreement so long as the dimensions and layout of such Unit substantially conform to the Floor Plans.

10. Notices:

Any notice or other communication required or permitted to be given under the Purchase Agreement shall be in writing and shall be deemed to have been given if delivered personally or sent by certified or registered mail, return receipt requested. All such notices and communications shall be deemed to have been received on the date of personal delivery or on the fifth day, after mailing.

11. Miscellaneous:

Any conflict between this Offering Plan and the Purchase Agreement will be resolved in favor of the Offering Plan. In no event may the Purchase Agreement contain, or be modified to contain, any provision waiving Purchaser's rights, other than the ability of Purchaser to waive his or her right to thirty (30) days' written notice prior to the Closing. In no event may the Purchase Agreement contain, or be modified to contain, any provision abrogating Sponsor's obligations under the Offering Plan or under Article 23-A of the General Business Law.

The Escrow Agent's name and address is THOMAS E. BERINATO, 123-40 83<sup>rd</sup> Avenue, Suite 1D, Kew Gardens, NY 11415.

The Bank holding the escrow shall be The Chase Manhattan Bank located at 81-35 Lefferts Boulevard, Kew Gardens, NY 11415. The prevailing interest rate for such account as of June 4, 2007 is 0.9%

#### ASSIGNMENT OF PURCHASE AGREEMENTS

No Purchase Agreement is assignable without Sponsor's prior written consent.

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 Offering Plan. These requirements, stated below, must be satisfied within one year of the date the Offering Plan is accepted for filing unless the Offering Plan is amended so as to extend this period. The Closing of any Unit may not occur until after the Offering Plan has been declared effective, an amendment has been filed substantiating same, and the Condominium Declaration and By-Laws have been duly recorded.

The Offering Plan may be declared effective when Purchase Agreements have been executed by bona fide purchasers and accepted by Sponsor for the sale of seven (7) Units, which represents a minimum of at least fifteen (15%) percent of the Units offered under the Offering Plan. The Offering Plan will not be declared effective based on Purchase Agreements (i). Signed by purchasers who have been granted a right of rescission which has not expired or been waived; (ii). Counting any purchaser who is the Sponsor, the Selling Agent, Managing Agent of a relative of the Sponsor, the Selling Agent or Managing Agent, or a relative of any principal of the Sponsor, Selling Agent or Managing Agent, by blood, marriage, or a business associate, employee or shareholder or limited partner of the Sponsor, Selling Agent or Managing Agent, except that a purchaser other than the sponsor a principal of the Sponsor may be included if the Sponsor submitted proof satisfactory to the Department of Law establishing that the purchase is bona fide; (iii). If the purchaser was not afforded the protections required by 13 NYCRR 20.3(0)(15) which requires that Purchasers shall have not fewer than three (3) business days to review the offering plan and all filed amendments prior to executing a purchase agreement.

The Offering Plan must be declared effective when Purchase Agreements have been executed and accepted by Sponsor for the sale of thirty-seven (37) Units, which represents eighty (80%) percent of the Units offered under the Offering Plan.

Sponsor also reserves the right to abandon the Offering Plan by duly filed amendment and by filing a notice of abandonment on Form RS-2 at any time prior to the First Unit Closing for any defect in title which cannot be cured without litigation or cannot be cured for less than one-half of one percent of the total offering amount, or \$30,000.00, or for substantial damage or destruction of any portion of the Building by fire or other casualty which cannot be repaired for less than \$50,000.00 (as estimated by the insurance adjuster retained by Sponsor), or the taking of any material

portion of the Property by condemnation or eminent domain. The Sponsor shall convey each unit free and clear of all liens, encumbrances and title exceptions at closing. There are no financial limits on Sponsor's liability to perform any obligation imposed by any applicable statute or regulation.

The Offering Plan will be declared effective by the mailing or personal delivery of written notice to all Purchasers. Within five (5) business days after such notice is given, an amendment to the Offering Plan will be submitted by Sponsor stating that the Offering Plan has been declared effective. Upon request of the Department of Law, Sponsor will submit to the Department of Law copies of all Purchase Agreements, together with any amendments or modifications to such Purchase Agreements, within five (5) business days after the request is received.

At Sponsor's sole option, the Offering Plan may be abandoned at any time before it is declared effective and before the Sponsor has accepted purchase agreements for eighty (80%) per cent of the Units. If abandoned, the Offering Plan shall be abandoned by amendment filed with the Department of Law in appropriate form and by filing with the Department of Law a notice of abandonment (Form RS-2). Such amendment and notice of abandonment shall explain the basis for abandonment and must state how any funds received pursuant to the Offering Plan will be distributed. All monies paid by Purchasers pursuant to Purchase Agreements shall be refunded to them in full, with any interest earned, within twenty (20) days of such abandonment.

#### TERMS OF SALE:

The Units, when sold by Sponsor, will be sold in fee simple to Purchasers who may be individuals, a limited liability company, a 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 sales prices set forth in Schedule A (as such prices may be changed by Sponsor), and will include the respective undivided interests in the Common Elements. Sponsor also reserves the right to make bulk sales of Units and to sell any Unit to a Purchaser who does not intend to occupy the same but intends to lease the Unit subject to the right of first refusal in favor of the Board of Managers. A form of the Unit Deed is annexed hereto in Part II of this Offering Plan. Sponsor will convey good and marketable title to the Unit, and its appurtenant interests, by bargain and sale deed with covenants against grantor's acts, containing the provisions set forth in subdivision 5, Section 13 of the Lien Law, free and clear of all liens and encumbrances other than:

(a) 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 contemplated structures and use;

(b) The terms, burden, conditions, covenants, restrictions, easements and provisions of the Declaration, By-Laws and Rules and Regulations thereunder, maps and Floor Plans of the Condominium, as same may be amended from time to time to be recorded or filed in the Register's Office and the Power of Attorney from Purchaser to the Board of Managers and Sponsor;

(c) Any state of facts that an accurate survey would show, provided they do not make title unmarketable;

(d) Any additional state of facts, which an updated and accurate survey would show, provided such survey does not render title unmarketable;

(e) 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 the construction of the Building, or construction of the 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;

(f) Revocability of the right to maintain street vaults and other areas, if any, under sidewalks;

(g) Encroachments of stoops, areas, basement steps or doors, trim, copings, retaining walls, bay windows, sidewalks, fences, fire escapes, cornices, foundations, footings and similar projections, if any, on, over, or under the Property or the streets or sidewalks abutting the Property and the rights of governmental authorities to require the removal of any such projections and variations between record lines of the Property and retaining walls and the like, if any;

(h) Any easement or right of use created in favor of a cable TV company or 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;

(i) Service, maintenance and license agreements and union contracts and agreements, if any;

(j) Party walls and party wall agreements, if any;

(k) 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);

(l) The lien of any unpaid assessment payable in installments (other than assessments levied by the Board of Managers) except that Sponsor shall pay all such assessments due prior to the Closing Date and the Purchaser shall pay all assessments due from and after such date (however, the then current installment shall be apportioned at Closing Date);

(m) Any other declaration or other instrument affecting the Property which Sponsor deems necessary or appropriate to comply with any law, ordinance, regulation, zoning, resolution or requirement of the Department of Building, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the demolition, construction, alteration, repair or restoration of the Building; provided, however, that such declaration or other instrument does not adversely affect the right of the Unit Owner to utilize the Unit as herein described;

(n) Violations noted or issued of record after the First Unit Closing by any governmental authority. Any violation, which Sponsor is obligated to remove, will not be an objection to closing, provided Sponsor agrees in writing with the Board of Managers to remove same of record;

(n) Any other encumbrance, covenant, easement, agreement or restriction against the Property other than a mortgage or other lien for the payment of money, which does not prevent the use of the Unit for residential purposes;

(o) Variations between record lines and fences, hedges, retaining walls and tax lots;

(p) Standard printed exceptions contained in the form of title insurance policy then issued by First American Title Insurance Company of New York, (or such other New York Board of Title Underwriters member title insurance company insuring the Purchaser's title to the Unit).

(q) The Declaration, By-Laws and Floor Plans of The Woodside Plaza Condominium.

The closing will take place only concurrently with the issuance of a temporary or permanent Certificate of Occupancy.

The declaration, by-laws and floor plans for the condominium and such other documents as required by law, will be recorded or filed prior to the first conveyance of title to a unit in accordance with the New York Condominium Act and other applicable state and local laws.

A Purchaser is required to accept title to the Property provided that Summit Associates, as Agent for First American Title Insurance Company of New York agrees to insure fee title in the Purchaser subject only to the provisions set out above or agrees to insure against collection out of or enforcement against the Unit and the Common Elements.

Sponsor shall convey each unit free and clear of all liens, encumbrances, and title exceptions at closing. The Sponsor is building the project with its own financing.

If existing mortgages or construction loans will not be satisfied at or prior to the closing of the first unit, each mortgagee will release its lien on the condominium unit being conveyed and its interest in the common elements. The existence of mortgages, liens and encumbrances, other than the Permitted Encumbrances, shall not be objections to title, provided that properly executed instruments, in form for recording, necessary to satisfy or release Units from such impermissible liens or encumbrances are delivered at Closing and proper adjustments made for the cost of recording or filing such instruments. Sponsor will bear the responsibility and cost of recording or filing such instruments.

If damage from a casualty or other cause (except damage resulting from the buyer's willful act or neglect) occurs before closing of a purchaser's unit, the Sponsor must repair the damage within a reasonable time, the Purchaser may rescind the Purchase Agreement and receive a refund of the downpayment with interest.

All personal property located within the unit on the date the Purchase Agreement is signed or located within the common elements on the date the declaration is filed, that is owned by the Sponsor is included in the conveyance, unless specifically excluded in the Offering Plan.

**UNIT CLOSING  
COSTS AND ADJUSTMENTS:**

1. General Costs and Adjustments:

In addition to Purchaser's own legal fees, Purchaser will pay the following closing costs, expenses and adjustments at the closing of title to Purchaser's Unit. SUCH COSTS AND CATEGORIES ARE ONLY ESTIMATES AND ARE SUBJECT TO CHANGE WITHOUT NOTICE.

(a) If Purchaser elects to obtain fee title insurance, Purchaser may order such insurance from Summit Associates, (telephone (212) 608-5866) as authorized agent of First American Title Insurance Company of New York. Purchaser shall pay Summit Associates the cost of fee title insurance, which will vary depending on the Purchase Price of the Unit. A Purchaser shall be free to order title insurance from any other title insurer licensed to do business in New York. However, failure by such title company to insure title shall not excuse performance by Purchaser under the Purchase Agreement if First American Title Insurance Company would insure title as provided herein. As of the date of this Offering Plan, fee title insurance rates as quoted by Summit Associates, are as follows: \$371 for the first \$35,000 of the purchase price, plus \$6.16 for each additional \$1,000 or fraction thereof up to \$50,000 and \$5.02 for each additional \$1,000 or fraction thereof of the purchase price, up to \$100,000; plus \$4.03 for each additional \$1,000 or fraction thereof of the purchase price; up to \$500,000; plus \$3.68 for each additional \$1,000 of purchase price up to \$1,000,000; plus \$3.38 for each additional \$1,000 of purchase price or fraction thereof up to \$5,000,000.

(b) The combined recording fee of approximately \$200 for recording the Unit Deed and Power of Attorney;

(c) Real estate taxes apportioned from midnight preceding the date of the Closing through the end of the tax payment period within which the Closing occurs, which shall be either a quarter of a year or one-half of a year, provided, however, that Sponsor shall be reimbursed at closing by Purchaser for the cost of any real estate taxes which Sponsor would not otherwise have had to pay but for an unauthorized delay in Closing by Purchaser.

(d) New York State Transfer Tax and New York City Real Property Transfer Tax computed as follows:

$$\text{Tax Liability} = \frac{\text{tax rate}}{100\% - \text{tax rate}} \times \text{Purchase Price}$$

The New York State Transfer Tax is computed at the rate of \$2.00 per each \$500.00 of consideration or any fraction

thereof that is \$100 or more and New York City Real Property Transfer Tax at the rate of 1% of the purchase price of the Unit, if the price is under \$500,000 and 1.425% of the price if the price is above or equal to \$500,000 plus a recording fee of \$75.00 for the New York City Real Property Tax Form.

It is customary in real estate transactions, other than condominium transactions, for seller to pay these transfer taxes. In condominium transactions, either the seller or the purchaser can pay these transfer taxes. The obligation is assumed by a purchaser if such obligation is imposed on the purchaser by the terms of the sale. Under the Offering Plan and the Purchase Agreement, Purchasers are required to pay these taxes as a closing cost.

Payment of transfer tax by the Purchaser is an additional consideration on which tax is based.

(e) Contribution to working capital fund in the amount of two month's common charges per Unit payable to the Board of Managers.

(f) If a mortgage loan is obtained from a lending institution, Purchaser will be responsible for the following costs, if any:

(i) Legal fees of the lending institution's attorney;

(ii) Mortgagee insurance policy costs for a mortgage title insurance policy naming lending institution as the insured, if applicable. Mortgagee insurance rates as quoted by Franklin Land Services, Inc. as of the date of this Offering Plan are as follows: thirty (30%) per cent of the amount paid for the owners title insurance provided lenders coverage is procured simultaneous with owners coverage; if not purchased together with owners coverage, then \$318 for the first \$35,000 of the purchase price, plus \$5.13 for each additional \$1,000 or fraction thereof up to \$50,000 and \$4.19 for each additional \$1,000 or fraction thereof of the purchase price, up to \$100,000; plus \$3.36 for each additional \$1,000 or fraction thereof of the purchase price, up to \$500,000; plus \$3.06 for each additional \$1,000 of purchase price up to \$1,000,000; plus \$2.82 for each additional \$1,000 of purchase price or fraction thereof up to \$5,000,000;

(iii) Mortgage recording tax of 2.05% percent of the amount of the mortgage actually executed by Purchaser if that mortgage is under \$500,000 and 3.05% of the amount of the mortgage if the mortgage is equal to or exceeds \$500,000. The total mortgage recording tax is 2.05% of the mortgage if it is below \$500,000 and

3.05% if it is \$500,000 or above. Purchaser is required to pay the above specified rate of tax less \$25 and the lending institution is required to pay  $\frac{1}{4}$  of the tax. Purchaser will reimburse Sponsor at closing a sum equal to the entire mortgage tax credit pursuant to Section 339-ee(2) of the New York Real Property Law;

(iv) Recording fee of approximately \$200.00 for recording the mortgage;

(v) Commitment fee, origination fee, Appraisal fee, application fee, credit fee, and other closing costs and expenses, if any, charged by the lending institution;

(g) Attorney's fees; and

(h) \$800 fee to the Sponsor's attorney for preparation of closing documents and attendance at closing, with an additional \$150 fee if the closing occurs outside of such attorney's office;

(i). mortgage tax credit equivalent to Sponsor equal to the amount that the Purchaser's mortgage tax, if any, is reduced by virtue of the credit Purchaser receives by virtue of the Sponsor's construction loan.

(j). New York State "Mansion Tax" equal to 1% of the consideration paid if the purchase is for a residential unit with a consideration exceeding \$1,000,000.

Purchaser will pay to the Board of Managers, in advance, the monthly Common Charges allocable to Purchaser's Unit. Common Charges assessed during the month in which title closes shall be adjusted with Sponsor as of midnight preceding the Closing, provided, however, that Sponsor shall be reimbursed by Purchaser for the cost of any Common Charges which Sponsor was obligated to pay to the Board of Managers as a result of any unauthorized delay in Closing by Purchaser. 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 on Schedule A.

Purchaser will not pay water and sewer charges. Water and sewer charges will be adjusted between Sponsor and the Board of Managers as of midnight preceding the First Unit Closing.

If the Units have not been separately assessed for real estate tax purposes prior to the first Unit Closing, Sponsor shall determine the amount equal to the unpaid real estate taxes which will be levied against the Units for the period of six months from the first Unit Closing and shall place

such amount in escrow with the Board of Managers for such six-month period or until the Units are separately assessed, whichever is shorter. The Board will pay the real estate taxes from this escrow account as they become due and payable. Sponsor is entitled to reimbursement from Unit Owners (i) on the basis of Common Interest attributable to their respective interests if no separate Unit apportionment has occurred or (ii) on the basis of actual apportionment if tax lots have been apportioned. When the Units are separately assessed, any balance, with interest, in the escrow account will be returned to the Board. At Unit closings each Purchaser shall adjust real estate taxes with Sponsor from midnight preceding the date of the Unit closing through the end of the tax payment period within which the closing date occurs. If no separate Unit apportionment has yet occurred, such adjustment shall be on the basis of the percentage of Common Interest attributable to such Unit. When the tax lots are apportioned, if a subsequent adjustment needs to be made to correct any discrepancy between adjustment on the basis of the percentage of Common Interest and adjustment on the basis of actual apportionment, it shall be made at that time.

The following is a numerical example of the closing costs for a typical unit. Assuming that the purchaser pays \$1,061,000.00 for Unit 2B and obtains a \$600,000 mortgage from a lender, he or she would pay the following:

|                                       |             |
|---------------------------------------|-------------|
| Buyer's Title Insurance               | \$ 4,372.58 |
| Lender's Title Insurance              | 1,311.77    |
| Recording Deed &<br>Power of Attorney | 200.00      |
| City Transfer Tax                     | 15,395.17   |
| State Transfer Tax                    | 4,321.45    |
| "Mansion" Tax                         | 10,061.00   |
| Working Capital Contribution          | 805.20      |
| Legal fee to Lender's Attorney        | 500.00      |
| Mortgage Tax                          | 16,775.00   |
| Origination fee                       | 1,000.00    |
| Credit Report Fee                     | 50.00       |
| Appraisal Fee                         | 250.00      |
| Application Fee                       | 250.00      |
| Fee to Sponsor's Attorney             | 950.00      |
| Fee to Buyer's Attorney               | 1,000.00    |
| Recording Mortgage                    | + 200.00    |
|                                       | -----       |
| Total                                 | \$57,442.17 |

### RIGHTS AND OBLIGATIONS OF SPONSOR:

Sponsor has certain rights and obligations under this Offering Plan and applicable Law, and all Purchasers, upon execution of their respective Purchase Agreements, will be deemed to have accepted, approved and agreed to abide and be bound by the following.

1. Sponsor's Obligations with respect to the Property:

No bond or other security has been furnished to secure the performance of Sponsor's obligations. The construction of the forty-six (46) Residential Units is being financed by the Sponsor's personal funds and those of its principals. Sponsor represents that it has sufficient funds to complete the project. Construction financing will not be utilized and Sponsor has no intention of applying for same.

The Sponsor intends to sell the forty-six (46) residential units. The Sponsor will endeavor in good faith to sell all units in a reasonably timely manner. Sponsor retains the right to rent any residential units, which are not sold within six (6) months of the date that this offering is declared effective. There are no conditions imposed on the sale or rental of units by a construction lender.

The Sponsor will be utilizing construction financing to complete the property.

Sponsor shall have the following obligations pursuant to this Offering Plan, which shall be performed in accordance with the practice of the industry:

(a) Sponsor will pay or cause to be paid all sums properly due to contractors, subcontractors and materialmen and all others involved in the construction of the Units and Common Elements, for (i) the authorized and proper work performed and (ii) fixtures, material and equipment supplied or installed, all in accordance with agreement with such contractors, subcontractors and materialmen.

(b) At its own cost, Sponsor will diligently and expeditiously cause the construction of the Units and Common Elements substantially in accordance with the plans and specifications described herein to be completed. Sponsor will pay for such work and materials and discharge or bond all mechanical liens, which may be filed as a result of the construction of the Units or Common Elements. With respect to any of the materials specified in either, the Floor Plans, the Description of Property and Specifications or elsewhere in the Offering



Plan, Sponsor reserves the right to substitute materials of equal or better quality and design. Sponsor intends to use the materials, fixtures, appliances and other equipment described in this Offering Plan and in the architectural plans on file, but, due to the possible unavailability of materials and supplies or for any other reason, Sponsor reserves the right to substitute materials, fixtures, appliances and equipment.

(c) Sponsor reserves the right without altering the total amount of space contained in the Building, 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 titled "*Changes in Prices of Units*" and with the requirements of law.

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 Offering Plan and also by amendment to the Declaration, if the Declaration was filed prior to such change. However, Sponsor shall not be obligated to obtain consent of any Unit Owner for changes made prior to the execution of a Purchase Agreement for the affected Unit or Units so long as such changes are made by amendment to the Offering Plan and to the Declaration. A Unit Owner shall be deemed directly affected only if such change results in an alteration of his or her Unit or the Common Interests allocable thereto.

Material 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 Purchaser, or material 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 such Purchaser (which consent shall not be unreasonably withheld), provided, however, that such-Purchaser's consent shall only be required if (i) Purchaser is not then in default and (ii) there is a material change in the percentage of Common Interest or in the amount or quality of Common Elements directly affecting or servicing such Unit or in the size or layout of such Unit.

Notwithstanding the foregoing, such changes may be made by Sponsor provided (i) all directly affected Unit Owners (as defined above) consent (not to be unreasonably withheld) in writing to such change and (ii) all directly affected Purchasers who are still

contract vendees. (y) who are not then in default and (z) who have not consented in writing to such changes are given the right, for twenty (20) days from the date of mailing or fifteen (15) days from the date of personal delivery of written notice from Sponsor, to rescind the Purchase Agreement for the affected Unit and receive from Sponsor a return of the Down Payment, with interest, if any.

(d) At its sole cost and expense, Sponsor will obtain, prior to the closing of a particular Unit, a permanent Class A Certificate of Occupancy for the Unit being conveyed. Sponsor represents that it has the financial resources to complete the construction and to meet its obligations with respect to unsold units.

(e) Sponsor will pay all expenses incurred prior to the establishment of the Condominium in connection with its operation 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 Sponsor. Except as otherwise provided in this Offering Plan, Sponsor will pay all selling expenses of Sponsor, including, but not limited to, advertising and printing costs, architects' fees, attorneys' fees, organization costs, brokerage and selling agents' fees and commissions, engineers' fees, appraisal and surveying fees and costs.

(f) Sponsor will pay all Common Charges, real estate taxes, Special Assessments and other expenses allocable to any Units owned by Sponsor, so long as Sponsor shall continue to own such Units. However, as set forth in this Offering Plan, where Purchaser has caused an unauthorized delay in Closing, Sponsor shall be entitled to reimbursement by Purchaser of real estate taxes and Common Charges during such unauthorized delay. Notwithstanding anything to the contrary contained herein, until such time as Sponsor has substantially completed construction of all of the Units and Common Elements, Sponsor's obligation to pay Common Charges and Special Assessments with respect to Unsold Units shall not exceed the amount by which the actual operating costs of the Condominium (including authorized reserves) shall exceed the sum of the Common Charges and Special Assessments levied on Unit Owners (other than Sponsor).

Sponsor represents that it has sufficient financial resources to complete construction and to meet its obligations with respect to unsold units.

(g) Prior to Closing, all liens affecting the Unit and its appurtenant Common Interest shall be paid and

satisfied or bonded and such Unit and its appurtenant Common Interest shall be released from such lien by partial release which will be duly recorded.

(h) Section 777-a of the General Business Law (the "Housing Merchant Implied Warranty") applies to this Offering. A copy of the text of Section 777-a of the General Business Law is attached to Part II of this Offering Plan. Said law provides a one year warranty that the condo will be free of defects due to a failure to have been constructed in a skillful manner; a two year warranty that the plumbing, electrical, heating, cooling and electrical systems of the home will be free from defects due to a failure by the builder to have such systems installed in a skillful manner, and a six year warranty that the home will be free from material defects.

Nothing contained herein shall be construed to render Sponsor liable for consequential damages (whether based on negligence, breach of contract, warranty, or otherwise), it being intended that Sponsor's sole obligation pursuant to this section of the Offering Plan shall be to repair or replace, at Sponsor's option, any defective item of construction (arising as a result of substantial and material defects in material or as a result of improper workmanship) subject to the terms and conditions (and within the time limits) set forth in the section of the Offering Plan.

(i) 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 Buildings or a Unit not forth in the Offering Plan or (ii) variations from the plans and specifications or description of the Buildings 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 equal or better quality.

(j) Sponsor shall deliver to the Board of Managers a set of architectural or as-built plans following completion of the project.

(k) Prior to the First Unit Closing, Sponsor shall procure on behalf of and at the expense of the Condominium the insurance policy or policies provided for in Schedule B.

(l) Sponsor will use its best efforts to obtain real estate tax exemption and abatement benefits

pursuant to Section J-51 of the Administrative Code. Sponsor, at its sole cost and expense, will file an application for, and make all additional necessary filings to obtain, such benefits. All documentation supplied or caused to be supplied by Sponsor is true and complete. Purchaser shall be obligated to execute any document or instrument required in connection with obtaining such tax abatement and exemption benefits.

(m) Sponsor shall keep copies of the Offering Plan exhibits and documents referred to in the Offering Plan on file at Sponsor's offices for six (6) years from the date the Declaration is recorded.

(n) In accordance with Section 339-p of the New York 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 Buildings as filed with and approved by the municipal or other governmental subdivision having jurisdiction over the issuance of permits for the construction of the Buildings.

(o) Sponsor shall be obligated to defend any Suits or proceedings arising out of its acts or omissions, and shall be obligated to indemnify the Board of Managers and the Unit Owners against any such suits or proceedings.

(p) 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. 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.

(q) Sponsor shall repair any damage from fire or other casualty or other cause (other than purchaser's neglect or intentional act) occurring to a purchaser's unit before closing. If the Sponsor fails to substantially correct said damage within a reasonable time, the Purchaser may rescind the Purchase Agreement

and receive a refund of Purchaser's downpayment, with interest.

(r) In the event of the dissolution of the Sponsor, or a transfer of ten or more units, or 20% or more of the total units of the condominium, whichever is less, the principals of the sponsor shall provide a financially responsible entity or individual who will assume the status and all of the obligations of the Sponsor for those units under the Offering Plan, applicable laws and regulations.

(s) Prior to closing of a Unit, Sponsor shall assign all manufacturer's warranties.

All representations in the offering plan, all obligations pursuant to the General Business Law, and such additional obligations under the offering plan which are performed subsequent to the closing date will survive delivery of the deed.

(t). In the event of the dissolution or liquidation of the sponsor or the transfer of ten or more units or twenty (20%) per cent or more of the total number of units of the Condominium, whichever is less, the principals of the sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of the sponsor for those units under the offering plan, applicable laws and regulations.

(u). Section 339-kk of the Real Property Law provides that if a non-occupying owner rents any dwelling unit to a rental tenant and then fails to make payments due for common charges, assessments or late fees for such unit within sixty days of the expiration of any grace period after they are due, upon notice all rental payments from the tenant shall be directly payable to the condominium association. The complete text of section 339-kk of the Real Property Law is set forth in Part II of the offering plan.

## 2. Other Obligations of Sponsor:

Prior to the execution of a Purchase Agreement, Sponsor, the Sponsor-designee or the partner or any entity affiliated directly or indirectly with Sponsor, whoever holds title to such Unit, will notify the Purchaser of any Unit that was previously occupied of such occupancy and will set forth the

condition in which such Unit will be delivered (including outstanding warranties, if any).

During the time the Sponsor controls the Board of Managers it is within their sole power to enforce the obligations of Sponsor pursuant to the Offering Plan. Therefore, Sponsor agrees that during such period Sponsor 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 the Sponsor, at a special meeting of the Unit Owners called for such purpose.

### 3. Sponsor's Rights of Access:

As a condition to selling Units pursuant to this Offering Plan, Sponsor reserves to itself, Sponsor-designees and any affiliate of either and each of their successors, assigns, invitees, contractors, agents, employees and tenants, any and all easements and rights of access, in and to the Units and Common Elements consistent with the purposes of the Offering Plan and Sponsor's rights and obligations thereunder. Without in any way limiting the generality of rights reserved in the foregoing sentence, the rights reserved to Sponsor shall include the following:

(a) The right to maintain any vacant and Unsold Unit(s) as general, sales and/or leasing office(s) and/or model Unit(s) and to maintain personnel at the Property;

(b) The right to post signs, and to conduct other activities connected with promotion, sales or leasing, such as displaying vacant Units or leased Units and Common Elements to prospective Purchasers or Lessees and inspection thereof by such Purchasers or lessees;

(c) The right of access in and to Units and Common Elements and Limited Common Elements for purposes of inspection, construction, repair, refurbishment, correction, alterations, finishing, servicing (including but not limited to garbage collection) and similar work and Sponsor shall also have the right to access all portions of the Property to complete construction of all the Units and Common Elements and Limited Common Elements;

(d) The right to show vacant or leased Units;

(e) Utility and other easements for the benefit of Unit Owners, 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.

4. Sponsor's Right to Perform Alterations:

The Sponsor or Sponsor-designees or any partner of any entity affiliated directly or indirectly with Sponsor shall have the right, without the consent of the Board of Managers, other Unit Owners or Permitted Mortgagees, to (i) make alterations, additions or improvements, structural and non-structural, ordinary and extraordinary, interior and exterior, in, to and upon any Unit owned by it and not under contract with any purchaser, except that Sponsor may not change the size, location of buildings, or units, other improvements or common elements if such changes affect the percentage of common interest or adversely affect the value of any unit to which title has closed or for which a purchase agreement has been executed and is in effect unless all affected unit owners and contract vendees consent in writing to such change; (ii) change the layout or number of rooms in such Units; (iii) change the size and/or number of Units by subdividing a Unit, combining separate Units (including those resulting from such subdivision or otherwise) into one or more Units or altering the boundary walls between Units; and (iv) reapportion among such Units affected by such change their Appurtenant Interests provided, however, that in each instance the Sponsor or Sponsor-designees or any partner of any entity affiliated directly or indirectly with Sponsor shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom.

5. Enforcing Sponsor's Obligations:

Only the Board of Managers acting on behalf of the Unit Owners shall have the right to enforce the obligations of Sponsor set forth in this section. Notwithstanding the foregoing, individual Unit Owners shall have the right to enforce Sponsor's obligations only if either (i) the Board of Managers fails to take reasonable action to enforce such obligations within 90 days following the giving of written notice of such claim by a Unit owner to the Board of Managers or (ii) the applicable statute of limitations with respect to any claim by a Unit Owner which would otherwise be enforceable by the Board of Managers will expire during such ninety (90) day period.

6. Miscellaneous:

Sponsor shall not voluntarily dissolve or terminate until all Units have been sold and Sponsor has complied with its obligations pursuant to this Offering Plan, such compliance to be determined solely by Sponsor. The dissolution or liquidation of Sponsor at such time will not affect Sponsor's obligations under this Offering Plan.

Sponsor makes no other representation or warranty except as provided in this section. However, nothing herein shall be construed to limit any rights, which Purchasers may otherwise have pursuant to the Offering Plan, Article 23-A of the General Business Law, and Part 20 of the Regulations promulgated by the Attorney General.



### CONTROL BY SPONSOR:

Title to all Units which have not been sold by the time of the First Unit Closing will remain with Sponsor or Sponsor-designee(s) until all such Units shall thereafter be sold to bona fide Purchasers. The Board of Managers shall not have a right of first refusal or to impose any charge as to any sales or leases by Sponsor, Sponsor-designees or any partner of any entity affiliated directly or indirectly with Sponsor.

Until the first annual meeting of the Condominium, the Board of Managers shall consist of three persons designated by Sponsor. Accordingly, until such first annual meeting, Sponsor will have voting control of the Board of Managers and will thus control maintenance, facilities and services to be provided, as well as determine the Common Charges to be paid by the Unit Owners.

At the first annual meeting of the Condominium, all Unit Owners, including Sponsor and Sponsor-designees, shall elect a new Board of Managers. Sponsor may have voting control of the Board of Managers if Sponsor and Sponsor-designees as Unit Owners of Unsold Units are able to cast sufficient votes to establish such control. Notwithstanding the foregoing Sponsor and Sponsor-designees shall not control the Board of Managers upon the earlier of (i) two (2) years from the date of the First Unit Closing, or (ii) whenever the unsold units constitute less than fifty (50%) percent of the Common Interest. A meeting shall be held to elect a new board unrelated to the Sponsor within 30 days after expiration of the control period. After two year period or the period when more than 50% of the units are sold, a majority of the board of managers must be owner occupants, or members of an owner occupant's household, who are unrelated to the Sponsor or its principals. (See Special Risks Section and By-Laws.)

In addition to the right of Sponsor and Sponsor-designees to vote the Common Interests attributable to Units owned by them, Sponsor and Sponsor-designees shall, so long as the Common Interests attributable to such Units shall constitute, in the aggregate, fifteen percent (15%) or more of the Common Interests of all Units, have the right to designate one member of the Board of Managers unless such right is waived in writing.

Until Sponsor and Sponsor-designees convey title to all Units but in no event later than two years after the First Unit Closing, Sponsor has the right to veto any action of the Board of Managers to (i) make any addition, alteration, improvement at to or change in or to Common Elements, any Unit or the Buildings, (ii) assess any Common Charges for the creation of, addition to or replacement of all or part of a

reserve, contingency or surplus fund, (iii) hire or replace any employee, (iv) enter into, modify or terminate prior to the end of the term any management, service or maintenance contract, (v) borrow money on behalf of the Condominium, (vi) amend the By-laws, or (vii) exercise a right of first refusal to lease or purchase a Unit; provided however, that Sponsor may not VETO any expenses described in Schedule "B" and provided further however, that Sponsor may not veto any action described in items (i) through (vii) above if such action is necessary to enable the Board of Managers to comply with laws, rules or regulations of any governmental authority having jurisdiction over the Condominium to remedy any notice of violation, or to remedy any work order by an insurer.

All officers of the Condominium and members of the Board of Managers will serve without compensation. Except for the member(s) of the Board of Managers designated by Sponsor and Sponsor designees, a member of the Board of Managers may be removed from office with or without cause. The member(s) of the Board of Managers designated by Sponsor and Sponsor-designees may only be removed by Sponsor and Sponsor-designees and only Sponsor and Sponsor-designees shall have the right to designate a replacement. Except that any member of the Board, whether or not designated by the Sponsor, maybe removed for cause. Sponsor may change the member(s) designated by Sponsor at any time and from time to time. Such member(s) shall be entitled to attend all meetings of the Board of Managers and all committee meetings and executive sessions.

An officer may be removed, without cause, by an affirmative vote of a majority of the members of the Board of Managers at a meeting called for such purpose.

### BOARD OF MANAGERS

Principal provisions of the By-Laws are summarized below. Purchasers should refer to the full By-Laws, a copy of which is set forth in Part II of this Offering Plan.

#### 1. Condominium Board of Managers:

The affairs of the Condominium shall be governed by the Board of Managers, which shall consist initially of three members designated by Sponsor. After the end of an initial sponsor control period, the majority of the Board must be owner-occupants or members of an owner-occupant's household who are unrelated to sponsor and its principals. At the first meeting of the Unit Owners, which will be held within approximately one year after the First Unit Closing, the three member Board of Managers shall resign in favor of a new five member Board of Managers. Four members shall be elected by Unit Owners, including Sponsor and Sponsor-designees, and one member shall be designated by Sponsor and Sponsor-designees at such meeting if Sponsor so chooses. Thereafter, elections to the Board of Managers shall be held at the regular annual meeting of Unit Owners held on the last Tuesday of May of each succeeding year. The term of office of each of the five member Board of Managers shall be one year. (See the subsection below entitled Meetings and Votes of Unit Owners for further discussion).

Members of the Board of Managers shall be either (i) individual Unit Owners; (ii) individual Permitted Mortgagees; (iii) officers, directors, shareholders, partners, principals, employees, or beneficiaries of corporations, partnerships, fiduciaries, or any other entities that are Unit Owners or Permitted Mortgagees; or (iv) adult Family Members of any of the foregoing. However, the member designated by Sponsor and Sponsor-designees need not be a Unit Owner or interested party in a Unit Owner, as specified in the first sentence of this paragraph. Other than members designated by Sponsor and Sponsor-designees, no member shall continue to serve on the Board of Managers after he or she ceases to be a Unit Owner or an interested party in a Unit Owner, as specified in the first sentence of this paragraph.

Members of the Board of Managers are subject to removal, without cause, by vote of Unit Owners owning a majority of the Common Interest attending a meeting at which a quorum is present. Members of the Board designated by the Sponsor and Sponsor-designees may be removed by Unit Owners for cause. However, members designated by Sponsor and Sponsor-designees may be removed, without cause, only by Sponsor and Sponsor-designees, who alone will have the right to designate a replacement.

The number of members of the Board of Managers may not be increased without the consent of Sponsor and Sponsor-designees as owners of Unsold Units for so long as there remain two unsold Units.

All members of the Board of Managers shall serve without compensation.

Until Sponsor and Sponsor-designees no longer own Units with a sufficient percentage of the Common Interest attributable to such Units to elect two members of the Board of Managers, Sponsor will, through its control of the Board of Managers (by electing two members and designating one), have control of the maintenance and operation of the Condominium, including the Common Expenses described in Schedule B, capital repairs, and expenses required to comply with applicable laws or regulations. Notwithstanding the foregoing Sponsor and Sponsor-designees shall not control the Board of Managers upon the earlier of (i) five (5) years from the date of the First Unit Closing, or (ii) whenever units are sold that in the aggregate include fifty (50%) percent or more of the common Interest. A meeting shall be held to elect a new board unrelated to the Sponsor within 30 days after expiration of the control period.

Nonetheless, the Sponsor may not exercise veto power over expenses described in schedule B, or over expenses required:

- (i) to comply with applicable laws or regulations;
- (ii) to remedy any notice of violation; or
- (iii) to remedy any work order by an insurer.

Sponsor may exercise veto power over expenses other than those described in above, if the plan so provides, for a period ending not more than five years after the closing of the first unit or whenever the unsold units constitute less than 25 percent of the common interest, whichever is sooner.

## 2. Powers and Duties of the Board of Managers:

The Board of Managers shall have the powers and duties necessary for administration of the affairs of the Condominium (subject to the limitations set forth in the By-Laws including Sponsor's right to veto certain actions of the Board of Managers), including, without limitation, the following: (a) operation, care upkeep and maintenance of the Common Elements; (b) determination of the Common Charges required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property; (c) collection of the Common Charges from the Unit Owners, including charges for gas and water used or consumed in the Unit, (d) employment and dismissal of the personnel

necessary for the maintenance and operation of the Common Elements; (e) adoption and amendment of the Rules and Regulations covering the details of the operation and use of the Property (subject to the right of the Unit Owners to overrule the Board of Managers as provided in the By-Laws); (f) maintaining bank accounts on behalf of the Condominium and designating the signatories required therefor; (g) purchasing, leasing, or otherwise acquiring in the name of the Board of Managers or its designees, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by their owners to the Board of Managers; (h) purchasing Units at foreclosure or other judicial sales, in the name of the Board of Managers or its designee, on behalf of all Unit Owners; (i) selling, leasing, mortgaging, or otherwise dealing with (but not voting the votes appurtenant to) Units acquired by, and subleasing Units leased by, the Board of Managers or its designees on behalf of all Unit Owners; (j) obtaining and renewing insurance for the Property, including the Units; (k) making repairs, additions and improvements to, or alterations of, the Property and repairing and restoring the Property after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings; (l) enforcing obligations of the Unit Owners; (m) levying fines against the Unit Owners, excluding Sponsor and any Sponsor-designee and any partner of any entity affiliated directly or indirectly with Sponsor (so long as such Persons own one or more Units), for violations of the Rules and Regulations (no fine may exceed \$25.00 for any one violation, but, for each day a violation continues after notice, it shall be considered a separate violation); (n) borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep, and maintenance of the Common Elements (provided, however, that (i) the consent of at least 66-2/3% of all Unit Owners, both in number and in Common Interests, shall be required for the borrowing of any sum in excess of \$125,000 and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its Appurtenant Interests without the consent of the Unit Owner); and (o) adjusting and settling insurance claims and executing and delivering releases in connection therewith.

The Board of Managers shall be responsible for maintaining and repairing the Common Elements as set forth in the Declaration and in the By-Laws, regardless of whether a Unit is vacant or occupied by the owner thereof or by a permitted lessee or other occupant.

Until the first meeting of the Unit Owners, the Board of Managers shall consist of the following two persons, who shall hold the offices listed next to their names:

|                    |           |
|--------------------|-----------|
| Philip Chong       | President |
| Thomas E. Berinato | Secretary |

Philip Chong is a principal of the Sponsor. Thomas E. Berinato is the attorney for the Sponsor.

3. Officers of the Condominium:

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

The President shall be the chief executive officer of the Condominium and preside over meetings of the Unit Owners and Board of Managers. The Vice President shall take the place of the President when necessary and perform such other duties as may be imposed on him or her by the Board of Managers or the President. The Secretary shall keep minutes of all meetings of the Unit Owners and the Board of Managers and shall have charge of the books and papers of the Condominium. The Treasurer shall have the care and custody of the funds and securities of the Condominium and shall be responsible for keeping financial records and books of account. All agreements, contracts, deeds, leases, checks and other instruments of the Board of Managers shall be signed by any two officers or by such lesser number of officers or by such other person or persons as may be designated from time to time by the Board of Managers.

4. Repairs, Alterations and Improvements to the Common Elements:

All painting, decorating, maintenance, landscaping, repairs and replacements to the Common Elements, whether located inside or outside of Buildings or Units, shall be made by the Board of Managers. Which need not obtain the approval of Unit Owners or of Permitted Mortgagees (Regardless of the cost thereof), and the cost of the same shall be a Common Expense (unless necessitated by the negligence, misuse, or neglect of a Unit Owner, in which case such Unit Owner will bear the entire cost thereof). All painting, decorating, maintenance, repair and replacements in or to the Limited Common Elements, as defined in the

Declaration, will be performed by the Unit Owner having direct and exclusive access thereto, at such Unit Owner's sole cost and expense, if it involves nonstructural, ordinary maintenance, repairs or replacements or it is as a result of the Unit Owner's acts or omissions.

The cost of repairs, maintenance and snow removal from the public sidewalks shall be a Common expense. All maintenance and repairs to the Common Elements shall be performed by employees of the Condominium or by independent contractors.

The cost of maintaining, repairing and replacing any Limited Common Element shall be the responsibility of the Unit Owner at the Unit Owner's sole cost and expense.

5. Insurance:

The Board of Managers shall maintain fire insurance policies, insuring the Buildings (including all Units and the exposed face of all walls, ceilings and floors in the Units (other than walls, ceilings and floors erected by a Unit Owner other than Sponsor) as finished by Sponsor in accordance with the section titled "*Description of Buildings and Specifications*" and all kitchen and bathroom fixtures and appliances installed therein by Sponsor as described in said section, but not including appliances or any furniture, furnishings, or other personal property supplied or installed by the Unit Owners or tenants of Unit Owners) and covering the interests of the Condominium, the Board of Managers, all of the Unit Owners, the holders of all permitted Mortgages, Sponsor, Managing, Agent, as their respective interests may appear, in an amount to the lesser of the full replacement cost of the Buildings (exclusive of excavation and foundations) without deduction for depreciation, or the amount of insurance necessary to avoid the effects of co-insurance. Each of such policies shall contain a New York Standard Mortgagee Clause in favor of each Permitted Mortgagee, which shall provide that the loss proceeds, if any, thereunder shall be payable to such Permitted Mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee as set forth below. The cost of all such insurance shall be paid by the Board of Managers and shall be borne by the Unit Owners as part of the Common Charges.

The proceeds of all such policies of physical damage insurance shall be payable to the Board of Managers in the event of a loss amounting to \$250,000 or less, and to the Insurance Trustee, if the loss shall amount to more than \$250,000. Such proceeds shall be applied for the purpose of repairing, restoring, or rebuilding the Buildings, unless otherwise determined by Unit Owners. In no event shall such proceeds be paid to the holder of any mortgage placed by a

Unit Owner on his or her Unit unless, in accordance with the provisions of Section 5.5 of the By-Laws, there shall be a determination not to rebuild the Buildings. The Insurance Trustee shall be a bank or trust company, having an office in the State of New York, designated by the Board of Managers in accordance with the By-Laws.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or on invalidity, arising from any acts of the insured or the Unit Owners and waivers of pro-rata reduction of liability if Unit Owners obtain additional coverage, and shall provide that such policies may not be cancelled or substantially modified without at least 10 days' written notice to all of the insureds. Duplicate originals or certificates of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all named insureds and additional insureds at least 10 days prior to expiration of the then current policies. Each unit owner shall be an additional insured.

The Board of Managers shall also maintain: (a) officers' and Board of Managers members' liability insurance; (b) public liability insurance as to personal injury and property damage in such limits and amounts as the Board of Managers may from time to time determine (which shall also name the Adjoining Owner as an Additional Insurer, as its interest may appear); and (c) such other insurance as the Board of Managers may from time to time determine. Such public liability insurance will also cover cross-liability claims of one insured against another. However, such insurance will not cover the individual liability of a Unit Owner arising from any occurrence within his or her own Unit or arising out of his or her negligence.

Any insurance maintained by the Board of Managers may provide for such deductible amounts as the Board of Managers may determine. The cost of all such insurance shall be paid by the Board of Managers and shall be borne by all Unit Owners as part of the Common Charges.

Until the first Meeting of the Board of Managers elected by the Unit Owners, the general liability insurance will be in a limit of \$1,000,000.00 covering all claims for personal injury or property damage in respect of any one occurrence, with a \$2,000,000 general aggregate and the all-risk building insurance will be at least in the amount of \$1,000,000.00. The Board of Managers shall review such limits annually. See the Notes to Schedule B for full details of the projected insurance coverage to be maintained by the Board of Managers during the first year of condominium operation.



Unit Owners shall not be prohibited from carrying other insurance for their own benefit, provided that such policies contain waivers of subrogation and provided, further, that the liability of the carriers issuing insurance procured by the Board of Managers shall not be affected or diminished by reason of any Unit Owner's other insurance. A Unit Owner should consider maintaining, at his or her own expense: (a) separate insurance on the contents (i.e., furniture and other personal property and belongings, including replacements, additions, upgraded fixtures and appliances such as kitchen appliances installed by the Unit Owner and other improvements such as wallpaper and other wall, floor or ceiling treatments installed by the Unit Owner) in his or her Unit, in such amount as will be adequate to insure against loss by reason of fire or other casualty, and (b) liability insurance against claims for personal injury or property damage resulting from occurrences due to his or her negligence.

6. Repair or Restoration after Fire or Other Casualty:

Except as set forth in the next paragraph, in the event that the Buildings or any part thereof are damaged or destroyed by fire or other casualty, the Board of Managers will arrange for the prompt repair and restoration thereof (including any Units but excluding appliances, fixtures, furniture, furnishings or other personal property not constituting a part of such Unit or a Limited Common Element or not specifically covered by special endorsement), and will use the insurance proceeds for such purpose. If the insurance proceeds are insufficient to cover the cost of repairs or restoration, the Board of Managers may assess all Unit Owners for such deficit as a Common Expense. Any surplus insurance proceeds shall be paid to all Unit Owners in proportion to their respective Common Interest, except that no payment shall be made to a Unit Owner until there has first been paid, out of his or her share of such funds, such amounts as may be necessary to reduce unpaid liens on his or her Unit (other than mortgages that are not Permitted Mortgages) in the order of priority of such liens.

If 75% or more of the Buildings are destroyed or substantially damaged and if 75% or more of all Unit Owners, both in number and in Common Interests, do not promptly resolve to proceed with the repair or restoration thereof, the Buildings will not be repaired and shall be subject to an action for partition instituted by and Unit Owner or lienor, as if owned in common, in which case the net proceeds of the resulting 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 to a Unit Owner until there has first been paid, out of his or her share of such funds, such amounts as may be necessary to discharge all unpaid

liens on his or her Unit (other than mortgages that are not Permitted Mortgages) in the order of the priority of such liens. If Sponsor or any Sponsor-designee is then a Unit Owner, it will have the right to vote at any meeting of Unit Owners called for the purpose of deciding whether or not to proceed with the restoration or repair of the Property.

7. Right of First Refusal to Purchase or Lease Units:

Each residential or commercial Unit Owner may sell or lease his or her Unit provided, however, that when such Unit Owner sells or leases his or her Unit to a non-Family Member or non-Affiliate (other than Sponsor, any Sponsor-designee any partner of any entity affiliated directly or indirectly with Sponsor), the Unit Owner must first give the Board of Managers written notice of his or her intention to do so, which notice shall be accompanied by a fully executed copy of the contract of sale or lease as the case may be, containing all of the terms offered in good faith by the prospective purchaser or lessee. The Board of Managers, on behalf of all Unit Owners, shall have the exclusive right to purchase the Unit or to lease the Unit within fifteen (15) days after receipt of such notice of sale or lease; on the same terms set forth in said contract or lease, all as more specifically set forth in Article 7 of the By-Laws. If the Board of Managers elects to purchase or lease such Unit, title shall close or a lease shall be executed within 45 days after the day upon which the Board of Managers shall give notice of its election to accept such offer. If the Board of Managers does not notify the Unit Owner within fifteen (15) days of its election to purchase or lease the Unit, such Unit Owner will have 120 days thereafter to consummate the sale or lease to the party and in accordance with the terms stated in the contract of sale or lease appended to such notice, failing which the Unit Owner will again be required to first offer the Same to the Board of Managers as provided above. The Board of Managers shall have the right to require a Unit Owner to pay a fee to the Board of Managers and/or the Managing Agent to cover reasonable legal and other expenses of the Board of Managers and the Managing Agent in connection with the sale or lease of a Unit except such changes and fees shall not apply to a sale or lease of any Unit by Sponsor, any Sponsor-designee or any partner of any entity affiliated directly or indirectly with Sponsor. Any other fees in connection with the sale or lease of a Unit may only be enacted by action of Unit Owners except any such fee shall not apply to a sale or lease of any Unit by Sponsor, any Sponsor-designee or any partner of any entity affiliated directly or indirectly with Sponsor.

The Board of Managers may not exercise its option to purchase or lease any Unit unless those Unit Owners owning a majority of the aggregate Common Interests of all Units affirmatively vote in favor thereof, in person or by proxy,

at a meeting of Unit Owners at which a quorum is present. If approval is given the Board of Managers may assess each Unit Owner (other than the selling Unit Owner), in proportion to his or her Common Interest, an amount necessary to effectuate the purchase or lease, including any rent, purchase price, Common Charges, real estate taxes, closing costs and closing adjustments in connection therewith, or it may use funds deposited in the capital and/or expense accounts of the Condominium. Alternatively, the Board of Managers may elect to finance the purchase of a Unit, but no such financing may be secured by an encumbrance on any portion of the Buildings other than the Unit to be purchased and its Appurtenant Interest.

The foregoing restrictions upon the sale and lease of Units shall not apply to Sponsor, any Sponsor-designee, any partner of any entity affiliated directly or indirectly with Sponsor, and shall not apply to Units acquired by a mortgage in foreclosure or by deed in lieu of foreclosure; each such owner shall be free to sell or lease such Unit without first offering to sell or lease such Unit to the Board of Managers and without paying any charges or fees to the Board of Managers.

All Units acquired or leased by the Board of Managers or its designee shall be held by the Board of Managers or its designee on behalf of all Unit Owners, in proportion to their respective Common Interests. No Units held by the Board of Managers or its designee shall carry voting rights.

While a Unit is owned or leased by the Board of Managers, such Unit is subject to the same use restrictions that are applicable to all other Units. A Unit owned by the Board of Managers shall be sold or leased in accordance with the terms and conditions approved by the Board of Managers. The proceeds of any such sale shall be applied in accordance with the instructions of the Board of Managers on behalf of all Unit Owners, in proportion to their respective Common Interest. Any Unit leased by the Board of Managers may be subleased without the consent of the Unit Owner in accordance with the terms and conditions approved by the Board of Managers.

The Board of Managers may not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status, or other grounds prohibited by law.

8. Liability of the Board of Managers, Officers and Unit Owners:

Members of the Board of Managers must act in accordance with their fiduciary obligations. Members of the Board may be personally liable for misconduct committed in

bad faith or other intentional misconduct. The members of the Board of Managers and the officers of the Condominium will have no liability to Unit Owners for errors of judgment, negligence, or otherwise, except that individual members and officers will be liable for their own bad faith or willful misconduct. The Board of Managers and any officer may contract or effect other transactions with any member of the Board of Managers, with any Unit Owner, with Sponsor, or with any affiliate of any of them at competitive rates without incurring any liability for self dealing, subject to the By-Laws.

Every contract made by the Board of Managers, by any officer of the Condominium, or by any superintendent or Managing Agent of the Buildings shall state (if obtainable) that (a) it is made only as agent for all Unit Owners, and the members of the Board of Managers or such officers superintendent or Managing Agent shall have no personal liability thereon (except in their capacities as Unit Owners) and (b) the liability of any unit Owner with respect to such contract shall be limited to (I) such proportionate share of the total liability thereunder as the Common Interest of such Unit Owner bears to the aggregate Common Interest of all Unit Owners and (ii) such Unit Owner interest in his or her Unit and its Appurtenant Interest, unless otherwise provided by law.

All Unit Owners shall severally indemnify each member of the Board of Managers and each officer of the Condominium against any liability or claim, contractual or otherwise, except those arising out of the bad faith or willful misconduct of such member or that are contrary to law or the terms of the Declaration of the By-Laws. However, the liability of any Unit Owner on account of such indemnification will 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.

#### 9. Reports to the Unit Owners:

An annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, shall be submitted by the Board of Managers to all Unit Owners within four months after the end of each fiscal year of the Condominium.

Written notice of each annual or special meeting of all Unit Owners shall be given to all Unit Owners who are then the record owners entitled to vote or designate members of the Board of Managers at such meeting. Such notice shall set forth the purpose, time and place of such meeting and may be given to any Unit Owner by personal delivery, mail or telegram not later than ten (10) business

days prior to the day fixed for the meeting. If the business to be conducted at the meeting shall include the consideration of a proposed amendment to the Declaration or the By-Laws, the notice shall be mailed to all Unit Owners at least thirty (30) days prior to the day fixed for the meeting and shall be accompanied by a copy of the text of such proposed amendment.

The books of account and records of the Condominium may be examined by Unit Owners during regular business hours. True copies of the Floor Plans, the Declarations, the By-Laws and the Rules and Regulations shall be kept on file in the office of the Board of Managers and shall be available for inspection during regular business hours by persons having an interest therein.

10. Amendments to the Condominium Documents:

Generally, subject to certain exceptions and provided that any required consent of the Mortgage Representatives is obtained, any provision of the Declaration, the By-Laws, or the Rules and Regulations may be amended, modified, added to, or deleted by the affirmative vote of 66-2/3% of all Unit Owners, both in number and in common Interests. However, the Declaration, the By-Laws and the Rules and Regulations may not be amended or modified so as to be effective in any respect against Sponsor or any Sponsor-designee, or any Affiliate, and Unsold Unit or any mortgage, pledge, lien or security agreement covering such Units without the prior written consent of Sponsor, Sponsor-designees any partner of any entity affiliated directly or indirectly with Sponsor. In addition, the provisions of the Declaration and By-Laws relating to (i) the use of Units or each Unit's Common Interest may not be amended without the prior written consent of every Unit Owner affected by such amendment or (ii) the rights, benefits and exemptions of the Unsold Units may not be amended without the prior written consent of Sponsor.

11. Mechanic's Liens:

Under the provisions of the New York Condominium Act, no lien of any nature may arise or be created against the Common Elements except with the unanimous consent of all Unit Owners. Liens may arise or be created against only the several Units and their respective Common Interests. A lien for labor performed in, or materials supplied to, a Unit may be filed against the Unit of an owner who has expressly requested or consented to the performance of such work or the supplying of such materials, but may not be filed against the Unit or any other owner who has not expressly requested or consented to the same, except in the case of emergency repairs. No labor performed in, or materials furnished to, the Common Elements shall be the basis for a lien thereon but all Common Charges received by the Board of Managers shall

constitute trust funds for the purpose of paying the cost of labor performed or materials furnished at the request, or with the consent, of the Board of Managers or the Managing Agent.

12. Termination of Condominium:

The Condominium shall continue (unless terminated by casualty loss, condemnation, or eminent domain as provided in the By-Laws) until such time as the Property shall be withdrawn from the provisions of the New York Condominium Act as a result of the vote to do so of at least 80 percent of all Unit Owners, both in number and in Common Interest. In addition, the written consent of the Mortgage Representatives, if any, shall be required before such vote is effective. Sponsor and Sponsor-designees will not vote the aggregate Common Interests appurtenant to Units owned by Sponsor or Sponsor-designees for such withdrawal unless at least 80 percent of all other Unit Owners, both in number and in Common Interests, elect to withdraw, at which time Sponsor and Sponsor-designees may choose to vote its Common Interest either in favor of or against withdrawal from condominium ownership, as it sees fit. In the event of withdrawal, the Property shall be subject to an action for partition by any Unit Owner or any lienor as if owned in common, in which event the net proceeds of the sale resulting therefrom shall be divided among all Unit Owners in proportion to their respective Common Interest after first applying the share of the net proceeds of such sale otherwise payable to any Unit Owner to the payment of expenses of the Condominium and then to the payment of any liens on his or her Unit, in the order of priority of such liens.

13. Easements:

Each Unit shall have, in common with all other Units: (a) an easement to use, maintain, repair, alter and replace all pipes, wires, ducts, vents, cables, conduits, public utility lines and other Common Elements located in other Units or elsewhere in the Buildings and serving such Unit; and (b) an easement for the continuance of any encroachment by such Unit on any other Unit or on any Common Elements existing, or that may come into existence, as a result of (i) the settling or shifting of the Buildings; (ii) any alteration or repair to the Common Elements made by, or with the consent of, the Board of Managers; or (iii) any repair or restoration of the Buildings (or any portion thereof) or of any Unit 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, so that any such encroachment may remain so long as the Buildings 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.

Sponsor has reserved the right, for itself and any Sponsor-designee (so long as Sponsor or any Sponsor-designee owns one or more Units) and for the Board of Managers, to grant such additional electric, gas, telephone cable T.V., water sewer, drainage or other utility easements or to relocate any existing utility easements as Sponsor, Sponsor-designees, or the Board of Managers shall deem necessary or desirable for the proper operation and maintenance of the Buildings, or any portion thereof, or for the general health or welfare of the Unit Owners provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Units for dwelling or permitted professional or business purposes. Access to any Unit or to the Common Elements in furtherance of such additional or relocated easements shall be exercised in such manner as shall not unreasonably interfere with the use of the affected Units for dwelling or permitted professional or business purposes.

Sponsor, Sponsor-designees any partner of an entity affiliated directly or indirectly with Sponsor and prospective Purchasers and tenants of Unsold Units shall have an easement on and through the Common Elements for all purposes relating to the construction, sale and rental of Such Units, without being subject to any charge or fee therefor. Sponsor, Sponsor-designees and any partner of any entity affiliated directly or indirectly with Sponsor may use its Units, the Common Elements, the exterior of the Buildings and the adjacent sidewalk (at any one or more places designated by Sponsor) for sales, renting, or display purposes, including placing for sale or for rent signs and other promotional and/or building materials of such size and content as such persons shall determine.

#### 14. Miscellaneous:

Real estate tax assessments against each Unit may be appealed by the owner of such Unit. The Board of Managers may, at its option, appeal the real estate assessments against one or more Units.

The Common Elements shall remain undivided, and the Unit Owners shall have no right of partition with respect to the Common Elements and are deemed to covenant that they will institute no action for partition of the Common Elements, except as expressly permitted in the Declaration and the By-Laws.

## RIGHTS AND OBLIGATIONS OF UNIT OWNERS:

### 1. Meetings and Votes of the Unit Owners:

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

Each Unit Owner, including Sponsor and Sponsor-designees, shall be entitled to cast one vote at all meetings of the Unit Owners for each .0001% of Common Interest attributable to the Unit(s) owned by him or her.

When voting for the election of members of the Board of Managers. Each Unit Owner entitled to vote shall be entitled to one vote for each .0001% of Common Interest attributable to his or her Units per member to be elected. The presence, in person or by proxy, of Unit Owners having a majority of the votes of all Unit Owners shall constitute a quorum at all meetings of the Unit Owners, and, unless otherwise provided, the decision of the Unit Owners casting a majority of the votes of the Unit Owners at a meeting at which a quorum shall be present shall be binding upon all of the Unit Owners. However, elections of members of the Board of Managers shall be determined by plurality vote.

A copy of the Declaration and a copy of the By-Laws, are set forth in Part II of this Offering Plan.

### 2. Sale or Lease of Units:

Each Unit Owner may sell or lease his or her Unit to either a Family Member or an Affiliate, without presenting to the Board of Managers an opportunity to purchase or lease such Unit except that if such sale or lease is to a non-Family Member or non-Affiliate, then such Unit owner must first give the Board of Managers, acting on behalf of all other Unit Owners, an opportunity to purchase or lease such Unit at the same price or rental and on the same terms as were offered by the proposed Purchaser or lessee as more specifically provided for in the By-laws of the Condominium. The Board will notify the Unit Owner of its intention to exercise its right of first refusal with respect to the sale and/or leasing of a Unit within 20 days of receipt of a



notice from the Unit Owner of the intended sale or lease. The Board of Managers must thereafter exercise such right of first refusal within an additional 30 days. The Board may obtain mortgage financing or use Common Charges for the acquisition and maintenance of a Unit by the Board of Managers on behalf of all Unit Owners. The Unit so owned or leased shall be used only for residential purposes. A Unit purchased or leased by the Board of Managers may be sold or leased in any name that the Board deems in the best interest of the Condominium. The proceeds of the disposition of any such Unit sold shall be the property of the Condominium and shall be deposited into the reserve fund and used solely for Capital improvements. The Board of Managers may not discriminate against any person based on race, creed, color, national origin, sex, age, disability or other grounds prohibited by Law. The Board of Managers shall have the right to require a Unit Owner to pay a fee to the Board of Managers and/or the Managing Agent to cover reasonable legal and other expenses of the Board of Managers and the Managing Agent in connection with the sale or lease of a Unit. Any lease for a Unit shall be substantially in the form prepared by the Real Estate Board of New York, Inc., for apartment leases except as otherwise provided in the By-laws and except for such changes thereto as are recommended by counsel to the Board of Managers.

Notwithstanding any provision to the contrary in this Offering Plan, Sponsor, any Sponsor-designee, any partner of any entity affiliated directly or indirectly with Sponsor, or any mortgages acquiring title to a Unit in a foreclosure shall have the right to sell or lease any Unit owned by them without any requirement that (i) the same be offered to the Board of Managers prior to such sale or lease or (ii) a charge or fee be paid to the Board of Managers or any other entity or person.

Sponsor, Sponsor-designees and partners of any entity affiliated directly or indirectly with Sponsor hereby reserve the right to lease a Unit to the Purchaser of said Unit prior to the conveyance of title. In addition, Sponsor, Sponsor-designees and partners of any entity affiliated directly or indirectly with Sponsor reserve the right to lease Units to non-purchasers without limitation as to the rental to be charged therefor except such rents shall not be in violation of any applicable law. No amount paid as either rent or security under the lease will be credited towards the purchase price. If in fact, prior to the sale of a Unit, such Unit is leased to any person or entity who does not purchase, the initial Purchaser thereof will purchase a Unit that has been previously occupied. In all such cases, at closing such Units will be delivered free and clear of any tenancy or occupancy unless Purchaser expressly approves such tenancy. Notwithstanding the foregoing, if, prior to the sale of a Unit, Sponsor, any Sponsor-designee or any partner

of any entity affiliated directly or indirectly with Sponsor leases such Unit to any person or entity claiming by, through or under the Purchaser of such Unit, than such Purchaser shall be obligated to purchase such Unit subject to such lease, or the occupancy, of such Unit.

No lease shall be entered into by Sponsor, any Sponsor-designee or any partner of any entity affiliated directly or indirectly with Sponsor having a commencement date, which is prior to the issuance of a certificate of occupancy, which permits lawful use of the leased Unit.

Every sale or lease of a Unit must include a similar sale or lease of such Unit's undivided interest in the Common Elements.

A Unit Owner may, without restriction, make a gift of his or her Unit to anyone during his or her lifetime, devise such Unit by will or pass same by intestacy.

### 3. Mortgage of Units:

Each Unit Owner is free to mortgage his or her Unit subject to the restrictions contained in the By-laws. Prior to or simultaneously with the closing of any mortgage transaction, the Unit Owner must satisfy all arrearages for any unpaid Common Charges and Special Assessments owed by such Unit owner and discharge any liens therefor.

### 4. Easements and Rights of Access:

Each Unit Owner shall have an easement in common with the other Unit owners to use, maintain, repair, alter and replace all pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements located in other Units and serving his or her Unit. In addition, each Unit Owner shall have an easement for the continuance of any encroachment by the Unit on any adjoining Unit or on any Common Element, now existing or which may come into existence hereafter as a result of the settling or shifting of Buildings or as a result of repair or restoration of Buildings or a Unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, or by reason of any alteration made by or with the consent of the Board of Managers or the Sponsor to the Common Elements so that any such encroachment may remain undisturbed so long as Buildings stand. As more fully set forth in the By-laws and the Rules and Regulations, the Sponsor, the Board of Managers and the Managing Agent, and all designees thereof, shall have a right of access to each Unit to inspect and make repairs to the Unit to prevent damage to the Common Elements or any other Unit.

### 5. Use of Units:

The Residential Units may be used only for private residential use, except that a Unit Owner may use a portion of his or her Unit for any home occupation use including as a professional office, provided that the nature and manner of such use complies with Law and does not violate the then existing Certificate of Occupancy covering the Buildings and such Unit or applicable zoning laws and ordinances, building codes or other rules and regulations of governmental authorities having jurisdiction. No illuminated or other sign may be used in connection with the aforementioned use without the prior written consent of the Board of Managers.

Except as set forth above, no industry, business, trade, occupation or otherwise, designated for profit, altruism, or otherwise shall be conducted, maintained or permitted in any part of the Units or Common Elements. No for sale, For Rent or For Lease signs or other similar window displays or advertising shall be maintained or permitted in any Unit or adjoining Common Elements, nor shall any Unit be rented for transient, hotel or motel purposes. Notwithstanding the foregoing, Sponsor and Sponsor-designees reserve the right to place For Sale, For Rent or For Lease or similar signs on any unoccupied Units or Unsold Units.

Notwithstanding the foregoing Sponsor and Sponsor-designees, reserve the right to place For Sale, For Rent or For Lease or similar signs on the Buildings. Additionally, Sponsor and Sponsor-designees reserve the right to maintain and staff one or more vacant and Unsold Units as a sales office and/or model Unit.

No Unit Owner shall be allowed to put his or her name on any entry to the Buildings or entrance to any Unit, except in the proper places approved by the Board of Managers for such purposes.

Except as provided in this section, 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, nor shall anything be projected out of any window of the Buildings.

No exterior of any Unit or the windows or doors thereof or any other portions of the Common Elements shall be painted or decorated by any Unit Owner in any manner or without prior written consent of the Board of Managers or except as provided in the By-laws.

No personal articles (including but not limited to, garbage cans, bicycles, motorcycles, bottles or mats) and no furniture, artwork, equipment or doormats shall be placed or stored in entrances, hallways, stairways, as other Common Elements, except as approved by the Board of Managers. No

Unit Owner shall change or alter in any way the design, layout or color scheme or furnishings in entrances, hallways, stairways or other Common Elements.

Decorating and furnishing of Limited Common Elements by the Owner of the Unit which has the exclusive right to use and occupancy of such Limited Common Elements shall not require the consent of the Board of Managers if it does not adversely affect the structure of the Buildings or the value of other Units or Common Elements and complies with all laws. No fences or permanent barriers are allowed in the patios. Where there are fences, the Unit Owners of the Limited Common Elements shall not install lockable gates, in order to permit the superintendent to go through the patios to maintain the Common Elements. Any laundry lines installed in the patios shall not interfere with exit passage at the gates. The patios may not be used to store commercial goods or animals. Loud music, noise or bright lights, which may disturb neighbors, are prohibited. The existing trees shall not be removed. There shall be no painting of the exterior walls adjacent to the Limited Common Elements except as approved by the Board of Managers. The fire escapes and the area below the drop ladder of the fire escapes shall be kept clear of objects at all times.

The Board of Managers or the Managing Agent shall retain a passkey to each Unit. No Unit Owner shall change any lock on any door leading into his or her Unit without the prior written consent of the Board of Managers. As a condition to obtaining such consent, the Unit Owner must provide the Board of Managers with a key to such changed lock for their use. If a Unit Owner fails to provide the Board of Managers with all keys necessary to gain entrance to such Unit Owner's Unit promptly after such Unit Owner moves into his or her Unit, then Sponsor shall be automatically released from any obligation it may have for correcting defects in or making repairs to such Unit. If Sponsor or the Board of Managers must gain access to a Unit for emergency purposes and a Unit Owner has not furnished a key to the Board of Managers as provided in this paragraph, then the affected Unit Owner shall be liable and responsible for any damage to the Common Elements or such Unit caused by Sponsor or the Board of Managers in gaining access to such Unit. Furthermore, if the Unit Owner is not personally present to open and permit an entry to his or her Unit at any time when an entry therein is necessary or permissible under the Rules and Regulations or under the By-Laws, and has not furnished a key to the Board of Managers or the Managing Agent, then the Board of Managers or the 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 Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Unit Owner's property).

No Unit owner shall make or permit any noise or objectionable odor that will disturb or annoy the occupants in the Buildings 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 any dirt or other substances to be swept or thrown therefrom, or from the doors, windows or fire escapes of a Unit.

Unit Owners shall be permitted to keep animals as pets provided that any pet does not interfere with the use and enjoyment of the Buildings by the other Unit Owners. In no event shall dogs or cats be permitted in any of the public portions of the Buildings unless carried or on a leash. Each Unit Owner who keeps an animal in the Buildings shall indemnify the Board of Managers and held it harmless against any loss or liability of any kind or character whatsoever arising from or as a result of having an animal in the Property. Notwithstanding the foregoing, the Board of Managers shall have the right to limit the number of animals kept by a Unit Owner or to prohibit any animal, which the Board of Managers determines to be interfering with the use and enjoyment of the Buildings by the other Unit Owners.

Unit Owners shall not be permitted to hang radio or television aeriels from the exterior of the Buildings without written approval of the Board of Managers.

No 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.

Sponsor or its designee, the agents of the Board of Managers, and any authorized contractor or workman may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of this Offering Plan, the Declaration, By-Laws, or Rules and Regulations of the Condominium.

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

Any damage to the Buildings 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 Property or regarding the actions of other Units Owners shall be made in writing to the Board of Managers. Only the Board of Managers shall have the right to enforce the Rules and Regulations of the Condominium; the Board of Managers may in its, absolute discretion waive any violation.

The Rules and Regulations of the Condominium are set forth in Part II of this Offering Plan as an addendum to the By-Laws. The Rules and Regulations govern the use of the Units and Limited Common Elements and may be amended from time to time by the Board of Managers.

6. Common Charges, Liens for Nonpayment of Common Charges:

Each Unit Owner shall have an obligation to pay Common Charges and Special Assessments when due. Except as set forth in the Notes to Schedule B and as otherwise provided in the By-Laws, 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 the By-Laws of the Condominium. Common Charges will be established by the Board of Managers on an annual basis, at least, and be paid in equal monthly installments, due and payable on the first day of each month. The Board of Managers, in accordance with 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 Assessments to be paid by each Unit Owner shall also be determined in accordance with the Unit Owner's percentage of Common Interest, as determined by the Board of Managers. Notwithstanding, the foregoing, however the Board of Managers shall not reduce the Common Charges payable during any year occurring within a period when Sponsor or Sponsor-designees own Units having more than 50% of the Common Interest of all Units solely as a result of either reducing the number of employees of the Condominium below the numbered employees for the Condominium on the date of recording the Declaration or reducing or eliminating any service or reducing the insurance coverage below that provided for the Buildings on such date, except with the concurrence of a majority of the members of the Board of Managers elected by Unit Owners other than Sponsor or Sponsor-designees.

Under the provisions of Section 339-z of the New York Real Property Law, 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 at the Register's Office, New York County 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 (15) days of the same becoming due and payable, the Board of Managers shall have the right to place a lien against such 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. The failure to make prompt payment of Common Charges or Special Assessments when due shall subject the Unit Owner to a late charge as described in the By-Law. Notwithstanding the foregoing, the Sponsor, any Sponsor-designee and any partner of any entity affiliated directly or indirectly with Sponsor shall not be subject to the late charge. The Sponsor will cause the Board of Managers to file a lien as provided for in Section 339-aa of the Real Property Law on Units in which Sponsor is more than 30 days in arrears of Common Charges while it is in control of the Board of Managers.

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, without limitation, placing a lien against the Unit Owner's Unit, instituting foreclosure proceedings and filing suit against a Unit Owner.

7. Repairs:

Except as otherwise provided in the Declaration or By-Law, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary in or to any Unit and all portions of both, including, but not limited to, the interior walls, ceilings and floors in the Unit, kitchen and bathroom fixtures and appliances, windows and their frames, sills and sashes, all doors and their frames and saddles (except painting the exterior side of a Unit entrance doors and door bucks), all interior staircases exposed plumbing, gas and heating fixtures and equipment. Lighting and electrical fixtures (but excluding any Common Elements contained therein) shall be performed by the owner of such Unit at such Unit Owners cost and expense.

All painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary, to the Common Elements, as defined in the Declaration, and the painting of the exterior side of Unit entrance doors and door backs 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. All painting, decorating, maintenance, repair and replacements in or to the Limited Common Elements, as defined in the Declaration, will be performed by (a) the Board of Managers if it involves structural or extraordinary maintenance, repairs or replacements (including, without limitation, repairs that are not caused by the acts or omissions of the Unit Owner having direct and exclusive access thereto), or (b) subject to the restrictions set forth in the By-Laws and the Rules and Regulations by the Unit Owner having direct and exclusive access thereto, at such Unit Owner's sole cost and expense, if it involves nonstructural, ordinary maintenance, repairs or replacements or it is as a result of the Unit Owner's acts or omissions.

8. Alterations - Right to Inspect:

A non-structural alteration to a Unit or its appurtenant Limited Common Element that does not adversely affect the structure of the Buildings or the value of other Units or the Common Elements, that cannot be sighted from the Common Elements or another Unit or from a public street, and that complies with all laws, may be made by any unit owner without consent of the Board of Managers. No Unit Owner (other than Sponsor or Sponsor-designees) may make a structural alteration in a Unit without the prior written approval of the Board of Managers. Upon such approval, the Unit Owner in question shall agree that (i) such structural alteration



shall be at the Unit Owner's sole cost and expense, (ii) all work shall be done in accordance with all governmental or quasi-governmental laws, rules, regulations, codes and ordinances, (iii) all work shall be done by reputable contractors with adequate to liability, property damage and workmen's compensation insurance (certificates for which shall be delivered to the Board of Managers prior to the commencement of construction), (iv) the Unit Owner shall procure and maintain during the course of such work such other insurance as the Board of Managers may reasonably prescribe, and (v) any additions shall be maintained in their entirety by said Unit Owner who shall also be responsible for any repairs, including structural repairs, to such additions, 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 Unit Owner shall further agree to indemnify and held harmless the Board of Managers and its officers, the Managing Agent, Sponsor, and all other Unit Owners from and against any liability cost and cost arising from such work. 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, without limitation, any fees of an attorney and/or fees of an architect consulted by the Board of Managers in connection with the request by a Unit Owner for approval of a structural alteration.

Notwithstanding the foregoing paragraph or any provision in this Offering Plan to the contrary, Sponsor, any Sponsor-designee, and any partner of any entity affiliated directly or indirectly with Sponsor, each have the right, at any time and from time to time, to make either or both non-structural alterations and structural alterations which comply with the Laws in any Unit owned by it, and to subdivide, combine and change the boundary walls of such Units without the prior consent of the Board of Managers and without paying any cost or charge to the Board of Manager or Managing Agent. Notwithstanding the foregoing; (a). no change will be made in the size or number of units and/or their respective percentages of common interest, and no material change will be made in the size or quality of common elements, except by amendment to the plan, and when applicable, to the declaration; (b). unless an affected purchaser consents, no material change will be made in the unit size, layout or percentage of common interest if a purchase agreement has been executed and delivered to the sponsor for that unit and the purchaser is not in default; (c) unless all purchasers consent, no material change will be made in the size and no material adverse change will be made in the layout of the common elements; (d). Sponsor shall not change the size, location of buildings or units or other improvements or

common elements if such changes affect the percentage of elements if such changes affect the percentage of common interest or adversely affect the value of any unit to which title has closed or for which a purchase agreement has been executed and is in effect unless all affected unit owners and contract vendees consent in writing to such change.

Sponsor, the Board of Managers and/or the Managing Agent shall have a permanent right of access to any Unit for the purpose of inspecting or making any repairs or replacements to any of the Common Elements contained in such Unit or elsewhere in the Buildings, remedying any condition which would result in damage to any other Unit or to the 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.

Patios and any other Limited Common Element shall be maintained and repaired and shall be kept free and clear of snow, ice and any other accumulations, by the Unit Owner at Unit Owner's own cost and expense.

9. Insurance:

The insurance policies obtained by the Board of Managers shall provide, that Sponsor, each Unit Owner, each Permitted Mortgage of a Unit and Managing Agent shall be named insureds, as their interests may appear. These policies shall provide All Risk Building Insurance, Comprehensive General Liability and Board of Managers and Officers Liability. The specific amounts of coverage are noted in the section titled "Notes to Schedule B."

The insurance does not include any coverage for (i) losses due to fire, theft or other casualty to the personal property of a Unit Owner contained within the Unit or a Limited Common Element, (ii) the cost of living elsewhere if a Unit is greatly damaged, or (iii) liability coverage for a Unit Owner for occurrences within a Unit or a Limited Common Element. The insurance does include coverage for losses due to fire or other casualty to the walls, ceilings and floors in the Units (other than those walls, ceilings and floors erected by a Unit Owner other than Sponsor), as finished by Sponsor in accordance with the section titled "*Description of Property and Specifications*" and all kitchen and bathroom fixtures and appliances installed therein by Sponsor as described in said section, but the insurance will only pay to restore, the walls, ceilings and floors as finished by the Sponsor under the Offering Plan and will not pay for any improvements, alterations or decorations thereto made by the Unit Owner or for any kitchen or bathroom fixtures and

appliances installed by the Unit Owner. UNIT OWNERS SHOULD CONSULT THEIR INSURANCE AGENT AS TO THE AVAILABILITY OF INSURANCE TO COVER ALL OF THE AFOREMENTIONED AND ANY ADDITIONAL COVERAGE, WHICH MIGHT BE RECOMMENDED.

10. Miscellaneous:

In certain instances, Sponsor, Sponsor-designees, and any partner of any entity affiliated directly or indirectly with Sponsor, are not required to obtain the approval of the Board of Managers or meet requirements imposed upon other Unit Owners. These instances include, without limitation, the right to use a Unit as a model and display For Sale, For rent, For Lease or similar signs, the right to transfer or lease a Unit without offering the Board of Managers the right of first refusal or paying a fee therefor, the right to alter a Unit without obtaining the prior consent of the Board of Managers (but only in accordance with the other terms of this Offering Plan), and the right to amend the Declaration without a vote for the sole purpose of filing the Floor Plans as required by Section 339-p of the Real Property Law. FOR AS LONG AS SPONSOR OR ANY SPONSOR-DESIGNEE OR ANY PARTNER OF ANY ENTITY AFFILIATED DIRECTLY OR INDIRECTLY WITH SPONSOR OWNS TITLE TO ONE OR MORE UNITS, THE RULES AND REGULATIONS OF THE CONDOMINIUM THE BY-LAWS OR DECLARATION MAY NOT BE AMENDED IN A MANNER WHICH WOULD, IN THE SOLE DISCRETION OF SPONSOR OR ANY SPONSOR-DESIGNEE, OR ANY PARTNER OF ANY ENTITY AFFILIATED DIRECTLY OR INDIRECTLY WITH SPONSOR IN ANY WAY, IMPOSE ANY RESTRICTION UPON THE SALE OF ANY UNIT, OR IMPOSE A RIGHT OF FIRST REFUSAL OR PAYING A FEE THEREFOR UNLESS SPONSOR OR EACH SPONSOR-DESIGNEE OR EACH PARTNER OF ANY ENTITY AFFILIATED DIRECTLY OR INDIRECTLY WITH SPONSOR GIVES ITS PRIOR WRITTEN CONSENT TO SUCH AMENDMENT.

To cover administrative expenses, any Unit Owner who fails to pay any sum, charge or assessment within ten days of its due date shall be liable for any expenses incurred by the Condominium in collecting such sum, charge or assessment, including, but not limited to, reasonable attorneys' fees, plus a late charge of 5% and interest at the rate of 2% per month.

**REAL ESTATE**  
**TAXES & TAX STATUS OF CONDOMINIUM**

After the units are separately assessed, each unit will be taxed as a separate tax lot for real estate tax purposes, and that unit owner will not be responsible for the payment of, nor will the unit be subjected to, a lien arising from the nonpayment of taxes on other units.

Assessments from Unit owners received by the Board of Managers of The River Ridge Condominium will not be taxable to The River Ridge Condominium for Federal income tax purposes if The River Ridge Condominium elects special tax treatment under Section 528 of the Internal Revenue Code. In the opinion of Sponsor's counsel, the condominium does qualify for tax treatment under section 528 of the Internal Revenue Code.

If units have not been separately assessed for real estate tax purposes, prior to the closing of title to the first unit, unit owners will make payment of taxes to the Board of Managers. The amount to be paid by each unit owner shall be calculated by multiplying the percentage of the common elements by the real estate tax bill for the period in question. This money shall be paid to the Board of Managers not later than 15 days before the taxes are due to the Taxing Authority. The Board of Managers will establish a separate escrow account for this purpose.

Real estate taxes for the units will be assessed by the New York City Department of Finance. The current tax rate for residential condominiums is .12737%. The assessed valuation for the buildings for the fiscal year 2006/2007 is \$724,320.

A Licensed Real Estate Appraiser has estimated the recorded assessed value for the building when completed at \$2,500,000. At current rates, the tax levy for the entire building calculates to \$310,013. Estimated tax obligations assuming J-51 benefits and no J-51 benefits are set forth in Schedule A. Carrying charges for Units will be substantially higher if J-51 tax benefits are not granted.

The tax assessment for each unit may be allocated on a basis that differs from the allocation of common interests. The figures given in Schedule A are only estimates.

No tax certiorari proceedings are currently pending.

Section 5.11 of the By-Laws provides that the Board of Managers may act as an agent of each Unit Owner who has given his or her written authorization to complain or apply to the board of assessment review or the assessing agency by filing

a single complaint on behalf of all such Unit Owners and to commence and prosecute a special proceeding for the review of assessments of real property as an aggrieved person. The Board of Managers may retain legal counsel on behalf of all Unit Owners for which it is acting as agent and may charge all such Unit Owners a pro-rata share of expenses, disbursements and legal fees, for which charges the Board of Managers shall have a lien pursuant to the terms of these By-Laws.

The Sponsor applied for partial tax exemption benefits under Section J-51 of the Administrative Code('J-51' Benefits). The Sponsor will use best efforts to obtain J-51 Benefits.

It is projected by the Sponsor's Expert that if J-51 exemption Benefits are granted, taxes will be decreased by about \$84,450 for a period of six years.

IT IS A SPECIAL RISK THAT UNIT OWNERS MAY NOT RECEIVE J-51 BENEFITS PRIOR TO CLOSING.

The Sponsor shall keep all records required by HPD and make them available to HPD whenever requested to do so.

HPD routinely conducts audits, which can result in the reduction or revocation of benefits if proper documentation is not provided.

Upon closing, the Sponsor will make all the benefit documents available to the Board of Managers for inspection and copying for the life of the benefits.

The Sponsor will file all applications and timely comply with all procedures required to properly process and maintain J-51 Benefits.

THE SPONSOR DOES NOT AND CANNOT GUARANTEE THAT THE CONDOMINIUM WILL ACTUALLY RECEIVE REAL ESTATE TAX EXEMPTION BENEFITS.

**THOMAS E. BERINATO**

ATTORNEY AT LAW

SUITE 1D

123-40 83<sup>RD</sup> AVENUE

KEW GARDENS, N.Y. 11415

Tel No.: (718) 575 - 3400

Fax No.: (718) 261 - 0510

OPINIONS OF COUNSEL

E-Mail: Berin1@optonline.net

E-Mail: TBerinato@verizon.net

August 13, 2007

East Soho Corp.  
21 Howard Street 2d floor  
New York, N.Y. 10013

Attention: Mr. Philip Chong, President

Re: The River Ridge Condominium  
78 Ridge Street  
New York, N.Y. 10002

Dear Mr. Chong:

I am acting as counsel to the East Soho Corp. in connection with the preparation and processing of its offering plan for the sale of the apartment units, ('units') in the building located at 78 Ridge Street, New York, N.Y. 10002, to be known as The River Ridge Condominium ("Condominium").

In so acting, we have examined the form of the Declaration of the Condominium, the By-Laws and all exhibits thereto contained in the offering plan for the Units, and such other documents as we have deemed appropriate.

Based upon such examination, I am of the opinion that:

1. The condominium regime, when created pursuant to the Declaration of Condominium, By-Laws and other related documents, will be validly formed and the provisions of the Declaration of Condominium and By-Laws will be legal and valid and the Condominium regime will comply with the rules against perpetuities and all other laws regarding the restrictions against alienation.

I have, in rendering this part of our opinion, relied upon (a) certain municipal, departmental and information search reports issued by Summit Associates as well as the opinion of Summit Associates that a valid condominium will be formed upon recordation of the floor plans, declarations and by-laws; and (b) the description of Property, dated September 10, 2006, prepared by H2 Consulting, PE, PC.

2. Each owner of a residential Unit will be entitled under present law to deduct for Federal and New York State income tax purposes the real estate taxes assessed against his Unit and paid by him and the amount paid by him on account of interest of any mortgage indebtedness covering such Unit provided such Unit is used by the owner thereof as a principal or second home (see Rev. Rul. 64-31, 1964-1 C.B. [Part 1] 300). No opinion is rendered as to the deductibility of real estate taxes and mortgage interest with respect to Units not used by the owner as a principal or second home. The owner of a residential Unit who is a veteran of the United States Armed Forces may be entitled to a veteran's exemption covering part of the real estate taxes otherwise assessed against his Unit. N.Y. Real Property Tax Law Section 458.

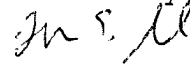
Assessments from Unit owners received by the Board of Managers of the The River Ridge Condominium will not be taxable to The River Ridge Condominium for Federal income tax purposes if The River Ridge Condominium elects special tax treatment under Section 528 of the Internal Revenue Code and (a) The River Ridge Condominium is organized and operated to provide for the acquisition, construction, management, maintenance and care of the property; (b) at least 80% of The River Ridge Condominium's annual gross income consists solely of membership dues, fees or assessments from Unit owners; (c) at least 90% of The River Ridge Condominium's annual expenditures are for the acquisition, construction, management, maintenance and care of the Condominium property; (d) at least 80% of the total square footage of all Units are used by individuals for residential purposes; and (e) no part of the net earnings of the Condominium inures to the benefit of any Unit owner or other private individual. Other income, including income from the sale or leasing of Units owned by the Board of Managers of the Condominium on behalf of all Unit owners, will be taxable to the Condominium. If the Condominium does not elect to be treated under Section 528 or if it does not meet the requirements of Section 528, each Unit owner's proportionate share of all income received by the Condominium may be includable by the Unit owner as taxable income for Federal and New York State income tax purposes, or the Condominium itself may be taxed therefor.

I am of the opinion that the Condominium's income will not be taxable for Federal Income Tax purposes provided that the Condominium is operated in the matter envisioned by this Offering Plan.

No warranties or representations are made that either the United States Treasury Department or the New York State

Department of Taxation and Finance will allow Unit owners the aforementioned deductions for real estate taxes and/or mortgage interest, that the appropriate local accessors will allow an exemption to a veteran Unit owner, or that the Condominium meet the requirements of Section 528 of the Internal Revenue Code.

Sincerely,

A handwritten signature in dark ink, appearing to read 'T. E. Berinato', written in a cursive style.

THOMAS E. BERINATO

TEB/mh



**THOMAS E. BERINATO**

ATTORNEY AT LAW  
SUITE 1D  
123-40 83<sup>RD</sup> AVENUE  
KEW GARDENS, N.Y. 11415

Tel No.: (718) 575-3400  
Fax No.: (718) 261-0510

E-Mail: Berin1@optonline.net  
E-Mail: TBerinato@verizon.net

August 13, 2007

East Soho Corp.  
21 Howard Street Second floor  
New York, N.Y. 10013

Attention: Mr. Philip Chong

RE: The River Ridge Condominium  
78 Ridge Street  
New York, New York

Dear Sir:

As discussed in the offering plan, the sponsor has applied for Partial Tax Exemption for the residential units under Section 11-243 of the Administrative Code of the City of New York ("Section J-51") to the New York City Department of Housing Preservation and Development ("HPD"). I am of the opinion that the condominium complies with the requirements of Section J-51 for a partial tax exemption. Therefore, in the event that the sponsor complies with the requirements of HPD and obtains final approval from HPD, the units will be partially exempt from the payment of real estate taxes.

The percentage interest of each Unit in the common elements shown in Schedule "A" of the Offering Plan is assigned in the approximate proportion that the floor area of the Unit at the date of the Declaration bears to the aggregate floor areas of all Units. In my opinion, this method of assigning the percentage of common interest to each Unit is in compliance with Real Property Law Section 339-i.(1)(ii). This opinion is based on other expert factual determinations as required by Section 20.1(i) of Part 20 of the regulations regarding Vacant, Newly Constructed and Non-Residential condominiums issued by the Attorney General. (See letter of Bill Lam dated June 4, 2007).

Very truly yours,



Thomas E. Berinato

**RESERVE FUND:**

This Offering Plan makes no provision for a Reserve Fund.

#### WORKING CAPITAL FUND:

At the time of the first closing of title to each Unit to a bona fide Purchaser, such Purchaser shall pay a sum equal to two month's common charges to the Board of Managers for its working capital (the Working Capital Fund). This fund is to be used for payment by the Board of Managers of any net closing adjustment expenses owed to Sponsor at the First Unit Closing. The amount of the net closing adjustment owed to Sponsor will be paid to Sponsor by the Board of Managers, without interest, by applying the month's common charges paid by each Purchaser at the closing of title to each Unit to the terms of a non-interest bearing note due on the first anniversary of the First Unit Closing to be executed by the Board of Managers at the First Unit Closing. Sponsor is hereby authorized to endorse the said checks payable to the Board of Managers over to Sponsor and to apply such payments without any further action of the Board of Managers until the promissory note is paid in full. If the promissory note is not fully paid by the due date from such payments, the Board of Managers will pay the note in full from its general funds. The Board of Managers will be entitled to prepay the note, in full only, at any time and without penalty. Sponsor will waive any net adjustments in its favor, which would reduce the Working Capital Fund below \$1,500 after making provision for the amount of monies that would be generated by the payment of the one month's common charges for each Unit in the Property. If the result of the Closing adjustments is a net credit in favor of the Condominium, or if any amounts remain after the promissory note has been fully paid, such 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.

For such period as Sponsor retains control of the Board of Managers, the Working Capital Fund shall not be used to reduce estimated Common Charges.

If the Condominium requires financing for need Capital Improvement, such as renewal or replacement of building components or systems, to remedy major building defects, it has two options. One option would be to make an assessment of all Unit Owners in proportion to Common Elements. Another option would be for the Board to apply for an unsecured loan from a bank or other lender.

NEITHER THE DEPARTMENT OF LAW NOR ANY OTHER GOVERNMENTAL AGENCY HAS PASSED UPON THE ADEQUACY OF THE WORKING CAPITAL FUND.

### MANAGEMENT AGREEMENT:

At or prior to the First Unit Closing, the Sponsor shall sign with the Board of Managers a management agreement with Longines Realty with an office at 194 Grand Street, New York, N.Y. 10013 will undertake to manage the building for a yearly compensation of \$27,600.

The Agreement will be for a term of one (1) year, terminating on the first anniversary of the First Unit Closing.

All expenses incurred by the Managing Agent in performance of its duties will be reimbursed by the Board of Managers and charged to the Unit Owners as a Common Expense. In addition, the Managing Agent may be entitled to a fee for services rendered in connection with processing each application for the sale, lease, or renewal of lease of a Unit by a Unit Owner, provided that the sale, lease, or renewal of lease is not to a Family member, Affiliate, or involving the Board of Managers. Sponsor, any Sponsor-designee or any partner of any entity affiliated directly or indirectly with Sponsor, including obtaining a waiver of the right of first refusal and other necessary agreements to properly affect the transfer of title or leaseholds.

The services to be performed by the managing agent include bookkeeping, payroll and collection of common charges, supervision of the building super and preventative maintenance.

The Board may cancel the agreement, with or without cause. The Managing Agent may cancel the agreement by giving 30 days written notice to the Condominium.

The management agreement is not assignable by the Managing Agent without the prior written consent of the Board of Managers.

The Board of Managers under the terms of the management agreement must reimburse the Managing Agent for expenses incurred and must indemnify and hold the Managing Agent harmless against liability for acts properly performed by it under the Management Agreement.

### IDENTITY OF PARTIES:

#### 1. Sponsor

East Soho Corp., the Sponsor, is a Corporation formed on August 22, 2002 under the laws of the State of New York. The principal office of Sponsor is 21 Howard Street, 2d floor, New York, N.Y. 10013. The Sole Officer, Director, and shareholder of Sponsor Philip Chong. The Sponsor's principal is a builder/general contractors and have been an active real estate investor in New York City for over fifteen years.

Phillip Chong has no prior felony convictions, bankruptcies, judgments, or injunctions against him of any kind.

Mr. Philip Chong has not taken part in any cooperative or condominium offering, planned unit development or time sharing offering within the last five years and does not own more than ten (10%) percent of any such offering.

#### 2. Engineer.

The engineer is Harry Hong, PE of H2 Consulting, P.E., P.C. Mr. Hong is a licensed professional engineer in the State of New York. There is no other relationship between Mr. Hong and the Sponsor.

#### 3. Managing Agent.

The Managing Agent is Longines Realty with offices at 194 Grand Street, New York, N.Y. 10013. The officers of Longines Realty are Bill Lam who are licensed real estate broker in the State of New York and have been involved in the management of multi-family residential buildings in the New York area for over 5 years.

The principals of the managing agent have no prior felony convictions.

The Managing agent does not manage any other property owned by the Sponsor or its principals.

A representative list of rental properties managed by the managing agent is as follows:  
185 Canal Street, New York, N.Y. 10002 (office & retail space); 125 Canal Street, New York, N.Y. 10002 (office & retail space); 213/217 Grand Street, New York, N.Y. 10002 (office and retail space); 75 East Broadway, New York, N.Y. 10002 (office and retail space).

#### 4. Counsel

Sponsor has retained the law firm of Thomas E. Berinato, with offices at 123-40 83<sup>rd</sup> Avenue, Kew Gardens, New York 11415, to represent it in connection with the Offering Plan. Mr. Berinato prepared Parts I and II of this Offering Plan, together with the Declaration, the By-Laws, and the forms of Purchase Agreement, Unit Owner's Power of Attorney and Condominium Unit Deed contained in Part II of this Offering Plan. The fee to said firm is being paid by Sponsor.

#### Selling Agent

The Selling Agent is The Sponsor. Philip Chong is the principal of the Sponsor

Mr. Chong has no prior felony convictions, injunctions and judgments against him.

Mr. Chong has not acted as Selling Agent nor has he has not taken part in any cooperative or condominium offering, planned unit development or time sharing offering within the last five years.

#### REPORT TO UNIT OWNERS:

An annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, shall be submitted by the Board of Managers to all Unit Owners within four months after the end of each fiscal year of the Condominium. While the Sponsor is in control of the Board, the financial statement must be certified.

Written notice of each annual or special meeting of Unit Owners shall be given to all Unit Owners who are then the record owners entitled to vote or designate members of the Board of Managers at such meeting. Such notice shall set forth the purpose, time and place of such meeting and may be given to any Unit Owner by personal delivery, mail or telegram not later than ten (10) business days prior to the day fixed for the meeting. If the business to be conducted at the meeting shall include the consideration of a proposed amendment to the Declaration or the By-Laws, the notice shall be mailed to all Unit Owners at least thirty (30) days prior to the day fixed for the meeting and shall be accompanied by a copy of the text of such proposed amendment.

The books of account and record of the Condominium may be examined by Unit Owners during regular business hours. True copies of the Floor Plans, the Declarations, the By-Laws and the Rules and Regulations shall be kept on file in the office of the Board of Managers and shall be available for inspection during regular business hours by persons having an interest therein.

A copy of the proposed annual budget of the condominium shall be given annually by the Board of Managers to all unit owners within fifteen days prior to the date set for its adoption. While the Sponsor is in control of the Board of Managers, such budget shall be certified in compliance with 13 New York Code Rules and Regulations Part 20.4 of the Rules governing Newly Constructed, Vacant or Nonresidential Condominium.

#### DOCUMENTS ON FILE:

Sponsor shall keep copies of the Plan, all documents referred to in the Offering Plan, and all Exhibits submitted to the Department of Law in connection with the filing of the Offering Plan on file and available for inspection without charge at the office of the Managing Agent for a period of six years from the date of the first closing. Sponsor shall deliver to the Board of Managers of all documents filed with the appropriate recording office at the time of closing to the first unit.



**SPONSOR'S STATEMENT  
OF BUILDING CONDITION PURSUANT TO  
SECTION 13 N.Y.C.R.R. PART 20.3(gg)**

New York State Department of Law  
Real Estate Financing Bureau  
120 Broadway 23<sup>rd</sup> Floor  
New York, NY 10271

RE: The River Ridge Condominium  
78 Ridge Street,  
New York, New York

The Sponsor adopts the Description of Property and Building Condition contained in Part II of the Offering Plan. The Sponsor represents that it has no knowledge of any material defects or need for major repairs to the Property, except as set forth in the Description of Property and Building condition.

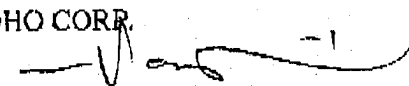
The contemplated rehabilitation to the Property, as well as the time table for completion of the construction, are described in the Description of Property and Building Condition contained in Part II of the Offering Plan.

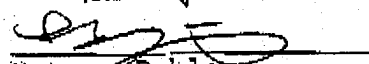
As stated in the Description of Property and Building condition, the number of units offered will be identical to the number of units indicated in the Certificate of Occupancy. All property interest offered, including basement facilities for storage are provided for in the Certificate of Occupancy.

Reference is made to the Official Inspection Reports reflecting upon the condition of the premises, such as notices of building code violations. All existing notices of building code violations are reproduced herein in Part II of the Plan. Sponsor shall remove and correct all such notices at or prior to the issuance of a new Certificate of Occupancy for the Property.

EAST SOHO CORR.

Sworn to before me  
On 17<sup>th</sup> day of Aug 2007.

By:   
Philip Chong, President

  
Notary Public

**LAIYIN L. LI**

Commissioner of Deeds, City of New York  
No. 2-12361

Certificate filed in New York County  
Commission Expires Aug 1, 2008

**GENERAL:**

1. There are no lawsuits or other legal proceedings pending which could materially affect this Offering, the Purchasers of Units, the Property, Sponsor's capacity to perform all its obligations under the Offering Plan, the Condominium or the operation thereof.

2. To the best of Sponsor's knowledge, the Property has not been the subject of any prior public offering.

3. Sponsor hereby represents that neither it, nor any of its agents, will refuse to sell or offer, or will otherwise discriminate against any person or persons by reason of their race, religion, color or place of national origin in the sale, transfer or lease of Units described in this Plan.

4. The Sponsor has not entered into any contracts or oral agreements and has not accepted any deposits, advances of funds as of the date the plan is accepted for filing by the Department of Law.

5. Sponsor represents that all units offered in the plan are vacant.

6. A Purchaser who is not in default under the Purchase Agreement shall be afforded a right of rescission if there is a substantial amendment to the Offering Plan that adversely affects such Purchaser. Such right of rescission must be exercised by written notice within fifteen (15) days after receipt of the amendment. Sponsor will return the downpayment promptly to any Purchaser entitled to rescind who exercises such right in accordance herewith. Changes in purchase prices for Units or an increase in the Total Projected Budget by less than 25% shall not be deemed substantial adverse amendments.

7. Sponsor will comply with the smoke and carbon monoxide detector laws.

8. This Offering Plan may not be changed or modified orally.

Dated: Kew Gardens, New York  
August 13, 2007  
East Soho Corp. Sponsor

**THIS PAGE INTENTIONALLY LEFT BLANK**

## **PART TWO**

**THIS PAGE INTENTIONALLY LEFT BLANK**

## AGREEMENT

**AGREEMENT** made as of \_\_\_\_\_, 200\_\_, between East Soho Corp., having offices at 21 Howard Street, New York, N.Y. 10013 (Sponsor-Seller) and \_\_\_\_\_ having an address at \_\_\_\_\_ ("Purchaser").

### *WITNESSETH*

#### 1. Purchase Price

1.1 The Purchase price ("Purchase Price") is \$

(a) constituting a down payment in the amount of ten percent (10%) of the Purchase Price on the signing of this Agreement by check (subject to collection), receipt of which is hereby acknowledged; and

(b) \$ \_\_\_\_\_, constituting the balance of the Purchase price, in cash or good certified check of Purchaser or official bank check, on the delivery of the deed as hereinafter provided (subject to the provisions of subsection 1.2 hereof).

1.2 All checks shall be drawn on a New York bank or trust company, which is a member of the New York Clearing House Association. All checks in payment of the portion of the Purchase Price referred to in subsection 1.1 (a) hereof shall be made payable to the order of "THOMAS E. BERINATO ESQ., Escrow Account for THE RIVER RIDGE CONDOMINIUM" and all checks in payment of the portion of the Purchase Price referred to in subsection 1.1(b) hereof shall be made payable to the direct order of the Sponsor.

1.3 Any portion of the Purchase Price to be loaned by a bank, trust company or other lending institution may be paid on the Closing Date (as hereinafter defined), provided the Sponsor shall have been furnished with a copy of a written mortgage loan commitment accepted by Purchaser from such bank, trust company or other lending institution for such portion of the Purchase Price as is being borrowed, on or before the date such portion of the Purchase Price would otherwise have been due under subsection 1.1 hereof.

2. The Offering Plan. Purchaser acknowledges having received and read a copy of the Offering Plan for Condominium ownership of the premises located at 78 Ridge Street, New York, NY and all amendments thereto filed with the Department of Law of the State of New York (hereinafter collectively referred to as the "Plan") within a 72 hour period immediately preceding the execution of this Agreement by Purchaser. The Plan is incorporated hereby 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 Plan, the Plan shall govern.

3. **Definitions.** Terms used herein which are also used in the Plan shall have the same meanings herein as therein unless the context otherwise requires.
4. **Architectural Plan.** Purchaser has been given an opportunity to examine the architectural plans and specifications for the above-numbered Unit and for the building in which it is located ("the Building"), prepared by the Harry Hong, Licensed Professional Engineer ("the Engineer").
5. **Construction.** The construction of the building and Unit and the materials, equipment and fixtures installed therein shall be substantially in accordance with the plan and the Architectural Plans and specifications as said plans and specifications are modified or amended as provided in the plan. The issuance of a final certificate of occupancy for entire Building shall be deemed presumptive evidence that the Building has been fully completed in accordance with the plans and specifications.
6. **The Unit.** Sponsor agrees to sell and convey and Purchaser agrees to purchase the Unit ("Unit") designated as Unit No. \_\_\_\_\_ in the Declaration, together with a \_\_\_\_\_% undivided interest in the Common Elements appurtenant thereto, together with and subject to the easements, covenants, rights and benefits set forth in the Declaration and By-Laws, and upon and subject to the terms and conditions set forth herein.
7. **Closing.** The closing of title shall take place on no less than thirty days' 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. Such date shall be no earlier than 30 days after the date on which written notice is given to Purchaser that the Plan has been declared effective (unless Purchaser and Seller shall agree on an earlier Closing Date). The closing of title may be adjourned to such later date as the parties may agree upon in writing, or otherwise as set forth in the following paragraph, and such adjourned date shall then be deemed the Closing Date hereunder. Purchaser shall be entitled to one reasonable adjournment of up to fifteen days, on five days written notice by Purchaser to Sponsor. The Seller may be entitled to reasonable adjournments in the closing of title in the event of delays by reason of weather conditions, strikes or material shortages, or delays in inspections and reports thereon, or other requirements. However, in the event the Seller shall be unable to convey title to the Unit on or before six months after the date of delivery of title set forth herein, except for (i) delays due to strikes, acts of God, wars, lockouts, military operations, national emergencies, installation of public utilities, governmental restrictions preventing Seller from obtaining necessary supplies and/or materials, in which event the period shall be extended to nine months, or (ii) the Purchaser's default, the Purchaser shall have the option to cancel this Agreement and to have his down payment returned to him with interest, if any.
8. **Delivery of the Deed and Power of Attorney to the Condominium Board.**
- a. At the closing of title, Sponsor shall deliver to Purchaser a bargain and sale deed with covenants against grantor's acts conveying title to the unit to Purchaser. The deed shall be prepared by Sponsor substantially in the form set forth in Part II of the Plan and shall be executed and acknowledged by Sponsor in the form necessary for recording.

b. At the closing of title, and simultaneously with the delivery of the deed conveying the Unit to Purchaser, Purchaser shall execute and acknowledge a power of attorney to the Condominium Board prepared by Sponsor and substantially in the form set forth in Part II of the Plan.

c. The deed and power of attorney to the Condominium Board shall be delivered to the representative of the title company insuring Purchaser's title (or if no such representative is present, then to Sponsor's attorney) for recording in the New York County office of the Register of The City of New York (the "City Register's Office"). After being recorded, the deed shall be returned to Purchaser and the power of attorney shall be sent to the Condominium Board.

9. **Marketable Title.** At the closing of title, Sponsor shall convey to Purchaser good and marketable title in fee simple, free and clear of all encumbrances other than those set forth in the Plan at Section N paragraph 12 and mortgages, if any, covering the Unit, which Purchaser assumes. Any encumbrances to which title is not to be subject shall not be an objection to title if (a) the instrument required to remove it of record is delivered to the proper party together with the recording or filing fees or (b) Summit Associates will insure Purchaser that it will not be collected out of the Unit if it is a lien, or will not be enforced against the Unit if it is not a lien.

10. **Expenses of closing and closing Adjustments.** Purchaser will pay the closing costs and expenses referred to in the Section of the Plan (as same may be amended to date) entitled "Closing Costs and Adjustments", including New York State and City Real Property transfer taxes and the amount of any credit for mortgage recording tax as set forth in such Section. Purchaser shall make the contribution to the working capital of the Condominium referred to in such Section. Real estate taxes and common charges and 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 certified check or bank check. Recording charges, fees and taxes, as set forth in the Plan, are based on the rates in effect on the date of the Plan and are subject to change without notice.

11. **Escrow Bonding of Deposits.** The Seller will hold all monies received directly or through its agents or employees hereunder in trust until the closing of title to a Unit or Sponsor may use said funds prior to closing if a bond is posted to insure a return of such payment in the event a purchaser is entitled to a refund of such monies pursuant to the terms of this Purchase Agreement or the Offering Plan. In the event Sponsor secures a bond, such funds will be held in a trust pursuant to Section 352-H and 352-e(2) (b) of the General Business Law, in a special account titled "THOMAS E. BERINATO, ESQ., Escrow Agent for THE RIVER RIDGE CONDOMINIUM" or similar name in JP Morgan Chase Bank, located at 81-35 Lefferts Boulevard, Kew Gardens, N.Y. 11415. The signature of Thomas E. Berinato, closing attorney for Sponsor, shall be required to withdraw such funds. The Funds existing in the Trust Account will be payable to the Seller after the closing of title to the Unit covered by this purchase agreement. In the event of default by the Purchaser under this



Purchase Agreement, which default continues for thirty (30) days after notice of such default from Seller to the Purchaser, the down payment (to a maximum of 10%) plus the actual cost of any special work ordered, will be released to the Seller from such account as liquidated damages and thereafter neither party shall have any rights or obligations against the other.

In the event the Seller cannot convey title to the Unit, all monies advanced by the Purchaser hereunder shall be returned to the Purchaser. The Seller will not record the Declaration until it has Purchase Agreements for at least 15% of all the Units. If the Seller does not record the Declaration and abandons the Offering Plan, all monies advanced by the Purchaser will be returned promptly thereafter with interest, if any.

12. **Binding Effect of Declaration, By-Laws and Rules and Regulations.** Purchaser hereby accepts and approves the Plan (including the Declaration, By-Laws and Rules and Regulations contained therein) and agrees to abide and be bound by the terms and conditions thereof.

13. **Agreement Subject to Mortgage.** No encumbrances shall arise against the Property as a result of this Agreement or any monies deposited hereunder. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agrees that the provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgages heretofore or hereafter made and any payments or expenses already 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. Sponsor shall, at its option, either satisfy such mortgages or obtain a release of the Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date unless Purchaser assumes such mortgages. The existence of any mortgage or mortgages encumbering the Property, or portions thereof, other than the Unit and its undivided interest in the Common Elements, shall not constitute an objection to title or excuse Purchaser from completing payment of the Purchase Price or performing all of his other obligations hereunder or be the basis of any claim against, or liability of, Sponsor, provided that any such mortgage is subordinated to the Declaration and the Unit is released from the lien of such mortgage. Purchaser may make his obligations under the Agreement contingent upon obtaining a mortgage loan by executing the Mortgage Addendum to Purchase Agreement attached hereto and compliance with the terms therein. In the event Purchaser does not comply with the terms set forth in the Mortgage Addendum to Purchase Agreement, Seller shall be entitled to declare this Agreement in default and retain the Down Payment and interest as liquidated and agreed upon damages. Should Purchaser comply with the terms set forth in the Mortgage Addendum to Purchase Agreement and fail to obtain a mortgage loan, Seller shall return the Down Payment and interest, if any, to Purchaser and thereafter the parties shall be released from any obligation under this agreement.

14. **Agreement Subject to Plan Becoming Effective; Seller's Right to Cancel.**

This Purchase Agreement is contingent upon the Plan being declared effective. The Plan may be abandoned by Seller at any time prior to its being declared effective and shall be abandoned and deemed abandoned if it has not been declared effective within the time prescribed by the Plan. If the Plan is abandoned or does not become effective, this Purchase

Agreement shall be deemed canceled. If, after the Plan is declared effective, title to the Unit shall not close within the time set forth herein or in the Plan for any reason other than Purchaser's default, then, at Purchaser's option upon ten days' prior written notice, this Purchase Agreement shall be deemed canceled. If this Purchase Agreement is canceled pursuant to the provisions of this paragraph, then not later than five days thereafter, Purchaser shall receive a refund in full, of all monies paid by Purchaser hereunder, with the interest earned thereof, if any, and upon such repayment, neither party shall have any claim against the other and both shall be released from all obligations hereunder.

15. **Default by Purchaser.** In the event Purchaser shall fail to make any payment on the date hereinbefore provided or on such later date as the parties hereto shall agree upon, shall fail to close title on the closing date, or shall fail to perform any of the purchaser's other obligations hereunder, Sponsor may send notice to Purchaser of Sponsor's intention to cancel this Agreement if such default shall not be cured within thirty days thereafter. TIME IS OF THE ESSENCE TO CURE SUCH DEFAULT WITHIN THE SAID THIRTY-DAY PERIOD. If within said thirty day period Purchaser shall fail to cure such default, Sponsor may, at its option, cancel this Agreement by notice of cancellation to Purchaser sent within 30 days after the sending of the said notice of intention to cancel, and thereupon this agreement shall be deemed canceled. In the event that Sponsor shall elect to cancel this Agreement, Sponsor shall certify to its attorney, Thomas E. Berinato, Esq., that Purchaser has defaulted and that Sponsor has elected to cancel this Agreement by reason thereof. If, within three days after the sending of notice of cancellation, Purchaser shall have failed to object thereto by Notice to Thomas E. Berinato, 123-40 83<sup>rd</sup> Avenue, Kew Gardens, , New York, 11415, sent by certified mail, return receipt requested, all payments made by Purchaser pursuant to this Agreement, together with all other sums theretofore paid by Purchaser hereunder, shall be retained by Sponsor as liquidated damages. In no event shall liquidated damages exceed 10% of the purchase price plus the cost of any special work ordered. If this Agreement shall be canceled by Sponsor pursuant to the provisions of this Paragraph, Sponsor may sell the Unit to any third party and Sponsor shall be under no obligation to account to Purchaser for any part of the proceeds of such sale. If Purchaser shall have objected to Sponsor's Notice of cancellation within the aforesaid three day period, Sponsor will retain all payments made by Purchaser pursuant to this Agreement until the dispute is resolved, but Sponsor shall nevertheless have the right to sell the Unit to any third party without any obligation to account to Purchaser for any part of the proceeds of such sale. Thomas E. Berinato, Esq. may rely on the truth and accuracy of the facts contained in Seller's certification and the authority of the person or persons executing the same. In the event of Purchaser's default, no funds will be released to Seller without the signature of Seller's attorney, Thomas E. Berinato.

16. **Possession of Unit Prior to Closing.** 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 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 Sponsor, and if the Sponsor so elects, the Sponsor may cancel this Agreement and the amount deposited hereunder shall belong to the Sponsor as liquidated

damages deemed earned hereunder. It is fully understood and agreed that the Sponsor will not be responsible for damage or loss to any personal property before, on or after the closing if title herein.

17. **Sponsor's Inability to Convey the Unit.** In the event Sponsor is unable to deliver title to the Unit to Purchaser for any reason whatsoever, Seller's liability shall be limited to the return of the money deposited hereunder and upon return of said money, this Agreement shall be null and void and the parties hereto released from any and all liability hereunder. In any event, the Sponsor shall not be obligated to bring any action or proceeding or otherwise incur any cost or expense of any nature whatsoever to cure such inability, and in such case, if Sponsor notifies Purchaser of its refusal to cure such inability and if Purchaser is not in default hereunder, Purchaser shall have the option to (a) take title to the Unit subject to such inability (without any abatement in, or credit against, the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Sponsor shall within ten (10) days after receipt of notice of termination from Purchaser, return to Purchaser all sums deposited hereunder, and upon making such payment, this Agreement shall be null and void and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liabilities under this Agreement and the Plan. The foregoing option must be exercised by notice of Purchaser in writing to Sponsor within ten days after the giving of Sponsor's notice of refusal to cure such inability. If Purchaser fails to give any notice to Sponsor, it shall be conclusively deemed that Purchaser elected the second option above to terminate this Agreement.

18. **Acceptance of Condition of Unit; Risk of Loss.**

(i) Purchaser shall accept title (without abatement in or credit against the Purchase Price or provision of 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) the landscaped area or (d) other portions of the common elements have not been completed. Purchaser will examine his Unit with a representative of the Sponsor during normal business hours prior to the Closing Date and will sign and deliver to Sponsor on or before the Closing Date an Inspection Statement acknowledging the condition in which he has received his Unit.

(ii) Purchaser represents to sponsor that he has examined the Unit and agrees that his execution of this Purchase Agreement shall constitute acceptance of the Unit and the Building and all fixtures, machinery, equipment, furnishings, appliances, installations and other personal property contained therein, in their present condition on the date of this Purchase Agreement, subject to reasonable use, wear, tear and natural deterioration between the date of this Purchase Agreement and the Closing Date.

(iii) Risk of loss for fire or other casualty remains with Seller until the earlier of the following events:

a. Legal title to the Unit has been conveyed to the Purchaser, or

b. The Purchaser has taken actual possession of the Unit pursuant to a written agreement with Seller.

19. **Broker.** Purchaser represents to Sponsor that \_\_\_\_\_, is the only broker or sales agent with whom Purchaser has dealt in connection with this transaction and Sponsor agrees to pay the commission earned by said broker, if any, pursuant to a separate agreement. Purchaser agrees that should any claim be made against Sponsor for commission by any broker, other than the above-named broker on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold free and harmless Sponsor from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees. The provisions of this Article shall survive the delivery of the deed.

20. **Warranties.** At the closing of title, the Seller will deliver the certificates and warranties delivered to them and transferable to purchaser or to the Condominium. Seller's liability pursuant to the manufacturer's warranties covering heat, appliances, electricity, plumbing and roofing are limited solely to the extent that such warranties are delivered to Seller, transferable to the Purchaser or to the Condominium and then only as against such manufacturer. In addition, however, Seller will promptly correct any defects in the construction of the Condominium Unit or the building containing the Unit or in the installation or operation of any mechanical equipment therein due to materials or improper workmanship substantially at variance with the plans and specifications, provided that it is notified of such defects in writing by certified mail within one year from the date of the closing of title to the Unit in which the alleged defect exists.

Purchaser should note that:

- a. No steps taken by Seller to correct a defect shall act to extend the warranty period.
- b. Seller accepts no responsibility for any warranty obligation for incidental or consequential damage caused by any defect.
- c. These warranties give Purchaser specific legal rights. Purchaser may have other rights under State law.
- d. These warranties are extended to you as Purchaser and are not extended to any subsequent Purchaser and mortgage lender who takes possession of the Unit.
- e. These warranties shall be void if Purchaser misuses, abuses or otherwise interferes with or changes Seller's original construction or installations.
- f. Seller is not responsible for any work or material ordered directly by Purchasers from Seller's contractors or suppliers.
- g. These warranties are specifically in lieu of any other guarantee or warranty, express or implied, including any warranty of merchantability. The provisions of this Paragraph shall survive the delivery of the deed.

21. **Agreement May Not Be Assigned.** Purchaser shall not have the right to assign this Agreement without the prior written consent of Sponsor and any purported assignment of this Agreement in violation hereof shall be voidable at the option of Seller.

22. **Binding Effect.** This Agreement shall not be binding on Purchaser or Sponsor until a fully executed copy hereof has been furnished to Purchaser. If this Agreement is not accepted within twenty days from the date hereof by the furnishing to Purchaser of a fully executed copy, this Agreement shall be deemed to have been rejected and canceled and the deposit paid on the execution hereof, with interest accrued thereon, if any, shall be returned promptly to Purchaser.

23. **Notices.** Any notices, request or other communication hereunder or under the Plan shall be in writing and sent, postage prepaid, by registered or certified mail, return receipt requested, to Purchaser at the address given at the beginning of this Agreement, with a copy to his/her/their Counsel or to the seller at the address given at the beginning of this Agreement, with a copy to Thomas E. Berinato, Esq., 123-40 83<sup>rd</sup> Avenue, Suite 1D, Kew Gardens, N.Y. 11415, or to such other address as either party may hereafter designate to the other in writing. Except as otherwise expressly provided herein, the date of mailing shall be deemed to be the date of the giving of notice, except that the date of actual receipt shall be deemed to be the date of giving if any notice of change of address.

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

25. **No Oral Changes:** This Agreement cannot be changed or terminated orally. ANY CHANGES OR ADDITIONAL PROVISIONS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY ALL PARTIES. YOU, AS THE PURCHASER OF THIS UNIT, 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.

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

SPONSOR-SELLER:

PURCHASER:

EAST SOHO CORP.

By: \_\_\_\_\_

\_\_\_\_\_

## MORTGAGE ADDENDUM

The obligations of Purchaser hereunder are conditioned upon issuance on or before **forty-five (45) days from a fully executed contract received by Purchaser's Attorney**, (the "Commitment Date") of a written commitment from any Institutional Lender pursuant to which such Institutional Lender agrees to make a first mortgage loan, other than a VA, FHA or other governmentally insured loan, to Purchaser, at Purchaser's sole cost and expense, of \_\_\_\_\_ (\$\_\_\_\_\_.00) **DOLLARS** or such lesser sum as Purchaser shall be willing to accept, at the prevailing fixed rate ~~of interest not to exceed~~ ~~of interest not to exceed~~ \_\_\_\_\_ or initial adjustable rate for a term of at least **30** years and on other customary commitment terms, whether or not conditional upon any factors other than an appraisal satisfactory to the Institutional Lender. For purposes of this contract, the term "Institutional Lender" shall mean any bank, savings bank, private banker, trust company, savings and loan association, credit union or similar banking institution whether organized under the laws of this state, the United States or any other state; foreign banking corporation licensed by the Superintendent of Banks of New York or the Comptroller of the Currency to transact business in New York State; insurance company duly organized or licensed to do business in New York State; mortgage banker licensed pursuant to Article 12-D of the Banking Law; and any instrumentality created by the United States or any state with the power to make mortgage loans. Purchaser shall (i) make prompt application to an Institutional Lender for such mortgage loan, (ii) furnish accurate and complete information regarding Purchaser and members of Purchaser's family, as required, (iii) pay all fees, points and charges required in connection with such application and loan. (iv) Pursue such application with diligence, (v) cooperate in good faith with such Institutional Lender to obtain such commitment and (vi) promptly give Notice to Seller of the name and address of each Institutional Lender to which Purchaser has made such application. Purchaser shall comply with all requirements of such commitment (or any other commitment accepted by Purchaser) and Seller with a copy thereof promptly after receipt thereof. If such commitment is not issued on or before the Commitment Date, then, unless Purchaser has accepted a commitment that does not comply with the requirements set forth above, Purchaser may cancel this contract by giving Notice to Seller within 5 business days after the Commitment Date, in which case this contract shall be deemed cancelled and thereafter neither party shall have any further rights against, or obligations or liabilities to, the other by reason of this contract, except that the Downpayment shall be promptly refunded to Purchaser and except as set forth in paragraph 27. If Purchaser fails to give notice of cancellation or if Purchaser shall accept a commitment that does not comply with the terms set forth above, then Purchaser shall be deemed to have waived Purchaser's right to cancel this contract and to receive a refund of the Downpayment by reason of the contingency contained in this paragraph. (Delete if inapplicable) (b) Purchaser and Seller agree that the submission of an application to a mortgage broker registered pursuant to Article 12-D of the New York Banking Law ("Mortgage Broker") shall constitute full compliance with the terms and conditions set forth in paragraph 8(a)(i) of this contract, and that Purchaser's cooperation in good faith with such Mortgage Broker to obtain a commitment from an Institutional Lender (together with Purchaser's cooperation in good faith with any Institutional Lender to which Purchaser's application has been submitted by such Mortgage Broker), and the prompt giving of Notice by Purchaser to Seller of the name and address of each Mortgage Broker to which Purchaser has submitted such an application shall constitute full compliance with the terms and conditions set forth in paragraph 8(a)(v) and (vi) of this contract.

SPONSOR-SELLER:

PURCHASERS:

EAST SOHO CORP.

By: \_\_\_\_\_

\_\_\_\_\_

**THIS PAGE INTENTIONALLY LEFT BLANK**

### POWER OF ATTORNEY

The undersigned,  
(residing) (having an office) at \_\_\_\_\_,  
\_\_\_\_\_, the Owner of Unit No. \_\_\_\_\_ in  
the Condominium known as The River Ridge Condominium, located  
at 78 Ridge Street, Borough of Manhattan, State of New York,  
consisting of the property submitted to the provisions of  
Article 9-B of the Real Property Law of the State of New York  
pursuant to Declaration dated \_\_\_\_\_, 200\_\_, and  
recorded in the Register's Office, New York County on  
\_\_\_\_\_, 200\_\_ in CRFN# \_\_\_\_\_, and shown  
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 River  
Ridge Condominium, jointly, true and lawful attorneys-in-fact  
for the undersigned, coupled with an interest, with power of  
substitution, to (1) acquire in their own names, 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 the  
Condominium, in accordance with their respective Common  
Interests, (a) any Unit whose Owner desires to abandon or sell  
the same, together with the undivided interest in the Common  
Elements appurtenant thereto, (b) the interests 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 the  
proceeds of sale or lease thereof, if any, and the rights and  
privileges appurtenant thereto, (c) 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, 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) and 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, 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, and (2) to amend from time to time the  
Declaration, By-Laws and the Rules and Regulations of the  
Condominium, or any of said documents, when such amendment  
shall be authorized by the Declaration or By-Laws.

The acts of a majority of such persons shall constitute  
the acts of said attorneys-in-fact.

The undersigned do hereby nominate, constitute and appoint  
East Soho Corp., (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 Sponsor's designee in accordance with Article 16 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, or (3) shall be authorized pursuant to Article 15 of the Declaration 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 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) or 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-designees shall cease to own any Units in the Condominium.

This power of attorney shall be irrevocable.

All capitalized items in this Power of Attorney shall have the same meaning as in the Declaration or the By-Laws of the Condominium.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

STATE OF NEW YORK ) ss.:

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_, day of \_\_\_\_\_, in the year \_\_\_\_\_, before me the \_\_\_\_\_ undersigned, 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 acknowledge to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signatures on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

## UNIT DEED

THIS INDENTURE, made the \_\_\_\_, day of \_\_\_\_\_, 200\_\_, between East Soho Corp. a corporation formed under the Laws of the State of New York, having an office at 21 Howard Street, 2d floor, New York, N.Y. 10013 (the Grantor), and \_\_\_\_\_, residing at \_\_\_\_\_ (the Grantee).

### W I T N E S S E T H:

That the Grantor, in consideration of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration, paid by the Grantee, does hereby grant and release unto the Grantee, the heirs or successors and assigns of the Grantee, forever:

The Unit (the Unit) known as Unit No. \_\_\_\_\_ in the premises known as The River Ridge Condominium and by the street address of 78 Ridge Street, Borough of Manhattan, New York County, State of New York, said Unit being designated and described as Unit No. \_\_\_\_\_, in the declaration (Declaration) establishing a plan for condominium ownership of said premises under Article 9-B of the Real Property Law of the State of New York (the New York Condominium Act), dated and recorded in the Register's Office, New York County, (the Register's Office) on \_\_\_\_\_, CRFN# \_\_\_\_\_, and also designated as Tax Lot \_\_\_\_\_ in Block \_\_\_\_\_ of the Borough of New York on the Tax Map of the Real Property Assessment Department and on the Floor Plans for said premises, certified by Harry Hong, P.E., , on \_\_\_\_\_, and filed in the Register's Office on \_\_\_\_\_, as Condominium Plan No. \_\_\_\_\_. The premises within which the Unit is located are more particularly described in 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 these terms in the Declaration or in the By-Laws of The Barclay House Condominium. (Said By-Laws, as the same may be amended from time to time, are hereinafter referred to as the By-Laws.)

Together with an undivided \_\_\_\_\_% interest in the Common Elements;

Together with the appurtenances and all the estate and rights of the Grantor in and to the Unit;

Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws, all of which 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 recited and stipulated at length herein;

Subject also to such other liens, agreements, covenants, assessments, restrictions, and other matters of record as pertain to the Unit and/or to the Property;

TO HAVE AND TO HELD 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 New York Condominium Act, or if any provision which is Necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the New York 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 New York Condominium Act, the applicable provisions of Article 17 of the Declaration shall control.

Except as otherwise specifically permitted by the Board of Managers or provided in the Declaration or the By-Laws, the Unit is intended for residential use only.

The Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatever, except as aforesaid.

The Grantor, in compliance with Section 13 of the Lien Law of the State of New York, covenants that the Grantor will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the same for any other purposes.

The Grantee accepts and ratifies the provisions of the Declaration and the By-Laws (and any Rules and Regulations adopted under the By-Laws) and agrees to comply with all the terms and provisions thereof.

The term Grantee shall be read as Grantees whenever the sense of this indenture so requires.

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

East Soho Corp.

By: \_\_\_\_\_  
Philip Chong, President

STATE OF NEW YORK     )ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_, day of \_\_\_\_\_, in the year \_\_\_\_\_, before me the undersigned, personally appeared Philip Chong, 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 signatures on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
Notary Public

CONDOMINIUM  
BARGAIN AND SALE DEED  
WITH COVENANT AGAINST GRANTOR'S ACT

Title No.:

East Soho Corp.

Section  
Block  
Lot

TO

City/Town New York, NY  
County New York

RETURN BY MAIL TO:

## River Ridge Condominium

### Description of Property and Specifications

June 14, 2007

(a) Location and use property:

This property and its proposed use will comply with all zoning and use requirements and the certificate of Occupancy will be presented at closing.

- (1) Address: 198 Delancey Street, New York, NY 10002  
aka: 78 Ridge Street, New York, NY 10002
- (2) Block: 343 Tax Lot: 42
- (3) Zoning: R7-2
- (4) Permissible use: Residential.

(b) Status of construction:

- (1) Year built: 1930
- (2) Year of renovated: 2006 (conversion and Additional)
- (3) Class of construction: Masonry bearing wall with lightweight concrete on metal deck and steel beam, class 1D
- (4) Certificate of Occupancy: Sponsor to obtain Certificate of Occupancy prior to closing.
- (5) Application permit numbers: Alteration application # 103406422 (approved by the New York City Department of Buildings on January 13, 2005).

(c) Site:

- (1) Size: The building is located at 198 Delancey Street, corner of Ridge Street, New York, NY 10002 and occupies Block 343, Tax Lot 42, New York on the New York City Tax Map. The size of the entire zoning lot is 12,531.25 Square Feet per survey No. 60350 dated September 13, 2004 prepared by Saeid Jalilvand Professional Land Surveyor of Montrose Surveying Co., LLP. This site is a rectangle shape. The street, Delancey Street (50' wide), fronting the site is a public street and paved with asphalt concrete in fair condition with one-way traffic going westbound to Ridge Street, and Ridge Street (50' wide), fronting the site is a public street and paved with asphalt concrete in fair condition with one-way traffic going southbound to Delancey Street. New sidewalk and curb in front of building will be constructed per New York City Department of Transportation rules and regulations. The main entrance of the building is on Ridge Street. The secondary exit is on Delancey Street.
- (2) Number of buildings and use: The proposed building is for residential use with 46 dwelling units. This building was converted from an existing 3-stories and cellar commercial storage building, and additional 3-stories on top of the 3<sup>rd</sup> floor. This conversion also changed the construction class from class IIB to class ID. There is two studios apartments, thirty two one-bedroom apartments, twelve two-bedroom apartments in the building. Each apartment consist at least one full bathroom, open kitchen. The handicapped access of the building is located on 1st floor. The sprinkler / gas meter room, electric meter room is located in cellar. There is a buzzer-type doorbell for the front door with an automatic lock.  
As a special note, the recreation room in cellar rear may not be used as bedrooms, cooking space or living space and to do so could result in violations being posted by NYCDOB, NYCHPD, NYFD, etc against the building.
- (3) Streets owned or maintained by the project:
  - (i) Paving: Public street with asphalt concrete in fair condition.

- (ii) Curb: New concrete curb per NYCDOT rules and regulations.
  - (iii) Catch Basins & Drainage: City owned catch basin located in street in fair condition.
  - (iv) Street lighting: Provided by the City of New York.
- (4) Drives, sidewalks and ramps;
  - (i) Paving: Asphalt Concrete paving per City of New York Standard.
  - (ii) Curbing: Concrete curb per City of New York Standard.
  - (iii) Catch basins, drainage: Area floor drains in cellar.
  - (iv) Street lighting: Provided by the City of New York.
- (d) Utilities:
  - Water: There is an existing 12-inch diameter water main in Ridge Street serviced by the New York City Water Board. A tap connection will be made to the building and will be billed from common charges as per rates set by the Water Board in accordance with the water meter reading of actual consumption.
  - Combined Sewer: There is a public owned 12-inch diameter combined sewer in Ridge Street and is currently maintained by the City of New York, Department of Environmental Protection. The condominium is responsible for repair of any damage to this combined sewer. There will be rental charge for the sewer connection to this street sewer, and the sewer tax will be paid to the City of New York. All sewer permits have been obtained.
  - Gas: Keyspan will provide the service of gas usage. There will be one meter for residential cooking and one meter for hot water. Total 2 meters.
  - Electricity: Con Edison Company will provide the service of electricity usage. There will be one meter for each residential unit and one for common area. Total 47 meters.
  - Telephone: Telephone service will be provided by Verizon and will be subscribed by the owner of each condominium unit.
- (e) Sub-soil conditions:
 

There is no foundation construction involved in this conversion. Based on a 4'-0" deep test pip, the soil capacity falls under the NYC building code classification of 8-65 with an allowable bearing capacity of 2.5 ton per square foot, and it is adequate to bear the weight of the three existing stories plus the three new stories.
- (f) Landscaping and enclosures:
  - (1) Grass cover: None
  - (2) Plantings: None
  - (3) Trees: Nine new street trees of at least 3" caliper on sidewalk and permitted by City of New York, Parks & Recreation under permit #2F0594. Five street trees on Ridge Street and four on Delancey Street.
  - (4) Fencing: None
  - (5) Gates: None
  - (6) Garden walls: None
  - (7) Retaining walls: None
  - (8) Display pools and fountains: None
- (g) Building size:
  - (1) Total building height: 70'-2" from street line to Main roof
  - (2) Crawl spaces: None
  - (3) Number of cellars: One

- (4) Number of floors: 6 floors, mechanical penthouse and Roof
- (5) Equipment rooms: Equipment room locates on mechanical penthouse floor and it is use as boiler room (Hot water heater).
- (6) Parapet: One foot height parapet wall. There is a 2'-6" high steel and glass railing on top of the one foot masonry parapet.
- (7) Floor to ceiling height: Cellar: 7'-0"  
1<sup>st</sup> floor 10'-0"  
2<sup>nd</sup> floor: 8'-4"  
3<sup>rd</sup> floor to 6<sup>th</sup> floor 9'-8"
- (8) Occupancy: The total number of residential units is forty-six (46) residential apartments containing the residential rooms based on New York City Zoning Resolution as follows:

Residential Unit/Room Schedule

| <u>Floor</u>          | <u>No. of<br/>Apt.</u> | <u>No of<br/>Studio</u> | <u>Total no.<br/>1-bedroom</u> | <u>Total no.<br/>2-bedroom</u> | <u>Total no.<br/>of rooms</u> |
|-----------------------|------------------------|-------------------------|--------------------------------|--------------------------------|-------------------------------|
| Cellar                | 0                      | 0                       | 0                              | 0                              | 0                             |
| 1 <sup>st</sup> floor | 8                      | 2                       | 4                              | 2                              | 16                            |
| 2 <sup>nd</sup> floor | 10                     | 0                       | 7                              | 3                              | 23                            |
| 3 <sup>rd</sup> floor | 10                     | 0                       | 7                              | 3                              | 23                            |
| 4 <sup>th</sup> floor | 8                      | 0                       | 7                              | 1                              | 17                            |
| 5 <sup>th</sup> floor | 8                      | 0                       | 7                              | 1                              | 17                            |
| 6 <sup>th</sup> floor | 2                      | 0                       | 0                              | 2                              | 6                             |
| Total                 | 46                     | 2                       | 32                             | 12                             | 102                           |

(h) Structural system:

(0) Foundation

- (i) Foundation is consisting of continuous spread footing on earth. Cellar walls are of masonry and stone and found in good condition. There are no bulges, cracks and visible distress.
- (ii) Cellar floor is new concrete slab on grade.
- (iii) Sub-soil condition: no unusual water conditions such as flooding, pounding or wetness was observed in the area and no water was apparent on the surface.

(1) Exterior of buildings:

- (i) Walls: 1<sup>st</sup> floor to 3<sup>rd</sup> floor are existing 16" thick brick wall and to be cleaned, pointed and sealed. 4<sup>th</sup> floor to roof are 8" concrete block wall. The finish of 1<sup>st</sup> floor exterior wall will be stone on existing masonry wall and stucco on masonry from 2<sup>nd</sup> floor to roof.

The interior surface of the masonry wall, at the exterior of the building, shall be finished with batt insulation with a minimum R-value of 11 and gypsum wall board.

- (ii) Windows: New aluminum insulated double-glazing replacement sliding windows with thermal break and 1/2 insect screens. All windows will be caulked from the exterior. The air infiltration level will be kept to the minimum. The ability to stand the cold weather will be adequate in terms of ambient in Manhattan Borough. Lintels will



be of steel beams and/or steel angles. The windows were manufactured by "Crystal Window and Door" with 3 years limited warranty on glass and 5 years limited warranty on non-glass parts.

There are six lot line windows. Three are on north wall of apartment 1B and three on east wall of apartment 1B. Those lot line windows are equipped with security guard. The lot line windows are not required for light and air. The owner of unit 1B will not be required to remove the lot line window at his/her cost and expense in the event that an adjoining building is enlarged along the common lot line. There is a sprinkler head above each lot line window.

- (iii) Landmark status: This is not a landmark building.
- (2) Parapets and copings:  
Roof parapet wall is masonry 1'-0" high including 2" stone coping.
- (3) Chimneys and caps:  
There is one metal chimney for hot water heaters from mechanical penthouse to roof. The chimney and cap are in new condition.
- (4) Balconies and terraces:
  - (i) Deck finish: Stainless Steel plate on Delancey Street and Ridge Street balcony.  
Concrete slab on metal deck, finish with tile on rear balcony.
  - (ii) Balustrade: N/A
  - (iii) Railings: Steel and safety glass railings.
  - (iv) Copings: N/A
  - (v) Soffits: N/A
  - (vi) Doors to balconies and terrace: Aluminum frame glass swing door.
  - (vii) Roof terrace: Concrete slab on metal deck, finish with tile.
  - (viii) Lighting: There is no balcony light fixtures on balcony facing to Ridge Street and Delancey Street.  
All other balcony lights and roof terrace lights are wall mounted. Those lighting fixtures are provided by Satco industrial Style with model number SF76-620.
- (5) Exterior entrances:
  - (i) Exterior doors and frames: Aluminum frame glass door
  - (ii) Vestibule doors and frames: Aluminum frame glass door
  - (iii) Exterior stairs: Concrete stair from sidewalk to secondary exit of the building on Delancey Street
  - (iv) Railings: Steel railing
  - (v) Mail boxes: U.S. Approved mailboxes on the wall of hallway between the exterior door and vestibule door.
  - (vi) Lighting: Four wall mounted lighting fixtures on 1<sup>st</sup> floor of Ridge Street front wall and four wall mounted lighting fixtures on 1<sup>st</sup> floor of Delancey Street front wall.
- (6) Service entrances:
  - (i) Doors and frames: N/A

- |                        |     |
|------------------------|-----|
| (ii) Gates:            | N/A |
| (iii) Exterior stairs: | N/A |
| (iv) Railings:         | N/A |
- (7) Roof and roof structures:
- |                                |                                                                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (i) Type roofs for all areas:  |                                                                                                                                                                                                                                                                                                                                                                                                                         |
| (a) Material:                  | Concrete slab on metal deck.                                                                                                                                                                                                                                                                                                                                                                                            |
| (b) Insulation:                | Batt insulation (R19) between roof and ceiling.                                                                                                                                                                                                                                                                                                                                                                         |
| (c) Surface finish:            | Tile on Rubber roofing.                                                                                                                                                                                                                                                                                                                                                                                                 |
| (d) Bond or guarantee:         | 5 years guarantee                                                                                                                                                                                                                                                                                                                                                                                                       |
| (e) Flashing:                  | Aluminum flashing                                                                                                                                                                                                                                                                                                                                                                                                       |
| (ii) Drains:                   |                                                                                                                                                                                                                                                                                                                                                                                                                         |
| (a) Location:                  | 3 roof drain on 1 <sup>st</sup> floor setback roof, 2 roof drain on 3 <sup>rd</sup> floor setback roof, 3 roof drain on 5 <sup>th</sup> floor setback roof, 4 roof drain on 6 <sup>th</sup> floor roof, 1 roof drain on boiler room roof and 1 on elevator machine room roof.                                                                                                                                           |
| (b) Gutters and leaders:       | N/A                                                                                                                                                                                                                                                                                                                                                                                                                     |
| (iii) Skylights:               | Two 4'x 6' galvanized metal frame with wire glass and ventilator, wire mesh below and over skylight on 1 <sup>st</sup> floor rear stair bulkhead and 6 <sup>th</sup> floor main stair bulkhead.<br>There are six 4'X8' operable skylights on 1 <sup>st</sup> floor setback roof, three for apartment 1B and three for apartment 1C.<br>There one 2'X4' skylight on 1 <sup>st</sup> floor setback roof for apartment 1D. |
| (iv) Bulkheads:                | Three public stairs bulkhead are masonry wall construction. Four apartment's stair bulkheads are glass bulkhead.                                                                                                                                                                                                                                                                                                        |
| (v) Metal work at roof levels: |                                                                                                                                                                                                                                                                                                                                                                                                                         |
| (a) Exterior:                  | None                                                                                                                                                                                                                                                                                                                                                                                                                    |
| (b) Railings:                  | 2'-6" high steel and glass railing on top of 1'-0" high masonry parapet wall.                                                                                                                                                                                                                                                                                                                                           |
| (c) Hatches to roof:           | None                                                                                                                                                                                                                                                                                                                                                                                                                    |
| (vi) Rooftop facilities:       | None                                                                                                                                                                                                                                                                                                                                                                                                                    |
- (8) Fire escapes: None
- (9) Yard and courts: None
- |                 |      |
|-----------------|------|
| (i) Paving:     | None |
| (ii.) Drainage: | None |
| (iii) Railings: | None |
| (iv) Stairs:    | None |
| (v) Fencing:    | None |
| (vi) Walls:     | None |
- (10) Interior stairs:
- |                       |                                                                                                                                                      |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|
| (i) Number of stairs: | Three public interior stairs. One is accessory stair from 1 <sup>st</sup> floor to 1 <sup>st</sup> floor roof. One is secondary exit of the building |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------|

from cellar to 5<sup>th</sup> floor roof and one is the primary stair from cellar to 6<sup>th</sup> floor roof.

There are twelve interior private stairs in the building, six strait stairs and one spiral stair from 1<sup>st</sup> floor apartments to cellar private recreation room, two strait stairs and one spiral stairs from 5<sup>th</sup> floor apartment to private roof terrace, two strait stairs from 6<sup>th</sup> floor apartment to main roof private roof terrace.

- (ii) Enclosure: 4" concrete block wall separated the apartments and public hallway and stair from cellar to roof. There is no enclosure for private interior stairs.
  - (iii) Stair construction: Steel
  - (iv) Stringers: Steel channel.
  - (v) Treads: Metal pan with concrete fill finish for public stair from cellar to roof and oak wood finish for private stairs from apartment to recreation room or to roof terrace.
  - (vi) Risers: Steel risers for public stair from cellar to roof and open riser for private stairs.
  - (vii) Guard rails: Steel railings
  - (viii) Balustrade: None
  - (ix) Lighting: One ceiling mounted light on each public stair landing.
- (11) Interior doors and frames:
- (i) Unit entrance and interior doors and frames: 3'X8', 1-1/2 hour fire rated metal door with peephole and metal frame for 1<sup>st</sup>, 3<sup>rd</sup> to 6<sup>th</sup> floor apartment entrance.  
3'X7', 1-1/2 hour fire rated metal door with peephole and metal frame for 2<sup>nd</sup> floor apartment entrance. All interior doors are hollow wood door and wood frame.
  - (ii) Corridor doors and frames: N/A
  - (iii) Stair well doors and frames: 1-1/2 hour fire rated metal door and metal frame.
  - (iv) Roof doors, cellar doors and frames: 1-1/2 hour fire rated metal door and metal frame.
- (12) Elevators:
- (i) Number of passenger elevators: One Passenger elevator
  - (ii) Manufacturer: Holister-Whitney with maximum passenger load of 5,000 lbs or 30 persons at 300 feet per minute.
  - (iii) Type of operation: Simplex Selective.
  - (iv) Automatic: Controls are microprocessor
  - (v) Floors served: Cellar, 1<sup>st</sup> floor to 6<sup>th</sup> floor, total 7 stops
  - (vi) Type: Overhead geared traction.
  - (vii) Doors: Cab door is 4' wide X 8' high on 1<sup>st</sup> floor to 6<sup>th</sup> floor and 4' wide X 7' high at basement floor. Door type is R.H. SSSO with aluminum sill.
  - (viii) Location of machine rooms: Main roof
  - (ix) DC motor: N/A

- (x) Ac motor-generator set                      Holister-Whitney
  - (ix) Other:                                              Power supply is 208 Volt, 3 phase and 60 Hertz.
  
- (13) Elevator cabs:
  - (i) Kind:                                              Steel frame size of 8' wide x 5'-6" deep.
  - (ii) Floor:                                              Steel plate.
  - (iii) Walls:                                              All walls are stainless steel finish with grab bar at 42 inches above finish floor
  - (iv) Ceiling:                                              Stainless steel finish.
  - (v) Lighting:                                              Fluorescent lighting.
  - (vi) Alarm, safety system:                      Push button alarm with independent direct telephone line.
  
- (i) Auxiliary facilities:
  - (1) Laundry rooms:                      There is a laundry room located in cellar. The room is mechanically vented to roof. It equipped with five washer machine and six dryers. Dryers vented directly to main roof.
    - Washing machine:
      - Make:                                              Speed Queen
      - Model:                                              BC2-B
    - Dryer:
      - Make:                                              Speed Queen
      - Model:                                              ST025
  - (2) Refuse disposal:                      One refuse storage room and garbage chute access locates on each floor of public hallway and one main one refuse storage locate in cellar. The garbage chute is from 6<sup>th</sup> floor to cellar compactor room. Tenants have to separate recycle and non-recycle garbage and deliver the recycle garbage to the floor refuse storage room, and drop the non-recycle garbage to the garbage chute. Building super will collect all garbage in refuse storage of each floor and in compactor room in cellar and bring those garbage to the sidewalk on the refuse pick up day. Garbage pick up by New York City Sanitation Department.
  
- (j) Plumbing and drainage.
  - (1) Water supply:                      Domestic water is supplied by ductile iron service pipe from a city water main in Ridge Street. Water usage is billed according to a water meter. The material of water pipe is brass.
  - (2) Fire protection system:
    - (i) Standpipes:                                              N/A
    - (ii) Hose racks, hoses and nozzles:                      N/A
    - (iii) Sprinkler heads:                                              165 degree F temperature rating pendent  
Head in each bedroom, living room, recreation room and public hallway.

- (iv) Siamese connection: 1 Located at building front entrance.
- (3) Water pressure: According to the hydrant flow test performed by the NYCDEP Bureau of Water and Sewer Operations on May 26, 2005, the static pressure taken on the 1st hydrant on the North side of Delancey Street, was 55 pounds per square inches. The residual pressure at this point was 54 pounds per square inch when 500 gallons of water per minute were flowing from the west side of Ridge Street 1<sup>st</sup> hydrant north of Delancey Street. This flow test was performed on a 12-inch water main, which is fed from two directions.
- (4) Sanitary sewage system: The sanitary house drain, house trap and house sewer of the entire building are connected by gravity with a 8" cast iron pipe to a 12" diameter city owned combined sewer in Ridge Street.
- (5) Storm drainage system: Storm water will be detained by roof detention and into the roof drain and discharges to the combined sewer in Ridge street.
- (6) Floor drain: Sprinkler room, meter room, laundry room compactor room and boiler room will have one floor drain in each room. There is a sewer ejection pump in cellar.
- (k) Heating:
- (1) Hot Water Heater: Domestic hot water will be provided by a hot water heater and a storage tank and they are located on mechanical penthouse. Water is heated in the hot water heater by gas and then store in the storage tank than pumped throughout the units. The heating system will be designed to maintain a temperature of 72 degree F. inside when the outside temperature is 15 degree F. under normal conditions.
- (2) Number of Hot water heater and tank: Three hot water heater and three hot water tank.
- (3) Manufacturer of Hot Water Heater: A. O. Smith, BTR-400A each typical for 2 100 gallon storage. All hot water heaters have manufacturer's 5 years warranty.
- (4) Fuel: Natural gas supplied by Keyspan.
- (l) Gas supply:
- (1) Type: Natural gas supplied by Keyspan. Gas supply enters underground at the east side of the cellar gas meter room. Gas will be used for cooking and hot water.
- (2) Meters: One meter for apartments cooking and one meter for hot water and dryer of the building. All meters (total 2 meters) located in the cellar gas meter room.
- (3) Piping: All gas piping is scheduled 40 steel screwed to malleable iron fillings.
- (m) H.V.A.C. Unit:
- (1) Type of system: Individual electrical HVAC wall unit will be provided for all bedrooms and living rooms except apartment 1B, 1C living room and 1D living room rear. In apartment 1B, 1C and 1D, each room will provide a air condition with heat pump split unit.
- (2) Central system: None
- (3) Cooling towers: None
- HVAC Wall Unit (all unit except unit 1B, 1C and 1D)
- Make McQuay
- Model PTAC
- HVAC Split Unit (unit 1B, 1C and 1D)

|       |                                           |
|-------|-------------------------------------------|
| Make  | Mitsubishi                                |
| Model | MSZ-A09NA<br>MUZ-09NA<br>MS12TN<br>MU12TN |

(n) Ventilation:

All toilets are provided with 100 cfm exhaust fan. Each kitchen is equipped with an exhaust hood of 560 cfm that will be connected to a kitchen exhaust shaft.

Boiler room on mechanical penthouse has a window that provides natural light and ventilation.

Fresh air in the gas meter room is provided by an 8 inch diameter fresh air duct from street through the front wall into gas meter room.

4 feet by 6 feet wire mesh glass skylight with ventilator over the stair bulkhead provide light and fresh air into public stair shaft.

apartment living rooms and bedrooms have minimum 50% operable clear glass windows facing street and sky that provide light and natural ventilation.

Fresh air is provided in each floor public hallway via a metal duct next to the refuse room of each floor from roof.

(o) Electrical system:

All electrical wiring to be installed is in accordance with the requirement of the City of New York, Electrical Control Bureau and the New York Board of Fire Underwriters.

(1) Service from main service: Electric service main underground from Con Edison main located in the street. The building will have 2000 amperes, 110/208-Volt, 3-phase service connected to the main switch panel to be located in the cellar electric meter room. There will be a total of 47 meters: 46 meters for residential units and 1 meter for building common area usage.

(2) Service to individual units: Each unit will be supplied with 100 amperes, 110/208-volt, 1 phase 3-wires in circuit breaker panel. Each unit will have separate fixtures and convenience outlets installed in accordance with the NYC Electrical Codes including separate outlets for air conditioning equipment.

(3) Adequacy:

(i) Service: Each unit has 8 circuits. The electrical system is adequate to handle all modern appliances and air conditioners. Each unit has one hard wired/ battery back up operated combine smoke / carbon monoxide detector at the hall to the bedroom area.

(ii) Lighting and fixtures:

Lighting schedule:

| <u>Item</u> | <u>Location</u> | <u>Type</u>     | <u>Size of Lamp/shade</u> | <u>Maker</u> |
|-------------|-----------------|-----------------|---------------------------|--------------|
| 1           | bedroom         | Ceiling mounted | 5" round                  | Portfolio    |
| 2           | living room     | Recessed        | 6" round                  | Jesco        |
| 3           | kitchen         | Track lights    |                           | Omega        |
| 4           | bathroom        | Ceiling mounted | 6" round                  | Portfolio    |
| 5           | Balcony         | Wall            | 5" round                  | Satco        |

|   |                                 |                 |                                      |          |
|---|---------------------------------|-----------------|--------------------------------------|----------|
| 6 | Mechanical room<br>& meter room | Surfaced        | 48" and 24"<br>Fluorescent           | Progress |
| 7 | Building Vestibule              | Surfaced        | 48" Fluorescent<br>lamp pendent type | Progress |
| 8 | Corridors                       | Surface mounted | 5" round                             | Jesco    |
| 9 | Halls & Stair                   | Surface mounted | 5" round                             | Jesco    |

(p) Intercommunication and/or door signal systems:

There is one video, audio, VFD directory and digital keypad modules system located at the vestibule of the building connected to 46 individual apartments.

Entry Panel Kits

Make Aiphone

Model GHV-DES

Tenant Station

Make Aiphone

Model GH-1KD

(q) Public area lighting:

All public areas have incandescent lighting and energy-efficient fluorescent lighting and illumination levels conforming to the standard requirements.

(r) Garages and parking areas:

There is a one-car garage located on south side of 1<sup>st</sup> floor and the entrance is on Delancey Street.

(s) Permits and certificates:

The following permits listed are required with their respective agencies:

Department of Buildings:

(a) Alteration construction permit

(b) Plumber's affidavit and permit

(c) Sprinkler permit

Department of Transportation

(a) Sidewalk paving permit

Department of Environmental Protection

(a) Sewer connection permit

(b) Domestic Water tap permit

(c) Fire Water tap permit

(t) Violations:

There are no violations outstanding.

(u) Unit information:

All condominium unit plans are shown on attached floor plans.

Abbreviations:

AT Acoustic Tile

CT

Ceramic Tile

BR

Brick

|      |                         |        |                |     |              |
|------|-------------------------|--------|----------------|-----|--------------|
| GWB  | Gypsum Wall Board       | R      | Concrete Block | SV  | Sheet Vinyl  |
| CONC | Concrete                | WD     | Hard Wood      | PNT | Painted      |
| MR   | Moisture Resistant      | L/D RM | Living         | ST  | Stone Tile   |
| WCB  | Waterproof Cement Board |        | /Dinning Room  | GT  | Granite Tile |

(1) Finish material used:

Note: No material containing asbestos was used in this construction.  
All painted wall to receive one coat of primer and two coats of finish paint.

| Location:          | Sub-floor: | Floor: | Walls:  | Ceiling:  |
|--------------------|------------|--------|---------|-----------|
| Living/Dining Room | CONC       | WD     | GWB/PNT | GWB/PNT   |
| Kitchen            | CONC       | GT     | GWB/CT  | GWB/PNT   |
| Bedroom            | CONC       | WD     | GWB/PNT | GWB/PNT   |
| Bathroom           | CONC       | GT     | WCB/CT  | MRGWB/PNT |

(2) Bathroom Fixtures:  
Toilet (all units):

Make: Gerber  
Model: Vitreous China 21-702

Bathtub (all units):

Make: Botz  
Model: Princeton Recess Bath 2391.202

Faucet: Make: Delta

Exhaust (all units):

Make: Brown

Vanity (top) (all units bath room):

Make: American Classic by RSI Saddle Oval Halo  
Model: 2225HB-SA (Granite)

Vanity (all units shower room)

Make: Pedastal  
Model: COYW50442

All bathrooms and shower rooms will have the following:

1. Ceramic tile floor.
2. All bathrooms wall have ceramic tiles up to ceiling.
3. Vitreous China water closet tank and bowel.
4. Granite top vanity with china sink and stainless steel faucet from "Delta".
5. Medicine cabinet with mirror, towel bar, soap dish at bathtub and toilet paper holder.
6. All bathroom and shower room will equipped with exhaust fan with 100 HP and manufacture by "Brown".

(3) Kitchen Equipment.  
Gas Range (all units):

Make: General Electric  
Model: JGBP85SEJSS

Refrigerator (all units):

Make: General Electric  
Model: GTS18SHSSS



Exhaust Hood (all units):  
 Make: General Electric  
 Model: LRSC26915

Make: Pacific Range hood  
 Model: AC-3300

Dish Washer (all units):  
 Make: General Electric  
 Model: ZBD1800GSS

All kitchens will have the following:

1. 12"x24" ceramic tile floor.
2. All kitchen cabinets will be solid wood and manufacture by "HAMCA".
3. Counter tops will be granite finish and 7" stainless steel sink with "Delta" faucet.

(v) Finish schedule of spaces other than units.

| <u>Level</u>          | <u>Room</u> | <u>Sub-floor</u> | <u>Floor</u> | <u>Walls</u> | <u>Ceiling</u> |
|-----------------------|-------------|------------------|--------------|--------------|----------------|
| Cellar                | Recreation  | CONC             | CT           | GWB/PNT      | GWB/PNT        |
| Cellar                | Meter       | -----            | CONC         | GWB/PNT      | GWB/PNT        |
| Cellar                | Boiler      | -----            | CONC         | GWB/PNT      | GWB/PNT        |
| Typical Floor         | Hallway     | CONC             | CT           | GWB/PNT      | GWB/PNT        |
| 1 <sup>st</sup> Floor | Lobby       |                  |              |              |                |
| Penthouse             | Boiler room | CONC             |              |              |                |

(w) Safety and warning devices:

All residential units have one hard wired with backup battery combine smoke and carbon monoxide detector.

All residential units each room and recreation room are fully sprinkled. All sprinkler heads are pendent head.

NYC local law 11/98 pertaining to period inspection of masonry exterior walls does not apply to this building.

(x) Compliance with Local Law 58 (Handicapped Access Law):

The building complies with Local Law 58.

(y) Environmental Protection

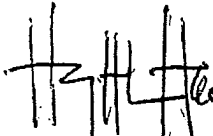
- (1) Pest Control  
Monthly pest control service will be available in the Building
- (2) Asbestos  
The building is asbestos free.
- (3) Lead Based Paint:  
All existing paint in the building had been removed by the building owner's general Contractor "Kam Cheung Construction". Any painting for new construction at the site does not contain any lead based paint. The building is free of lead base paint.

(z) General Comments:

Although the sponsor intends to use fixtures, appliances, equipment and materials described herewith, it reserves the right to substitute fixtures, appliances, equipment and materials of equal or better quality.

The the best of my knowledge there are no unsafe building conditions requiring immediate attention and/or repairs or replacement in the future.

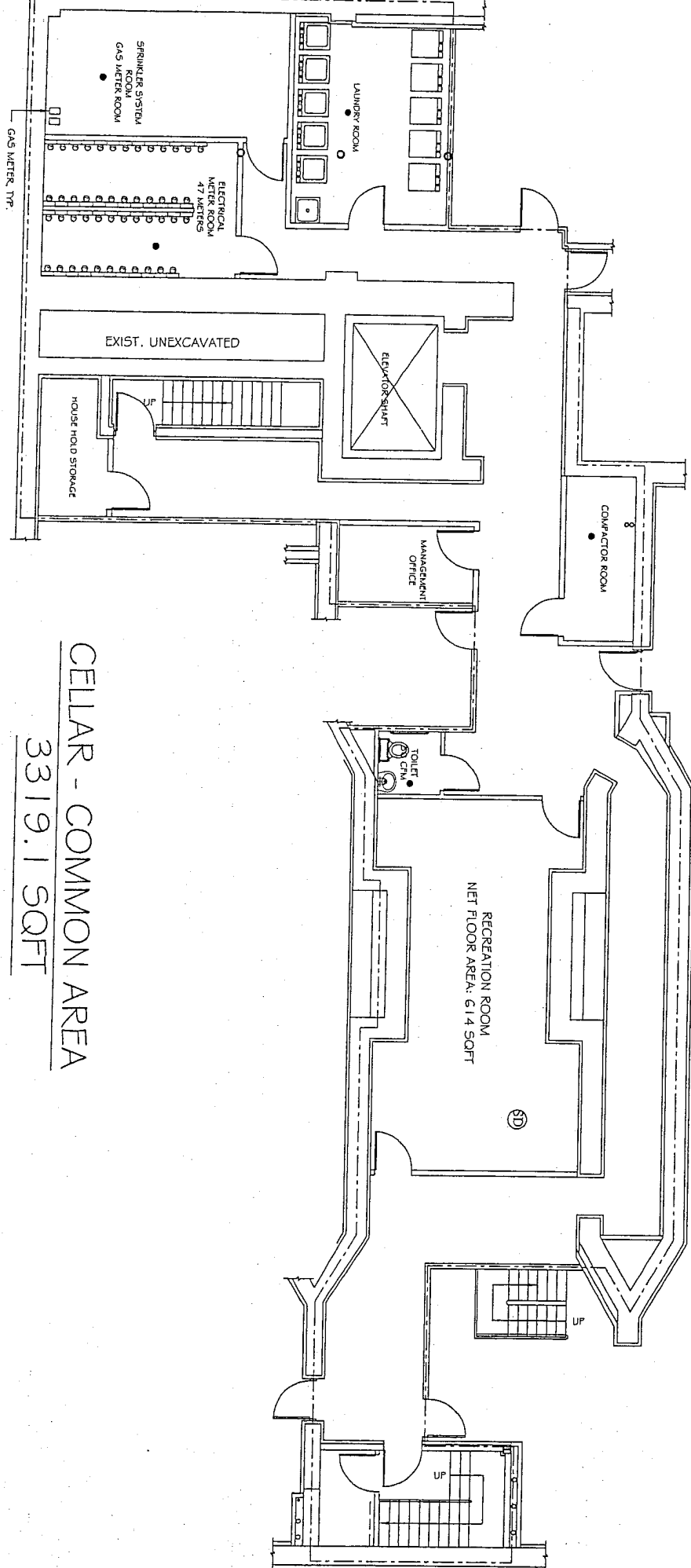
Report Prepared by:



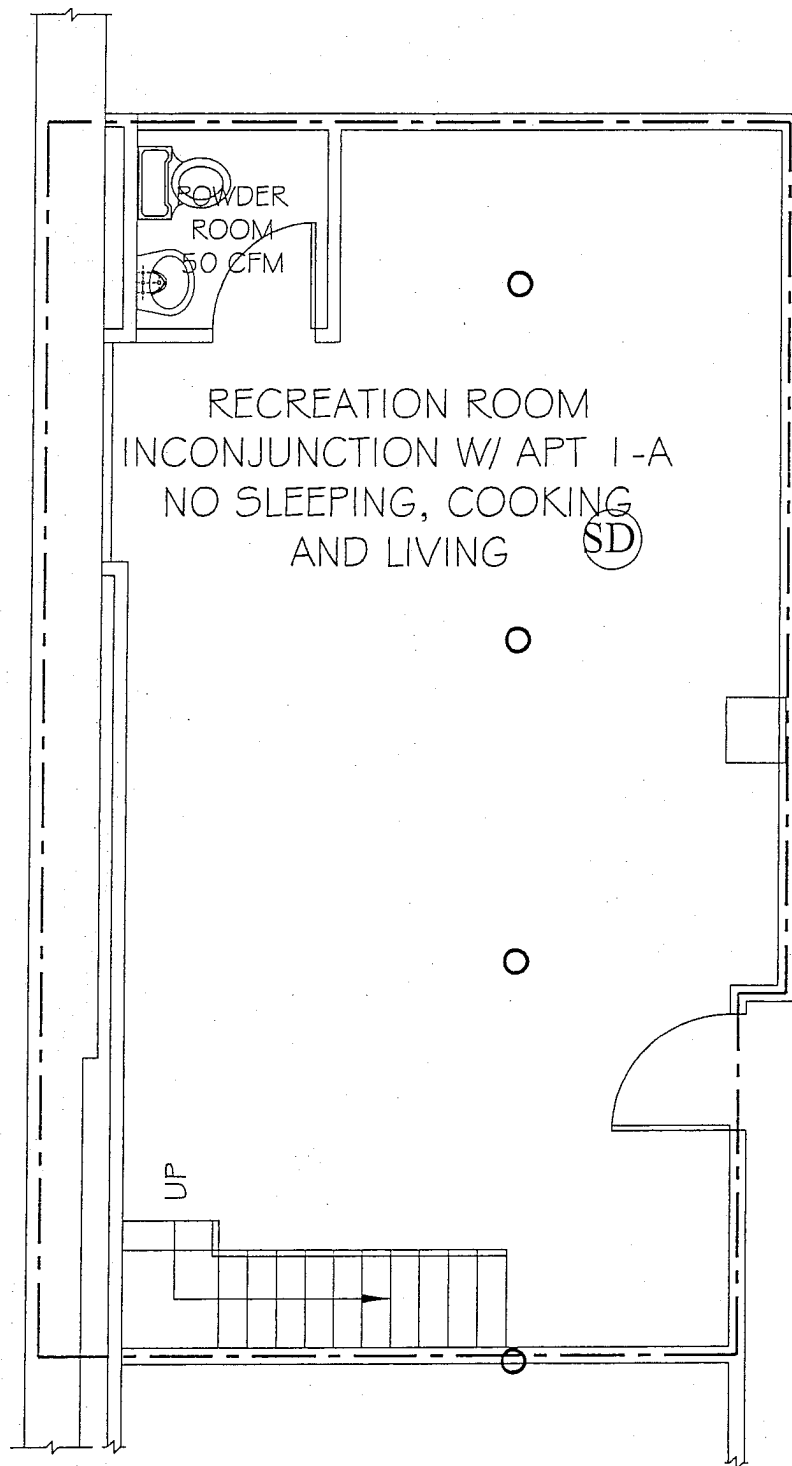
Harry H. Hong, P.E.



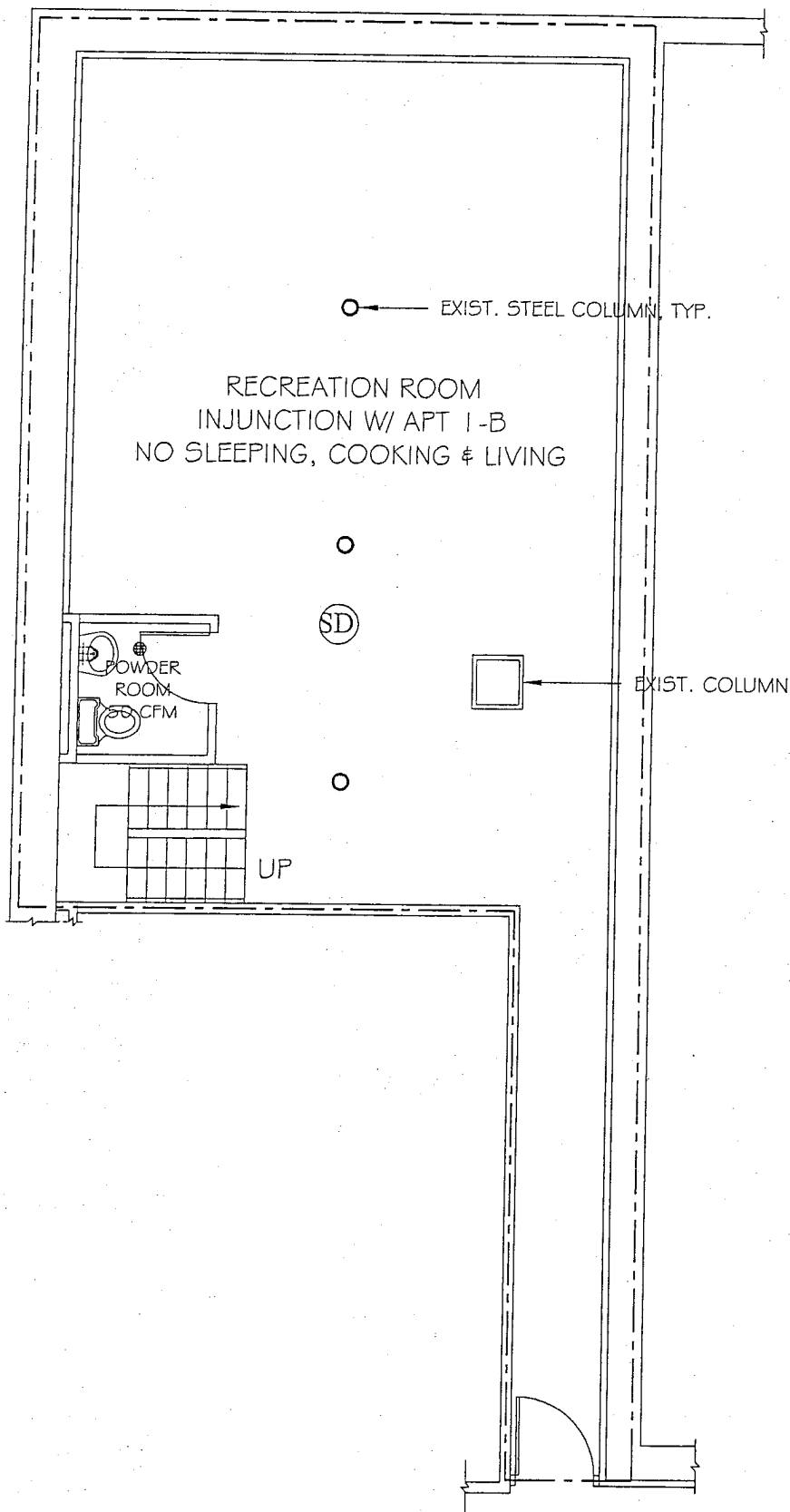
**THIS PAGE INTENTIONALLY LEFT BLANK**



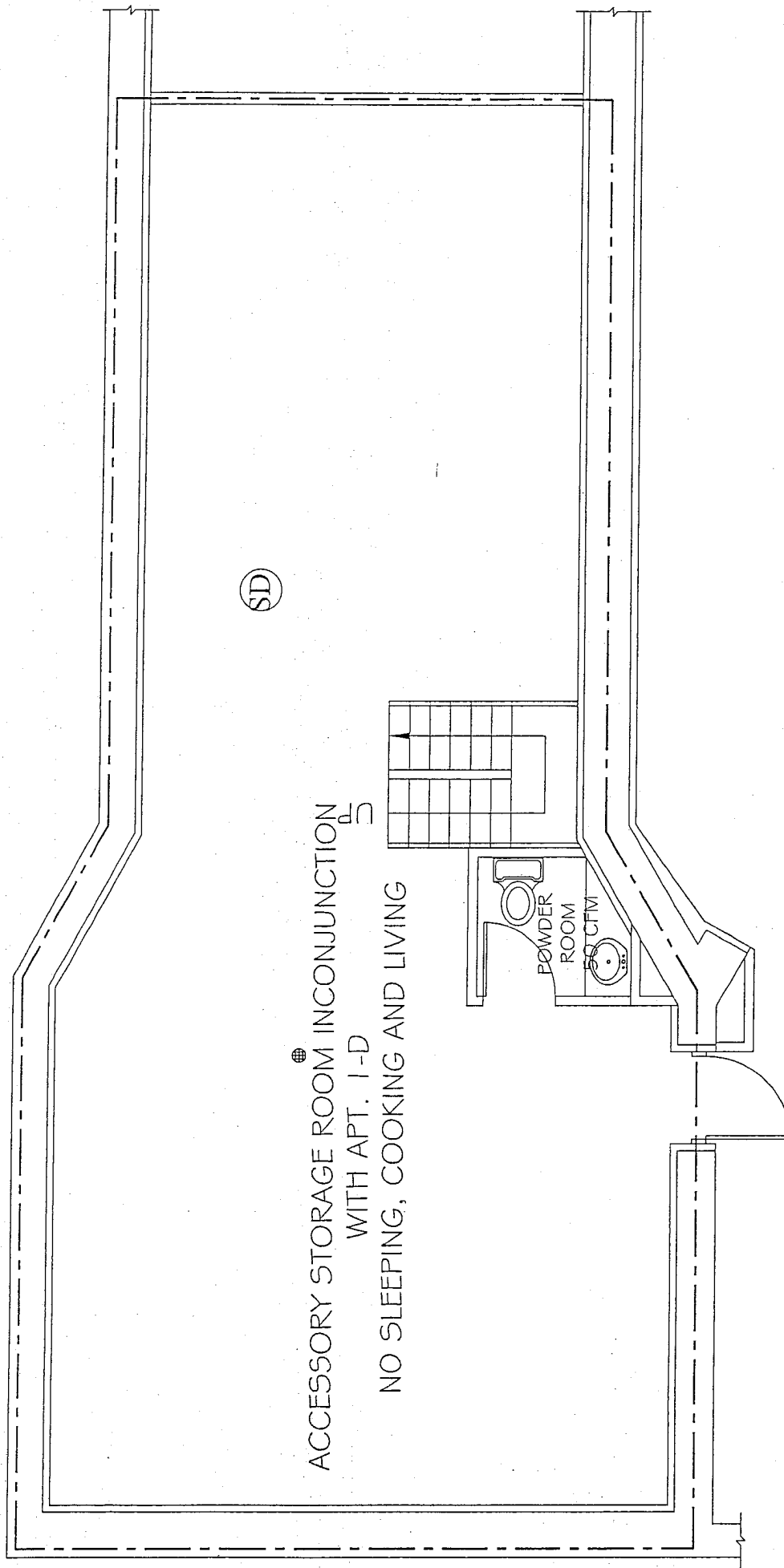
CELLAR - COMMON AREA  
3319.1 SQFT



CELLAR - APT. 1-A  
AREA - 593.5 SQFT

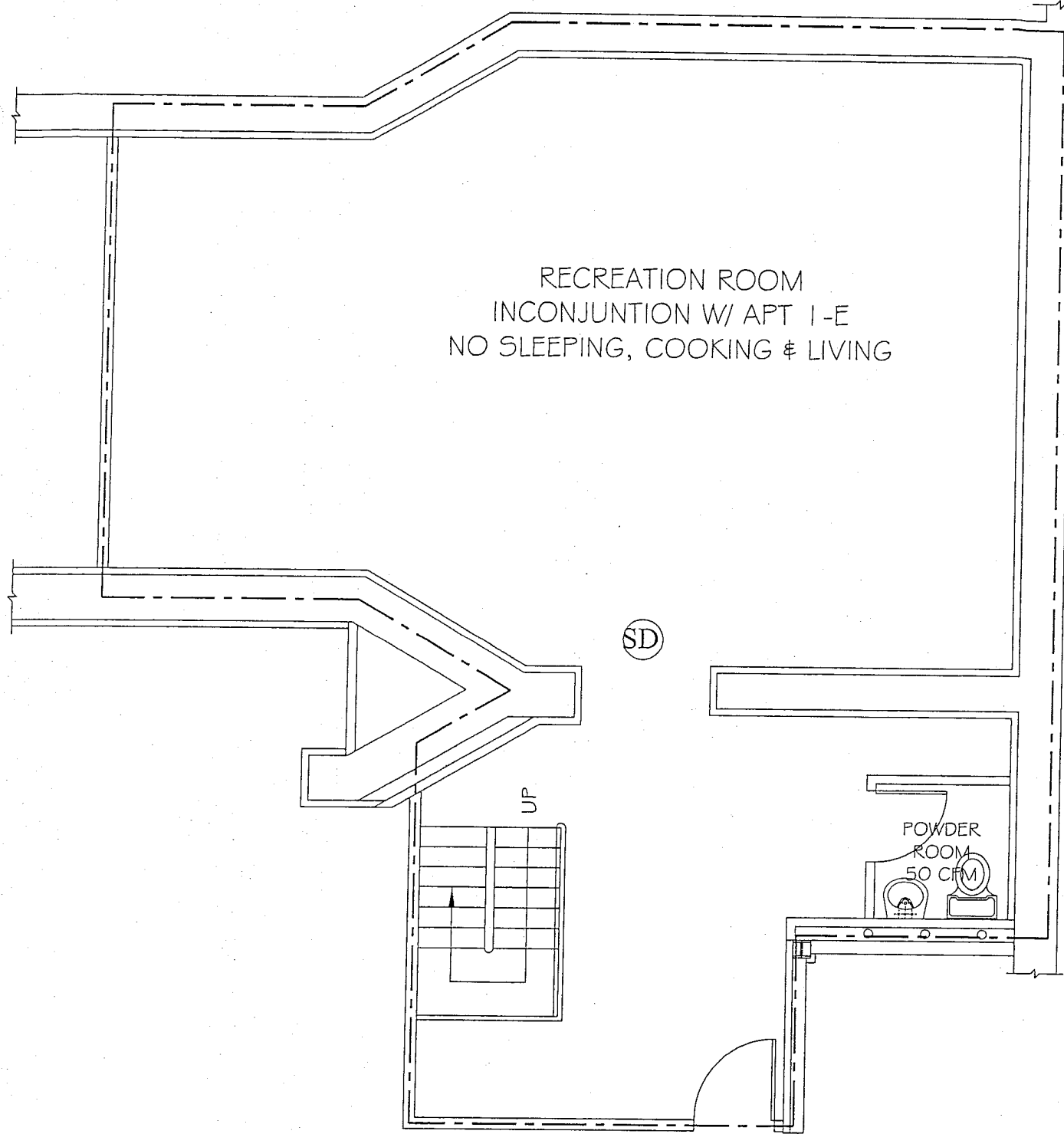


CELLAR - APT. 1-B  
AREA - 922.2 SQFT



CELLAR - APT. 1-D

AREA - 1093.2



RECREATION ROOM  
INCONJUNCTION W/ APT 1-E  
NO SLEEPING, COOKING & LIVING

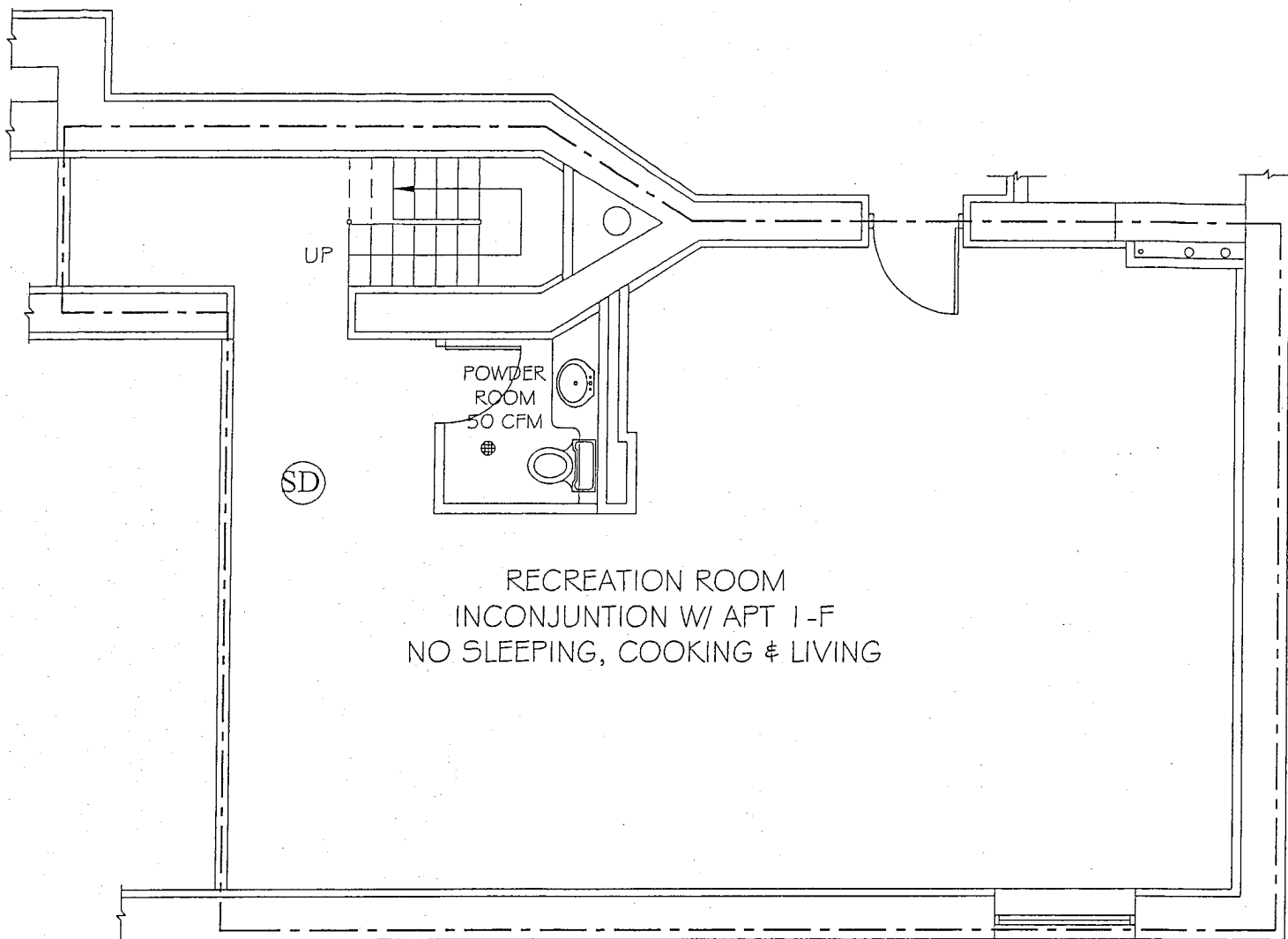
SD

UP

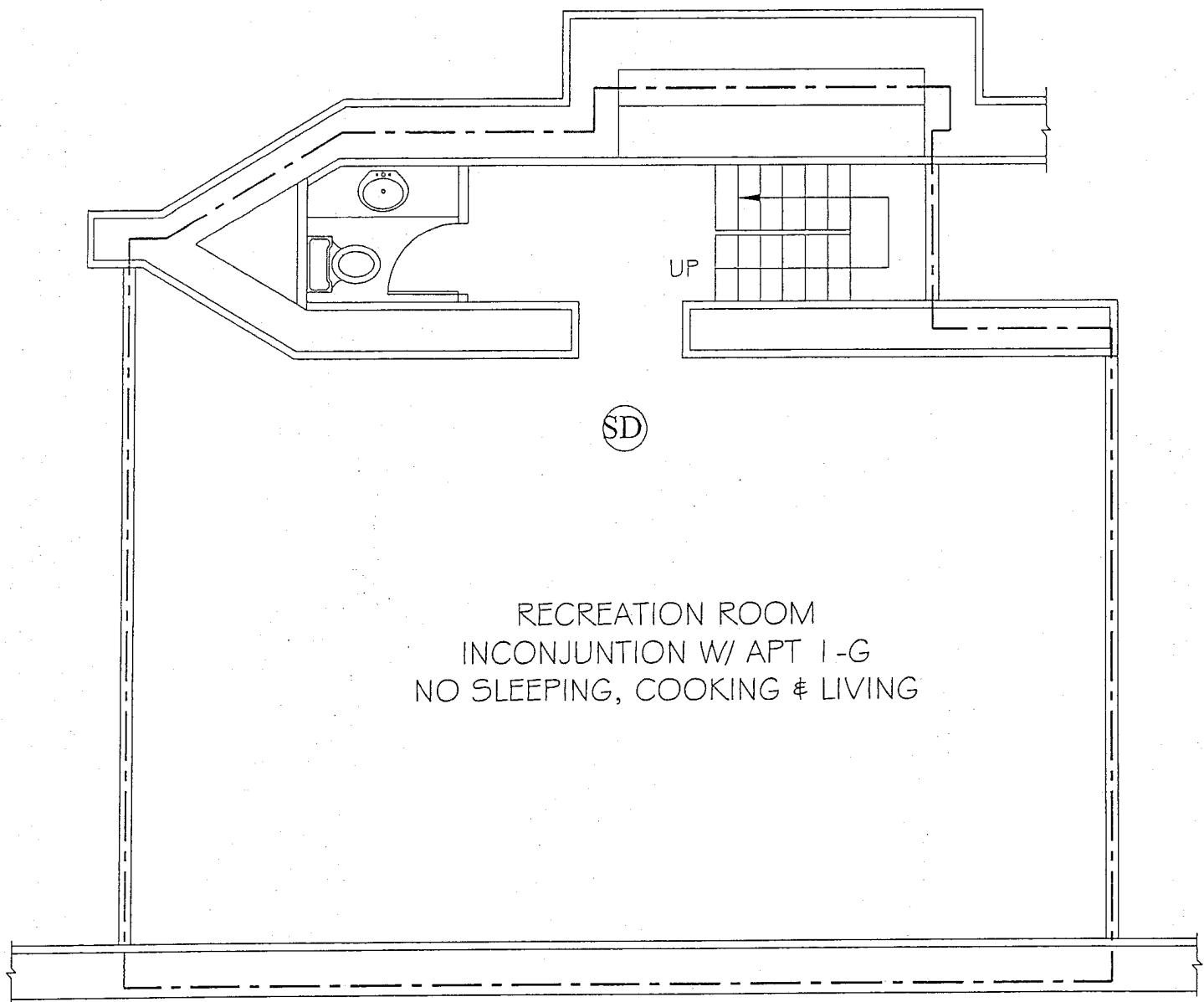
POWDER  
ROOM  
50 CFM

CELLAR - APT. 1-E  
AREA - 1110 SQFT

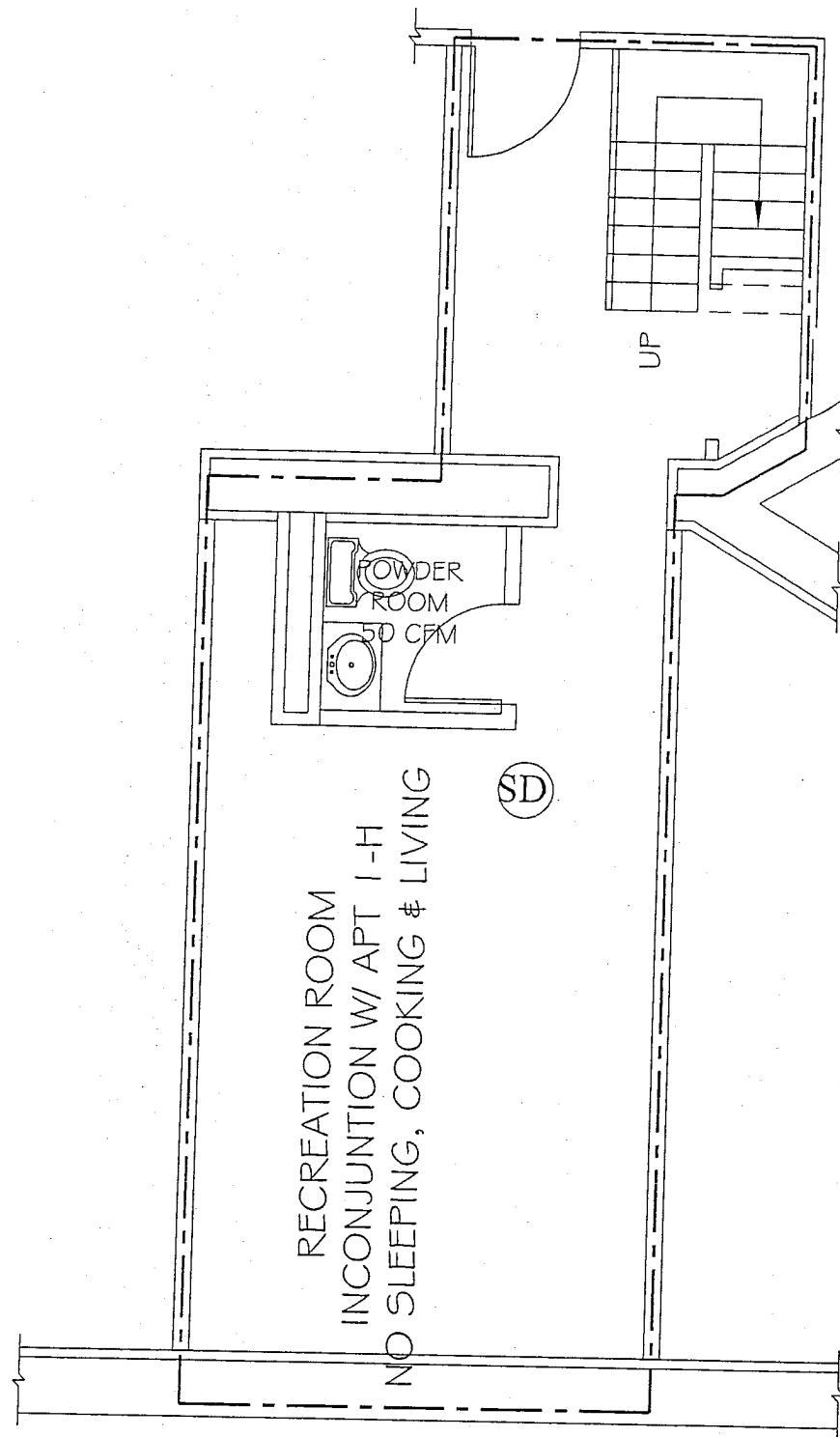




CELLAR - APT. 1-F  
AREA - 1010.5 SQFT

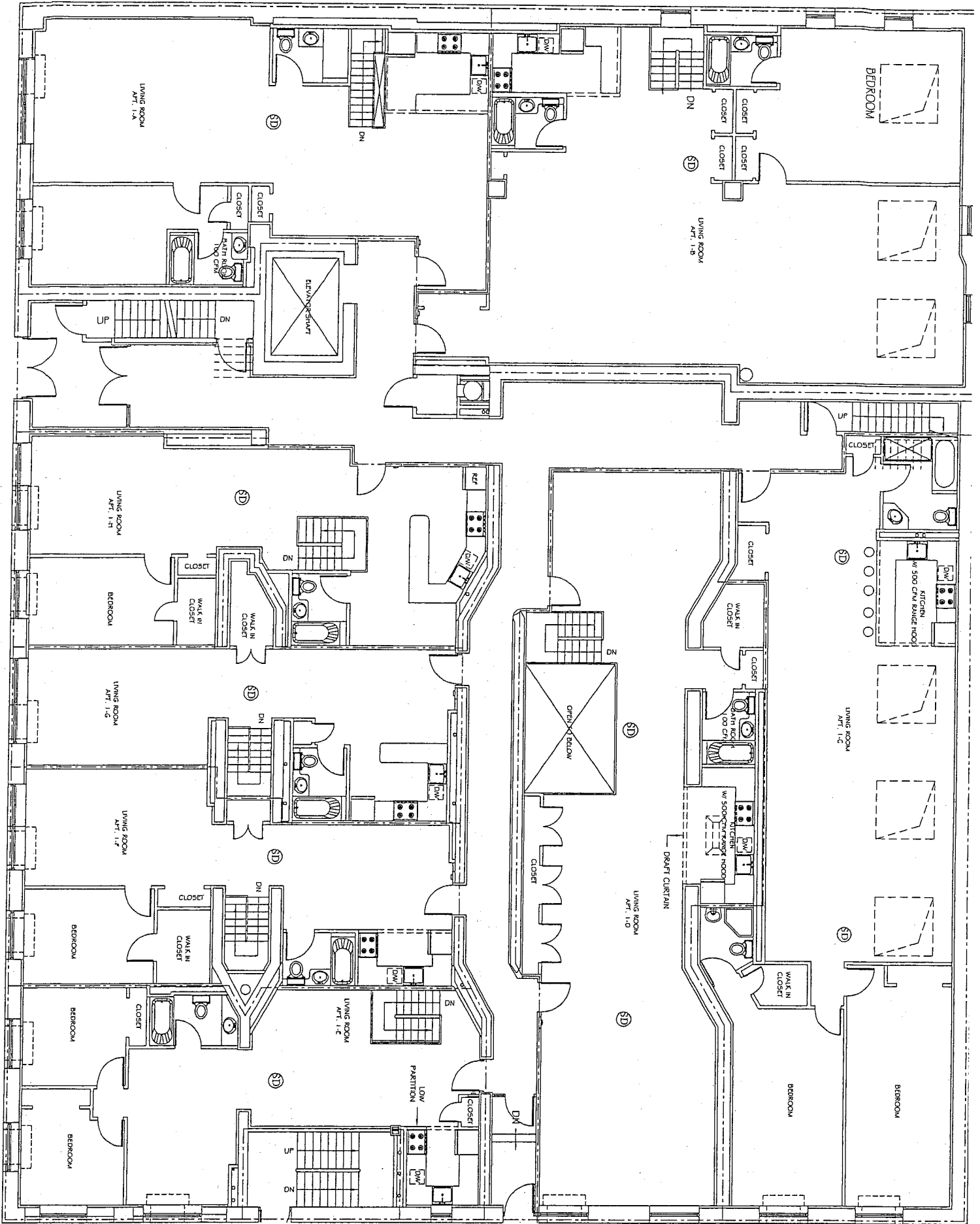


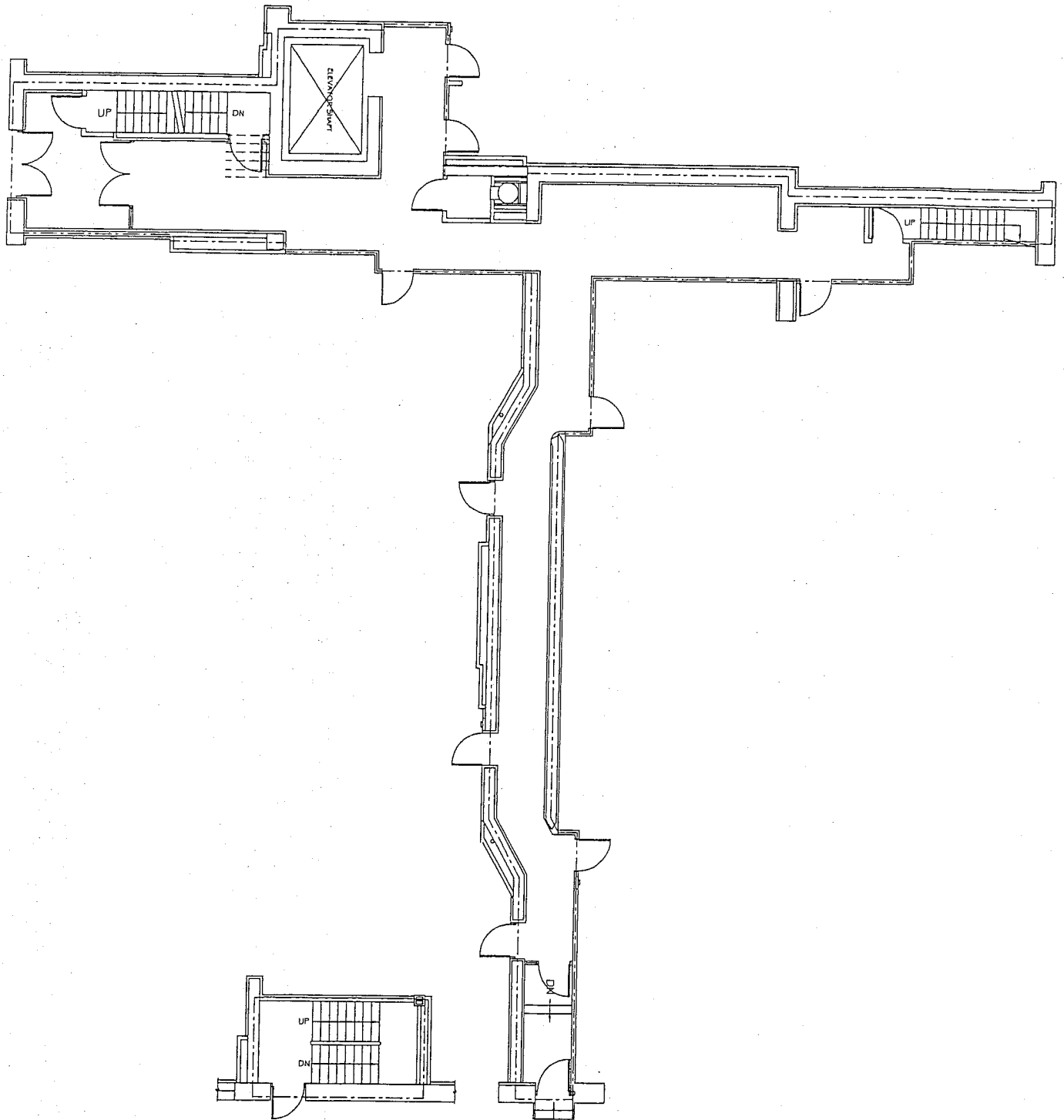
CELLAR - APT. 1-G  
AREA - 890.5 SQFT



CELLAR - APT. 1-H  
AREA - 437 SQFT

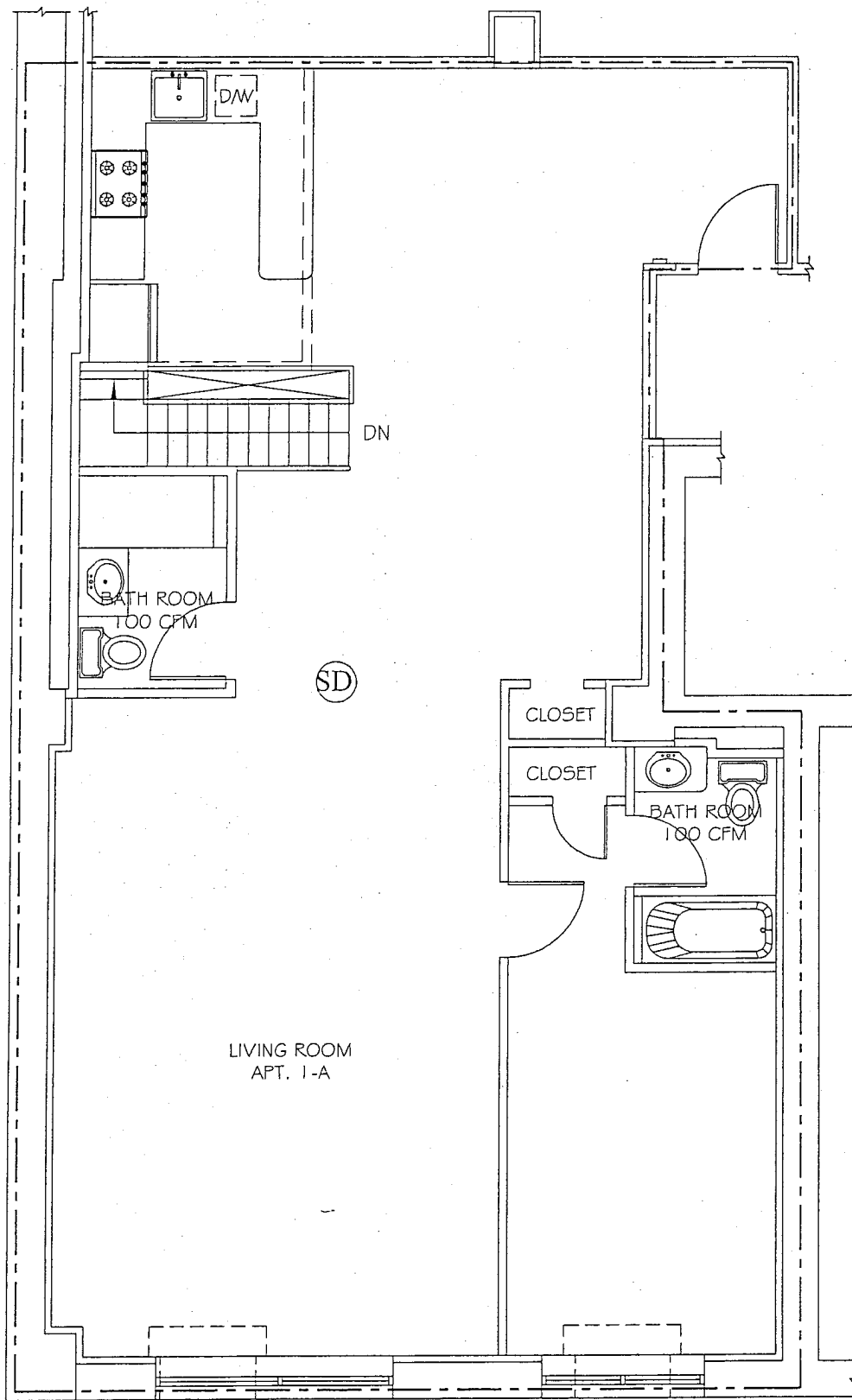
# 1ST FLOOR PLAN



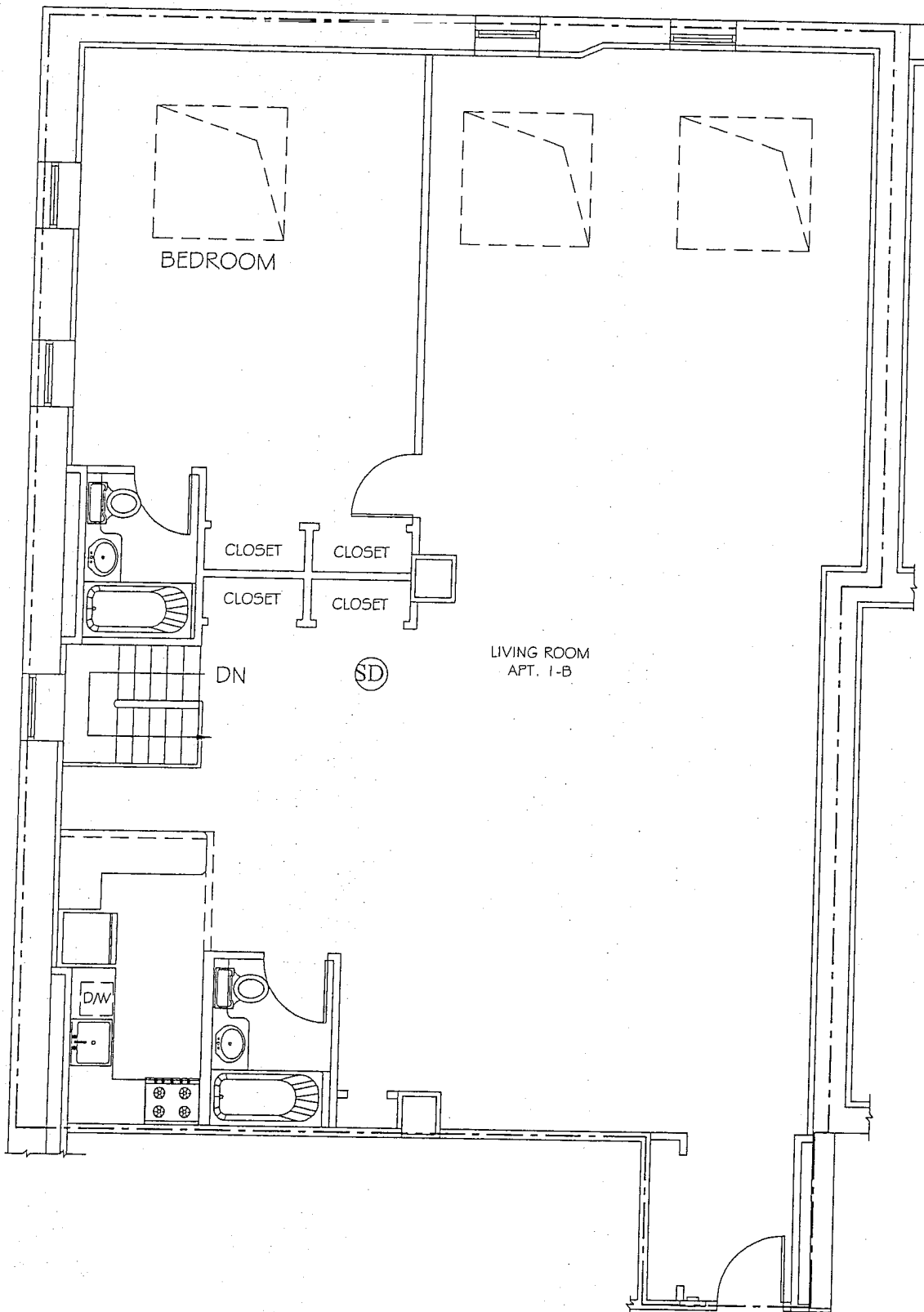


1ST FLOOR - COMMON AREA

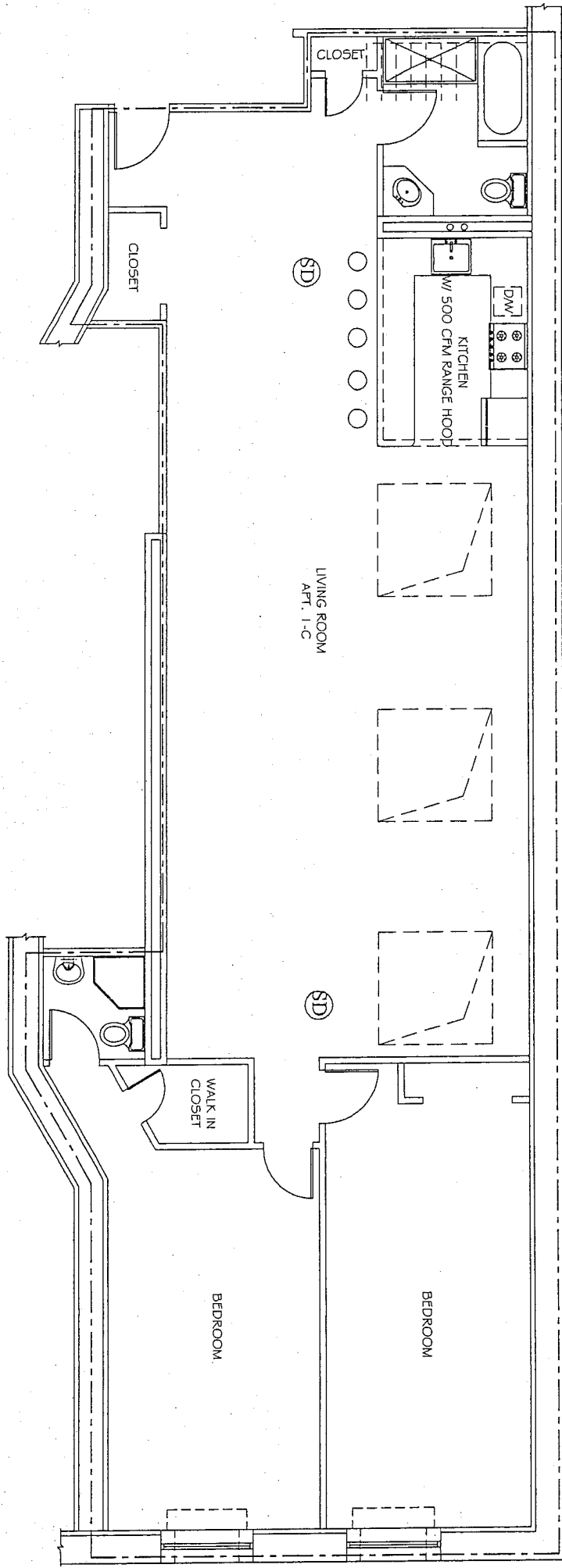
1800.9 SQFT



1ST FLOOR - APT. 1-A  
AREA - 1215.8 SQFT

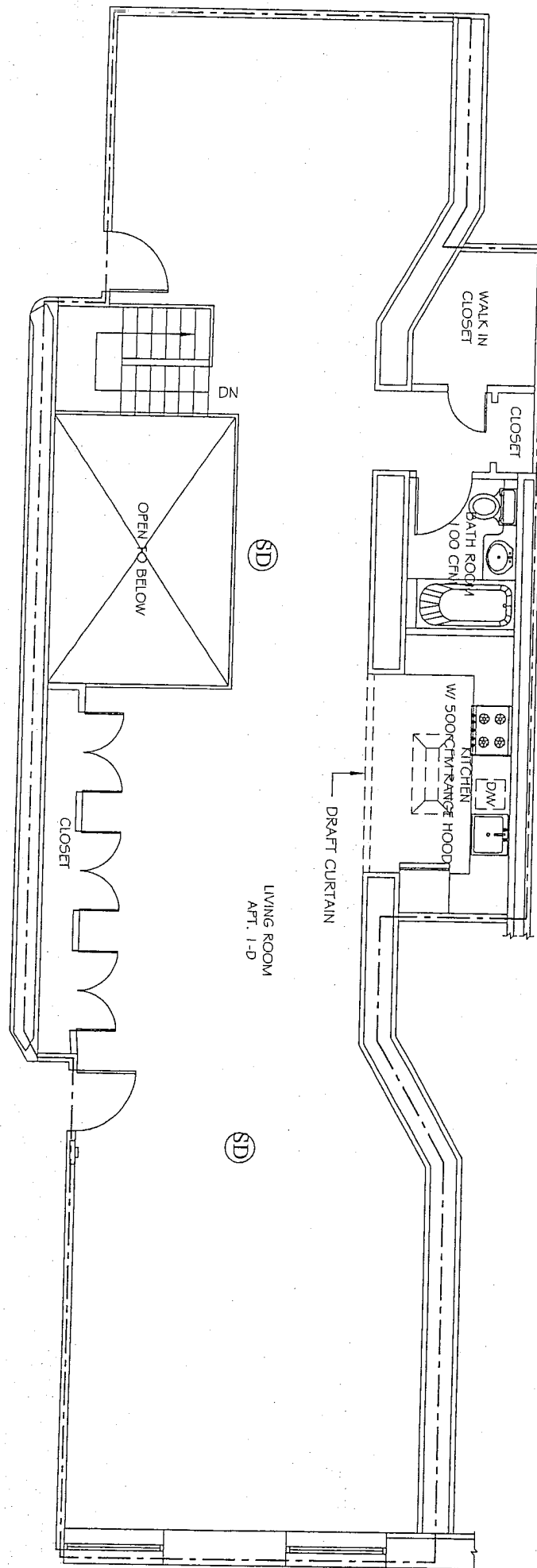


1ST FLOOR - APT. 1-B  
AREA - 1970.2 SQFT



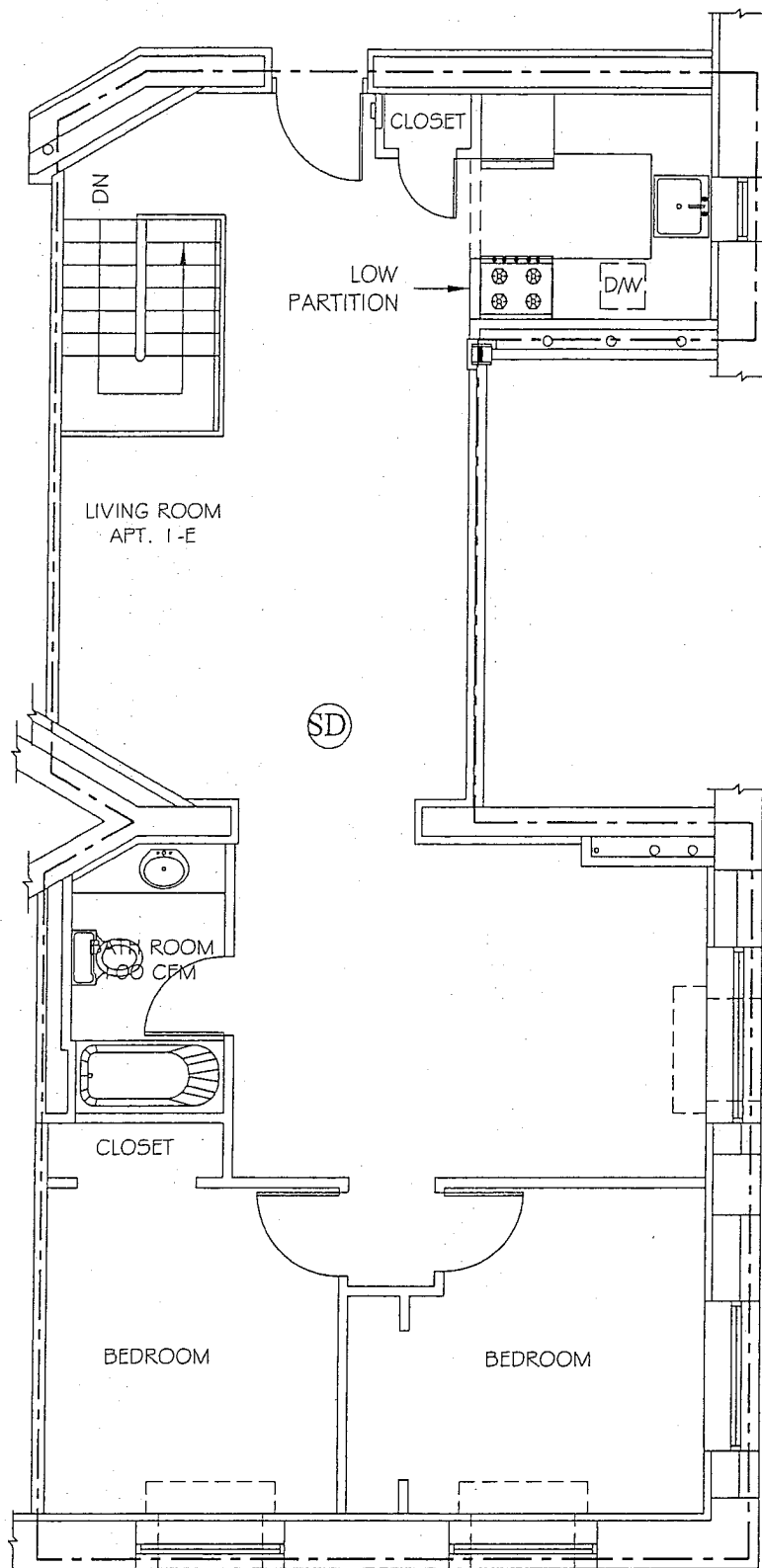
1ST FLOOR - APT. 1-C  
AREA - 1891 SQFT



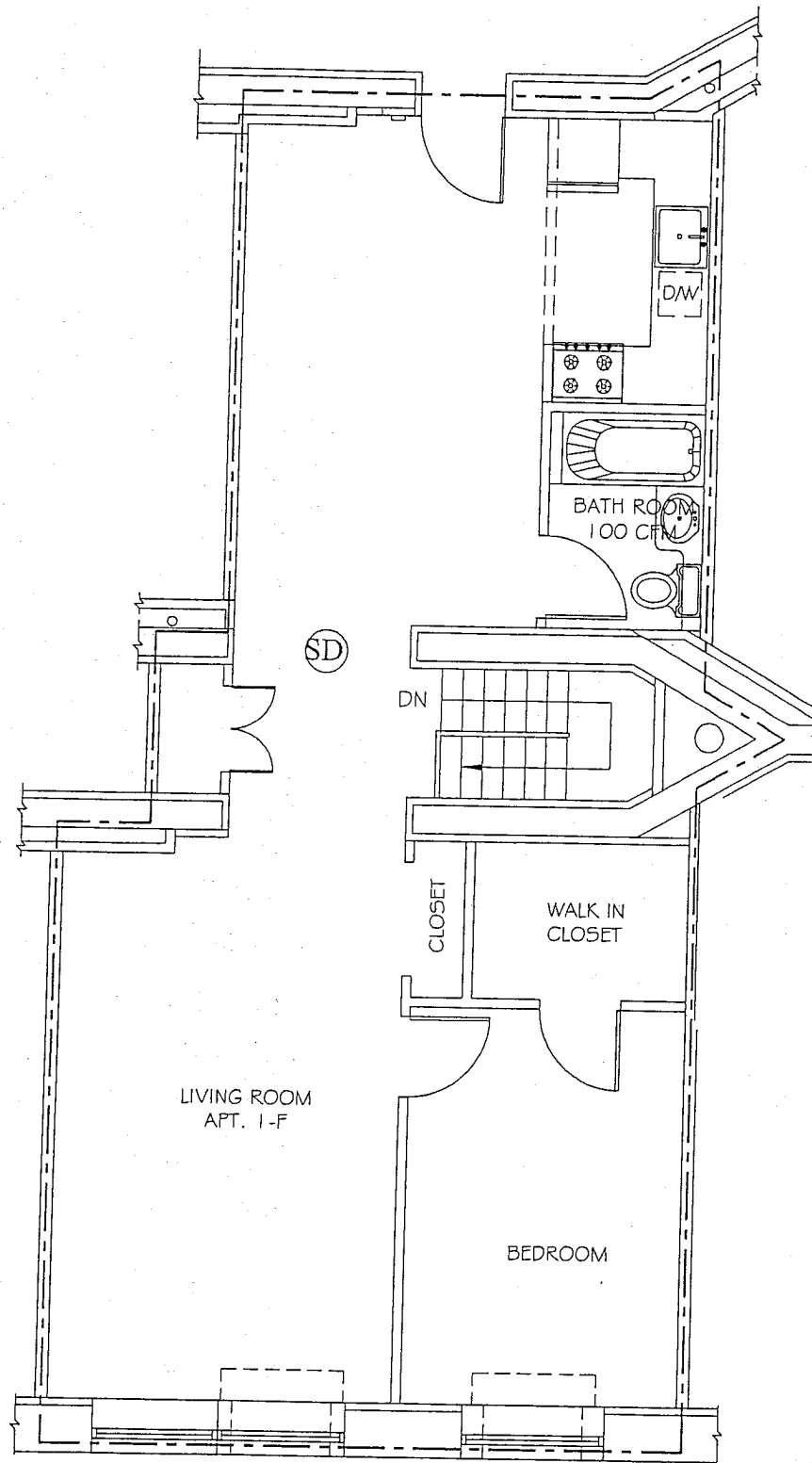


1ST FLOOR - APT. 1-D

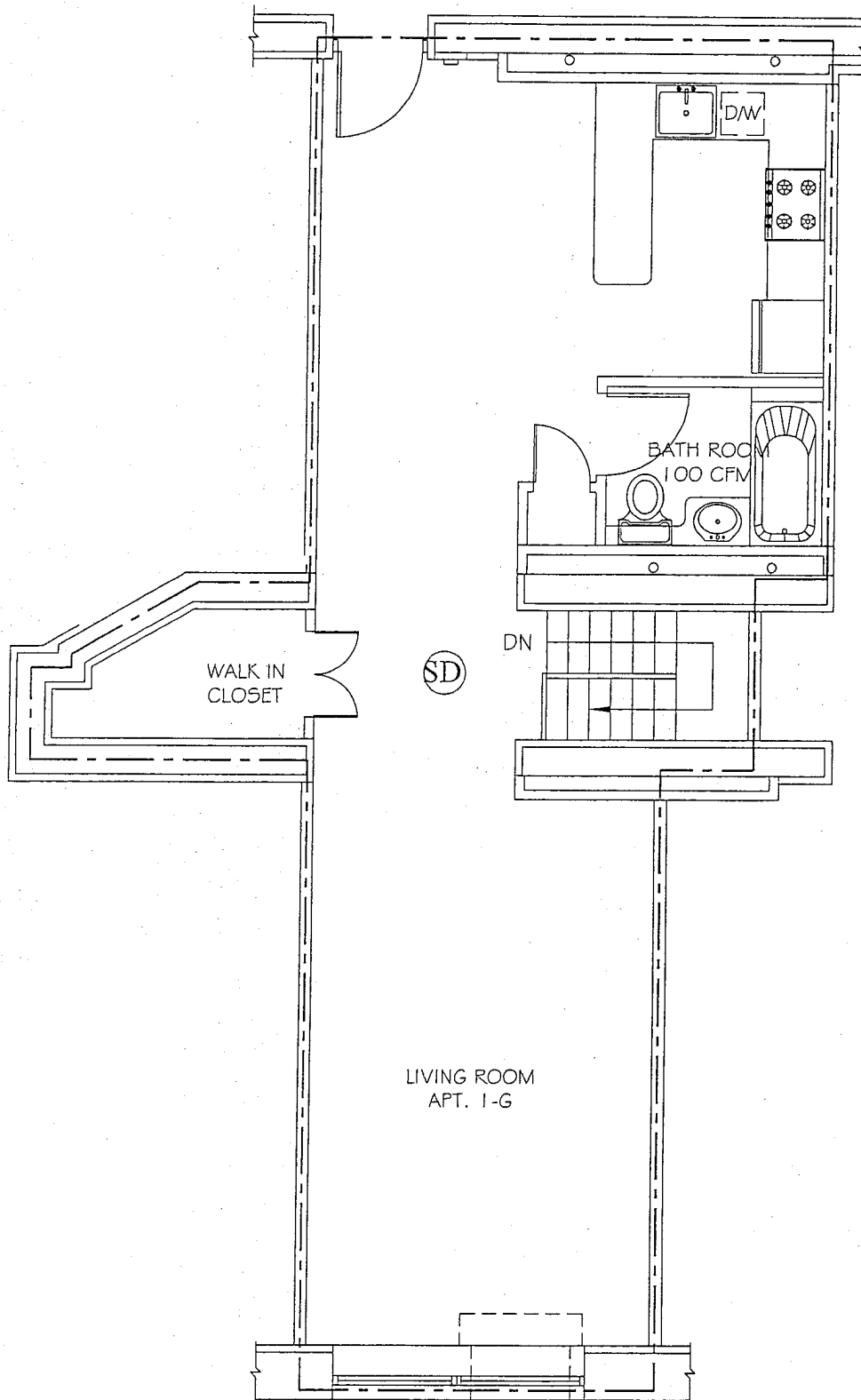
AREA - 1641.6 SQFT



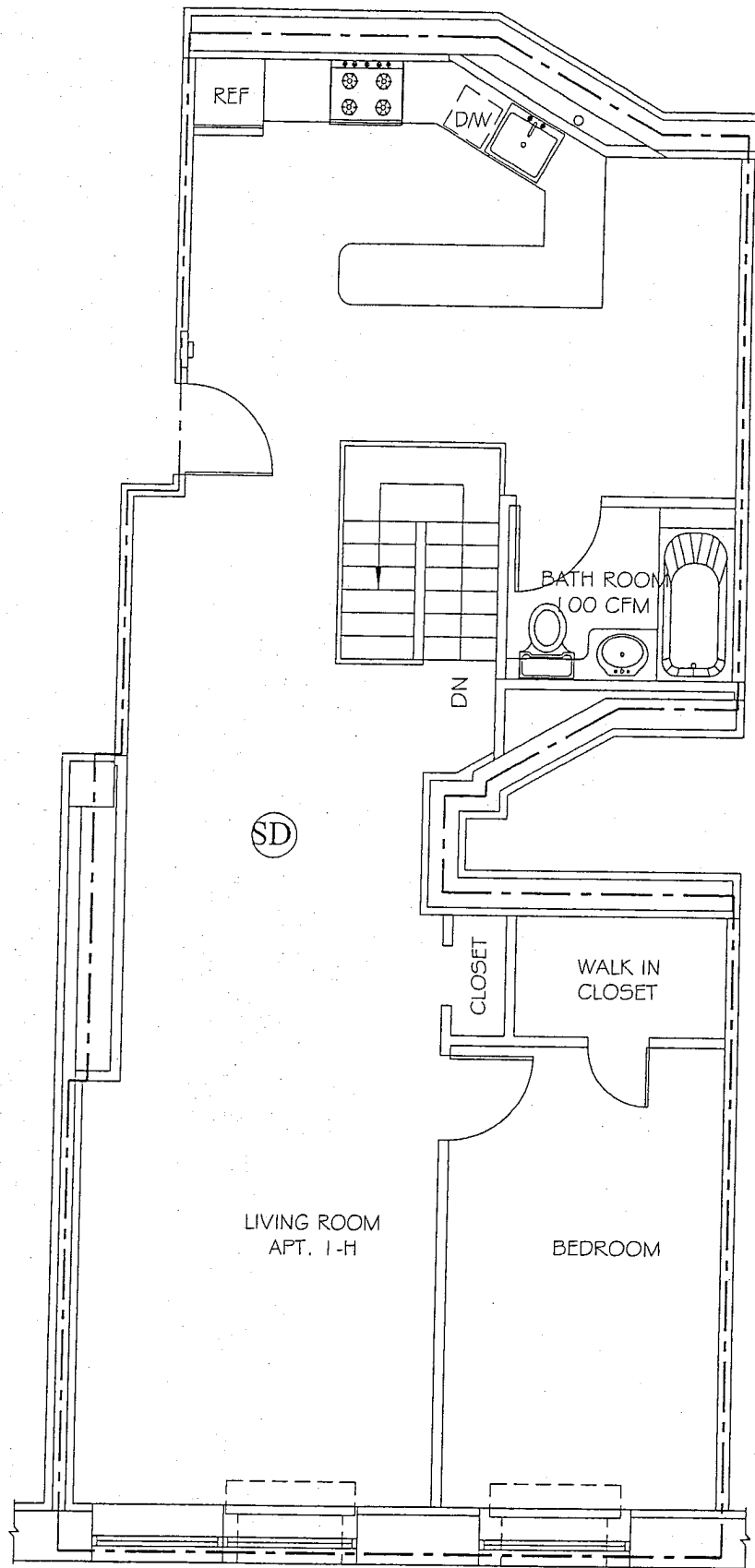
1ST FLOOR - APT. 1-E  
AREA - 1035.3 SQFT



1ST FLOOR - APT. 1-F  
AREA - 935 SQFT

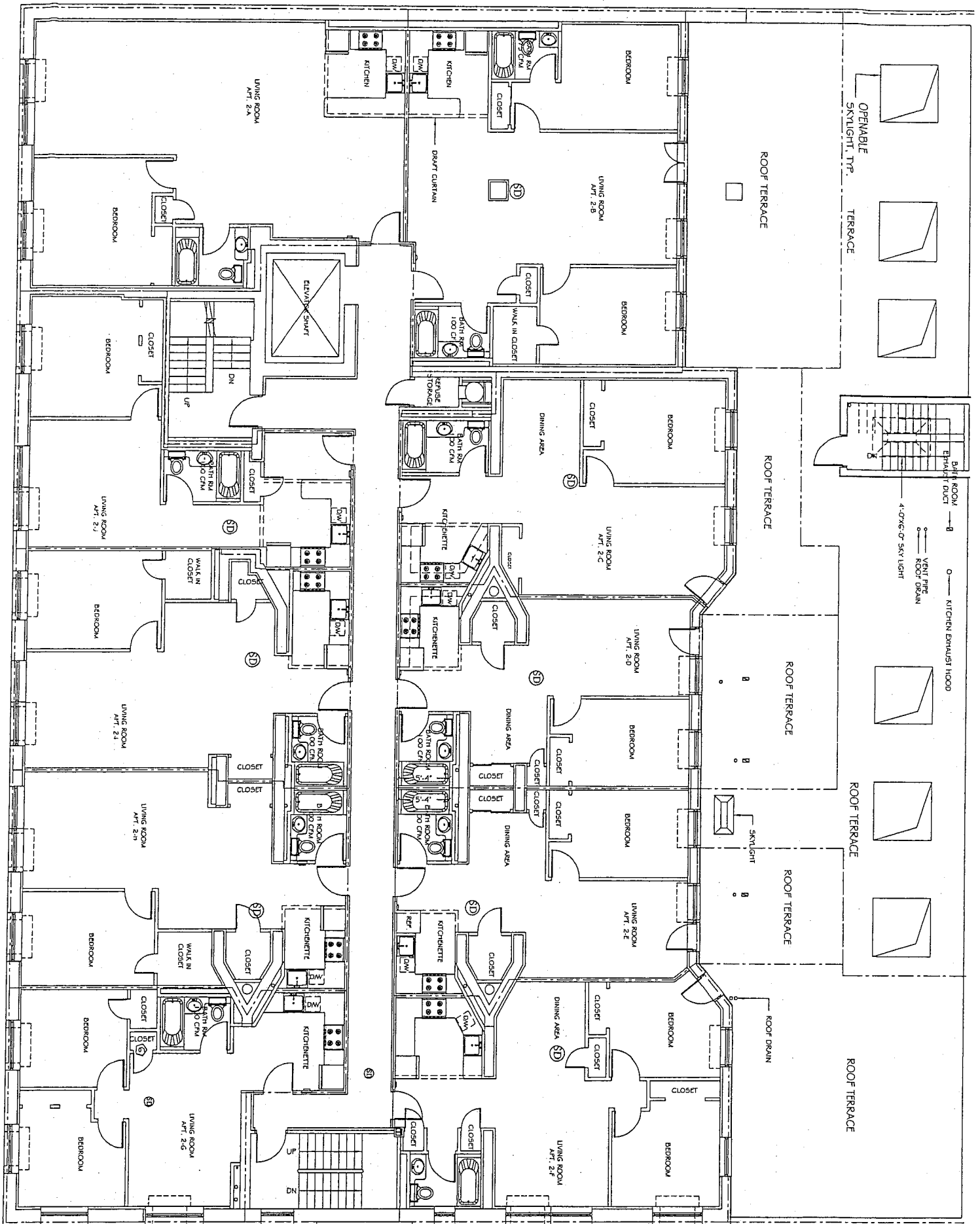


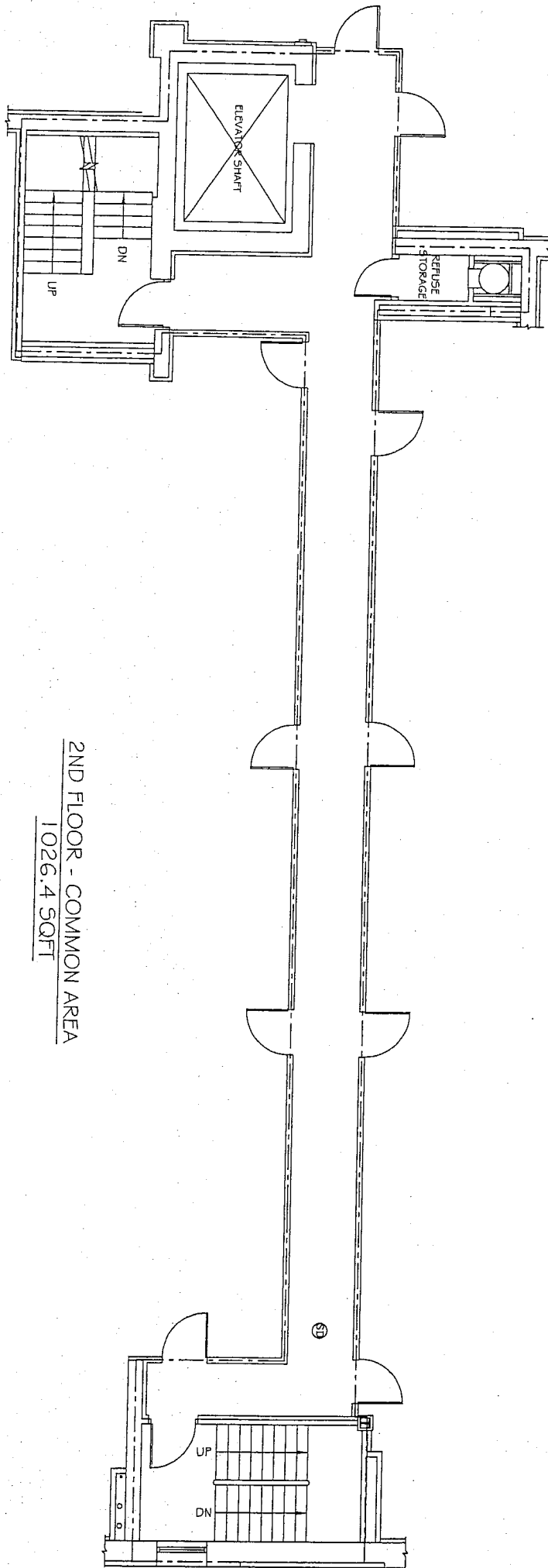
1ST FLOOR - APT. 1-G  
AREA - 760.1 SQFT



1ST FLOOR - APT. 1-H  
AREA - 970.6 SQFT

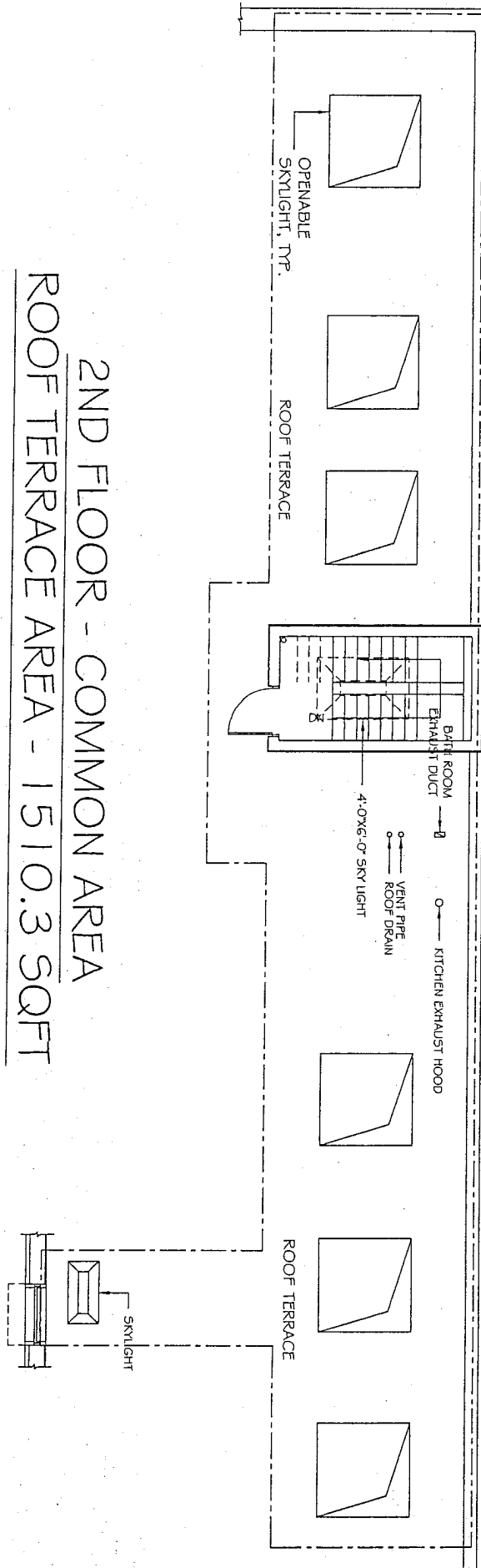
# SECOND FLOOR PLAN



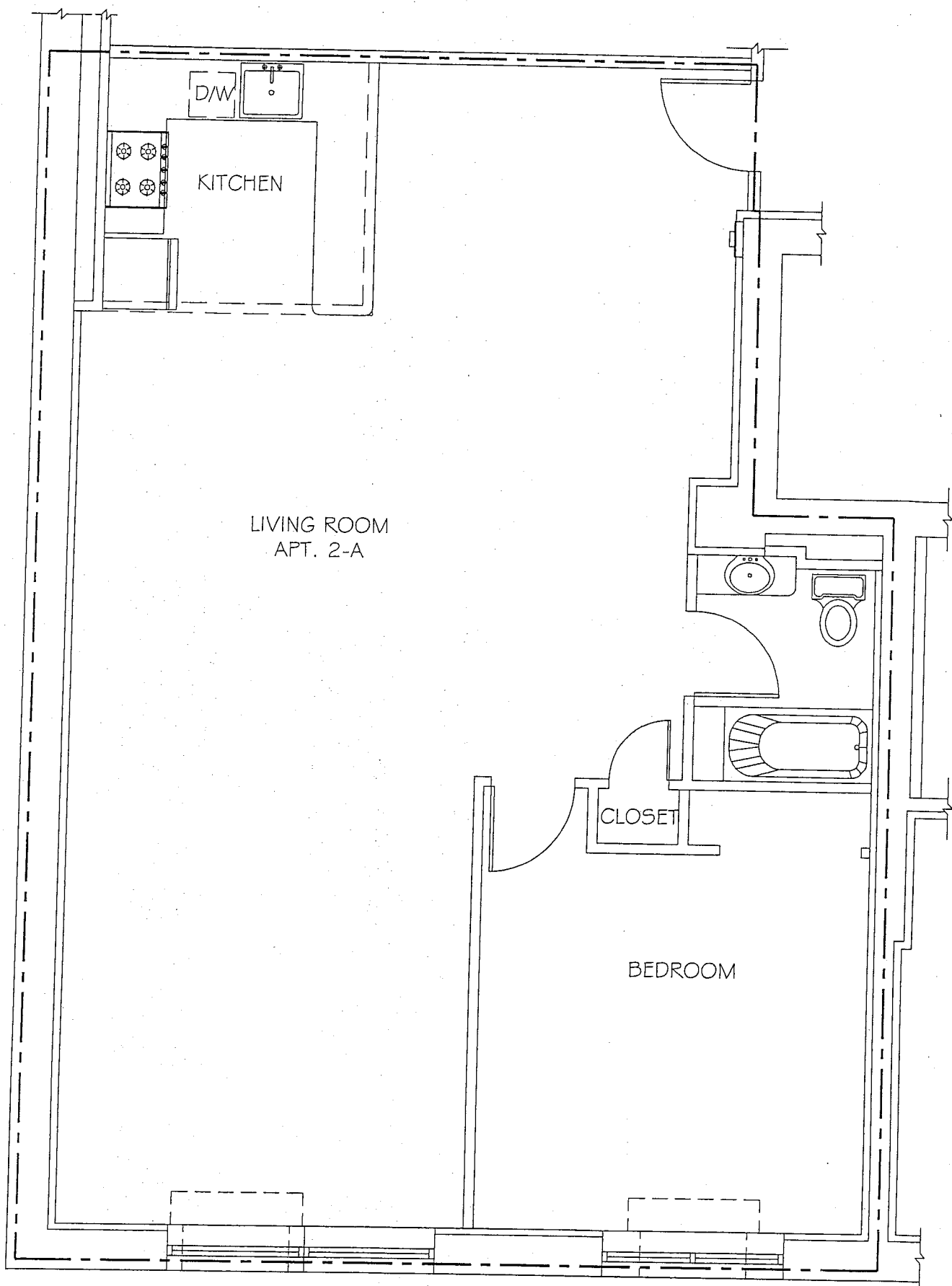


2ND FLOOR - COMMON AREA  
1026.4 SQFT

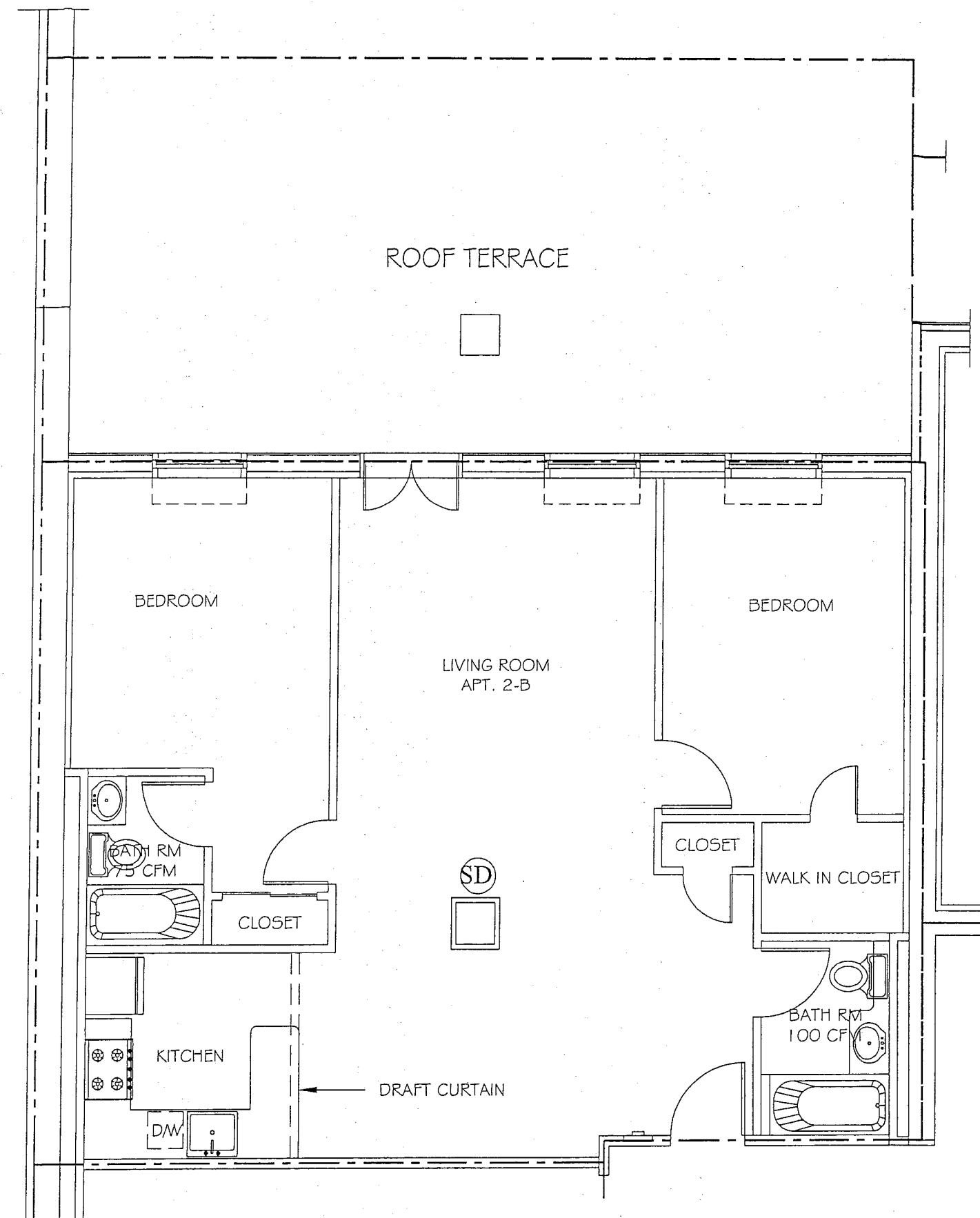
# 2ND FLOOR - COMMON AREA ROOF TERRACE AREA - 1510.3 SQFT



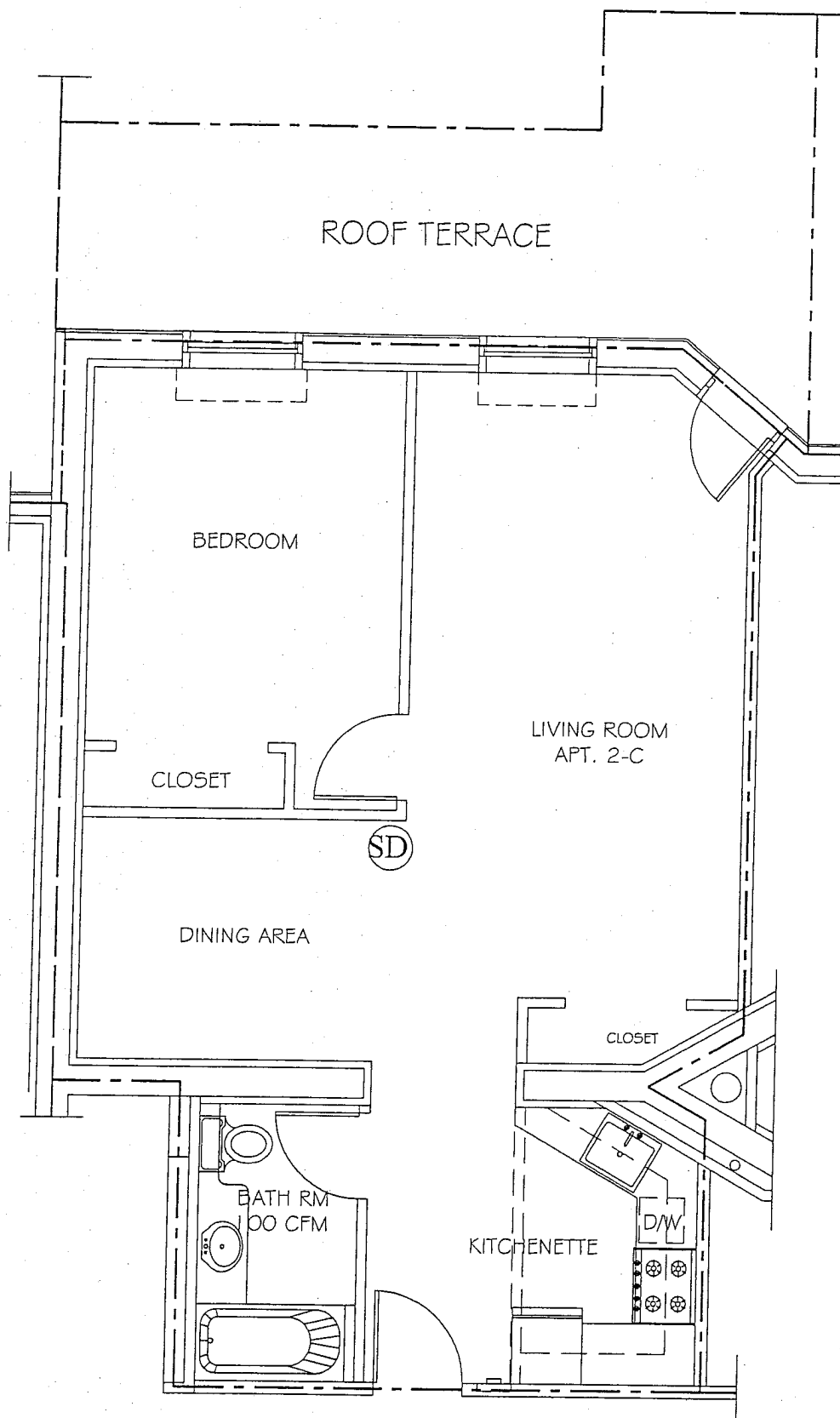




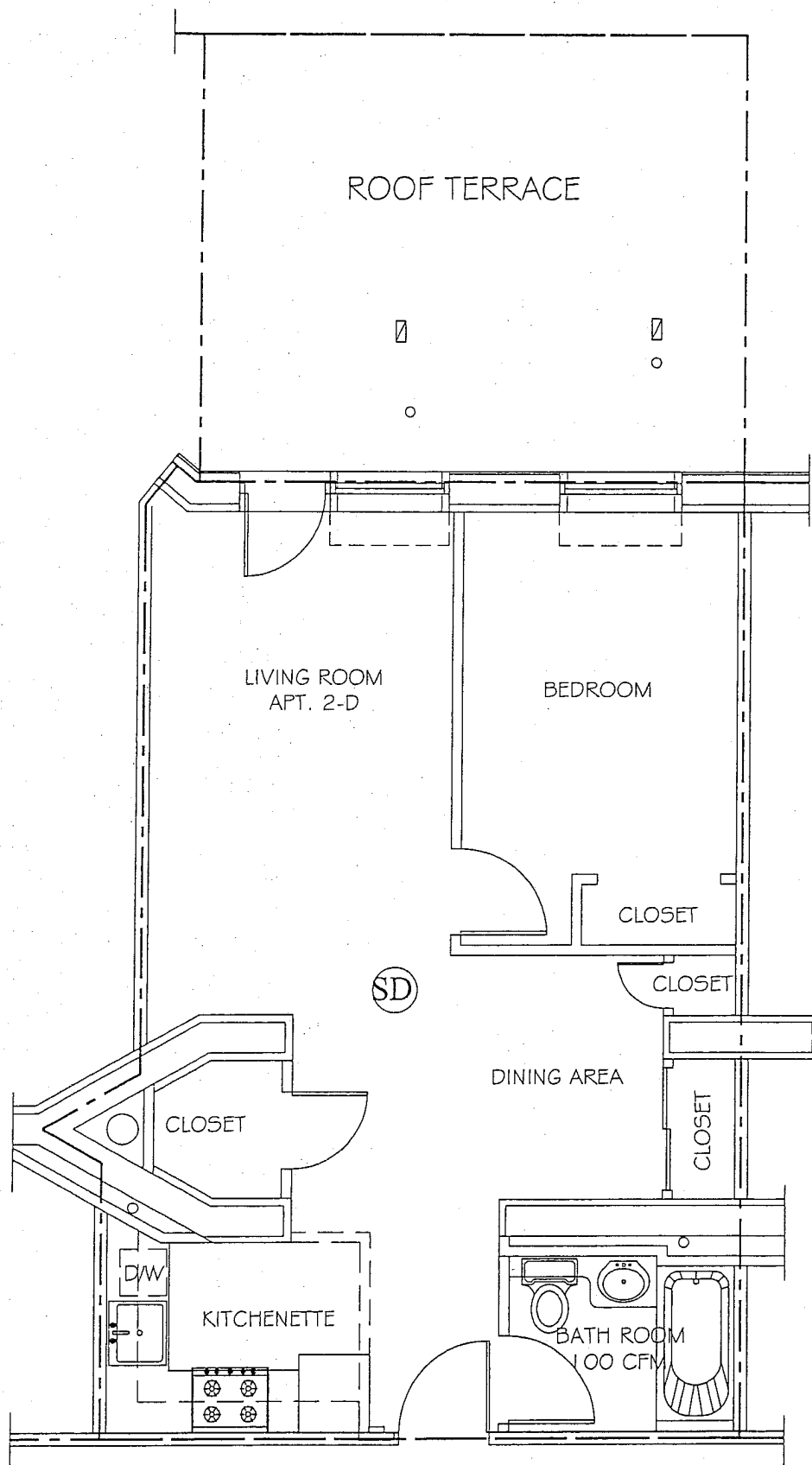
2ND FLOOR - APT. 2-A  
AREA - 1085 SQFT



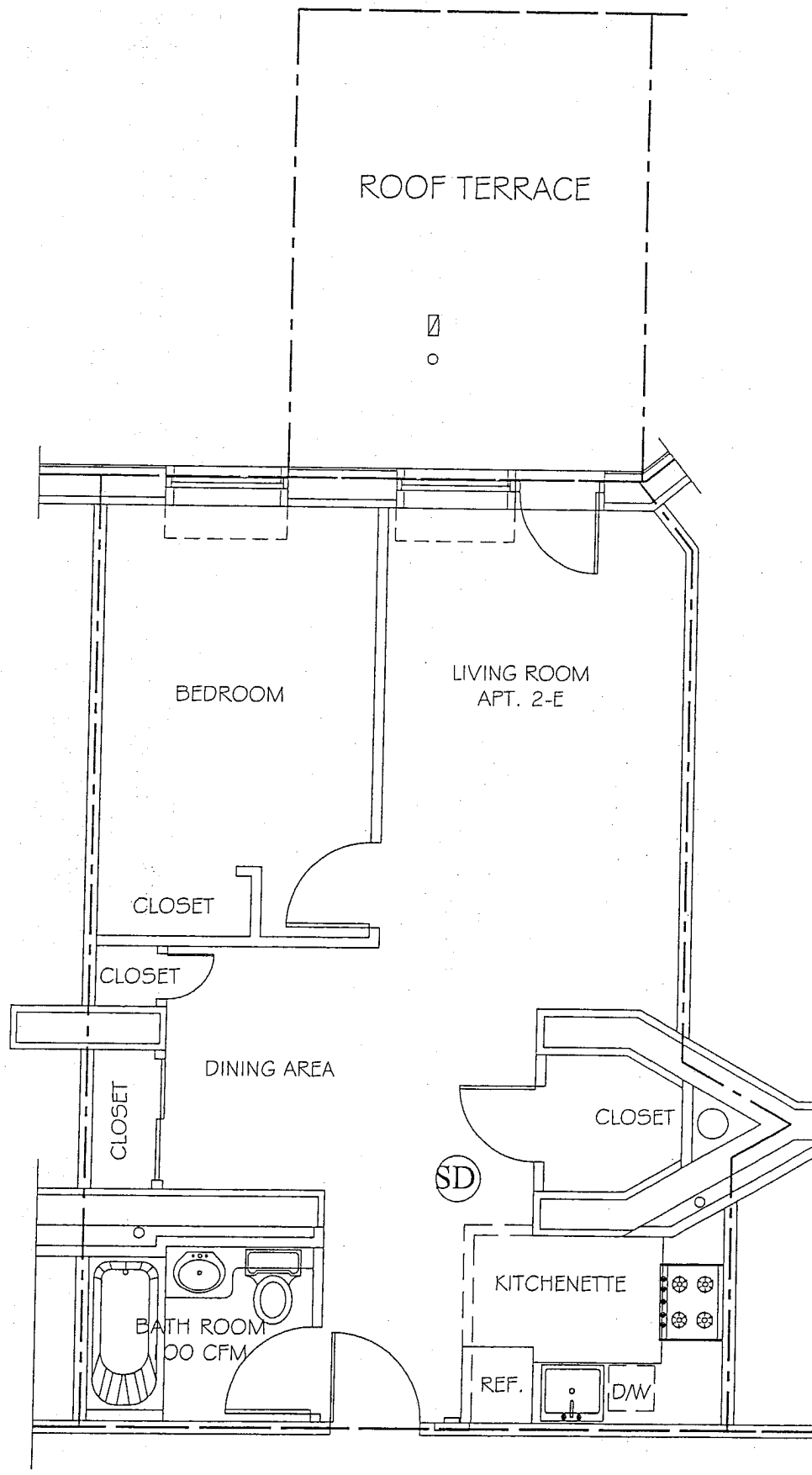
2ND FLOOR - APT. 2-B  
AREA - 1061.5 SQFT  
ROOF TERRACE: 605 SQFT



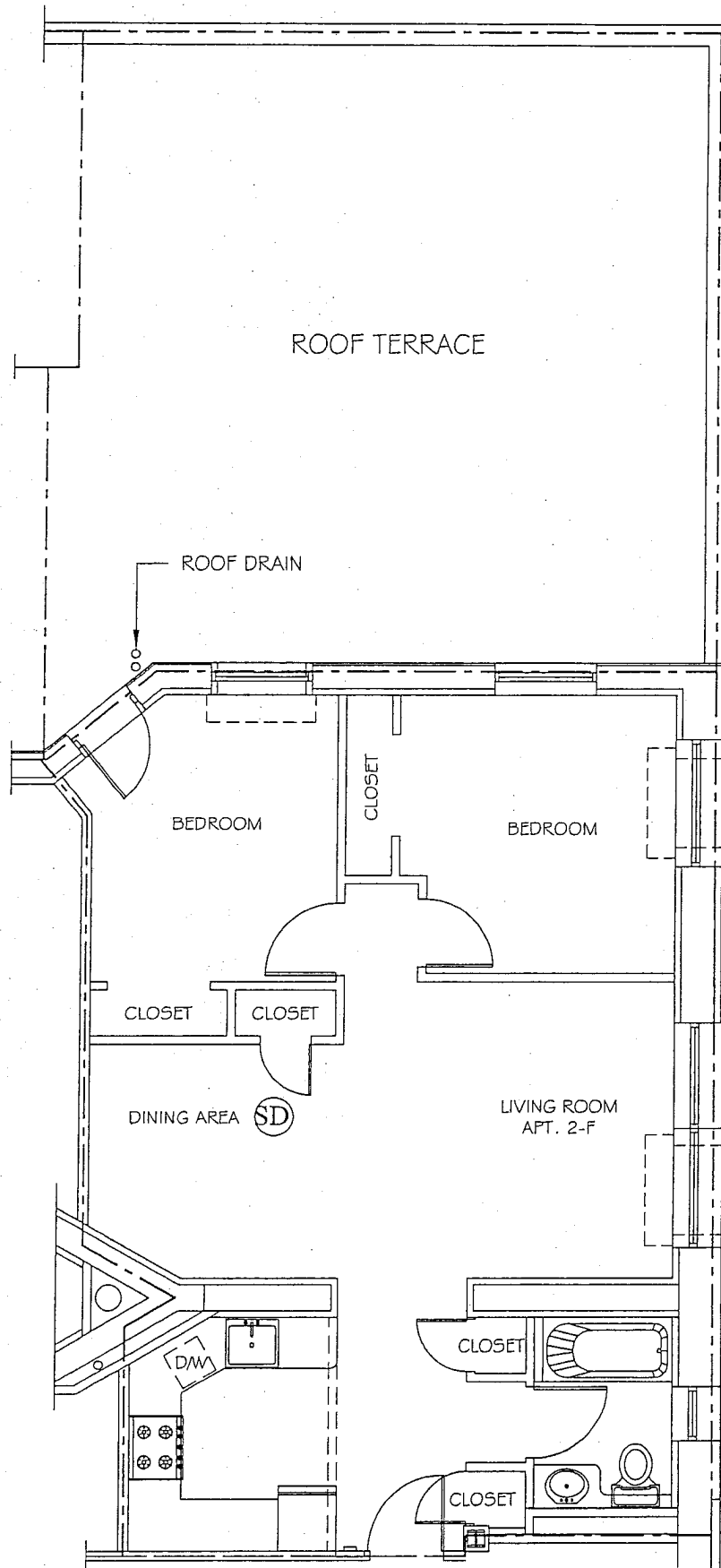
2ND FLOOR - APT. 2-C  
AREA - 740 SQFT  
ROOF TERRACE: 216 SQFT



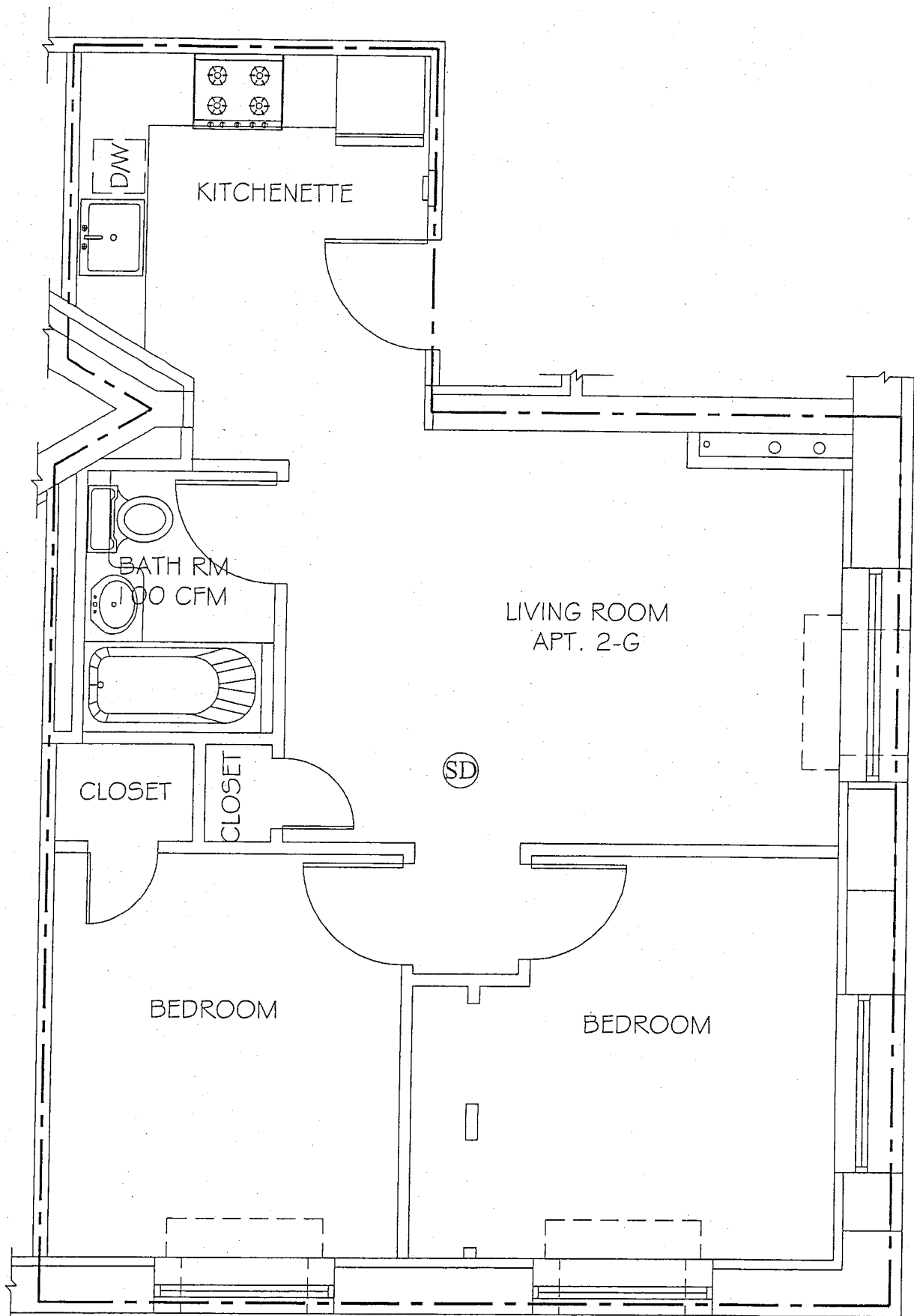
2ND FLOOR - APT. 2-D  
AREA - 632.4 SQFT  
ROOF TERRACE: 262 SQFT



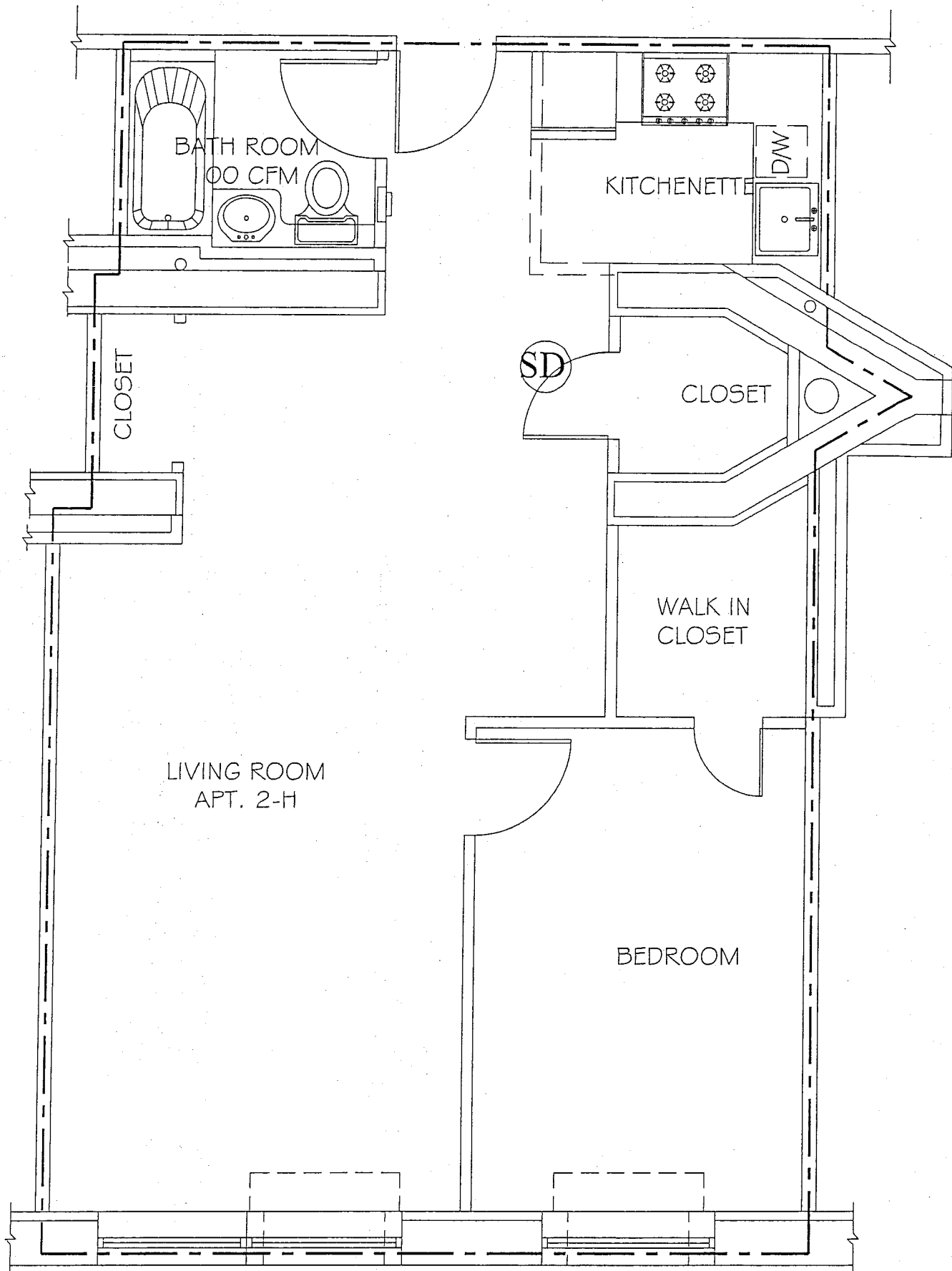
2ND FLOOR - APT. 2-E  
AREA - 635.9 SQFT  
ROOF TERRACE: 182 SQFT



2ND FLOOR - APT. 2-F  
AREA - 830.2 SQFT  
ROOF TERRACE: 649.8 SQFT

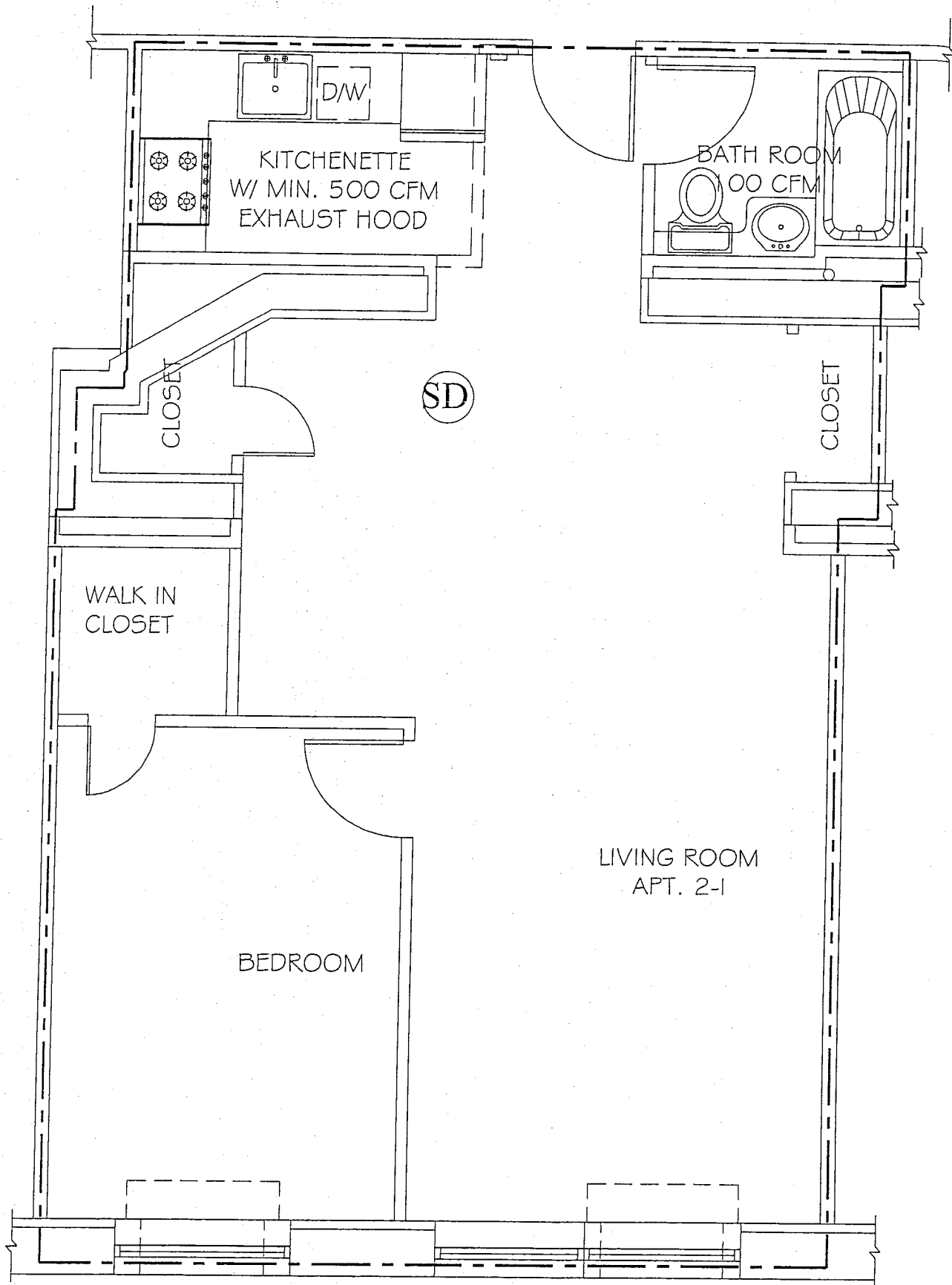


2ND FLOOR - APT. 2-G  
AREA - 695.5 SQFT

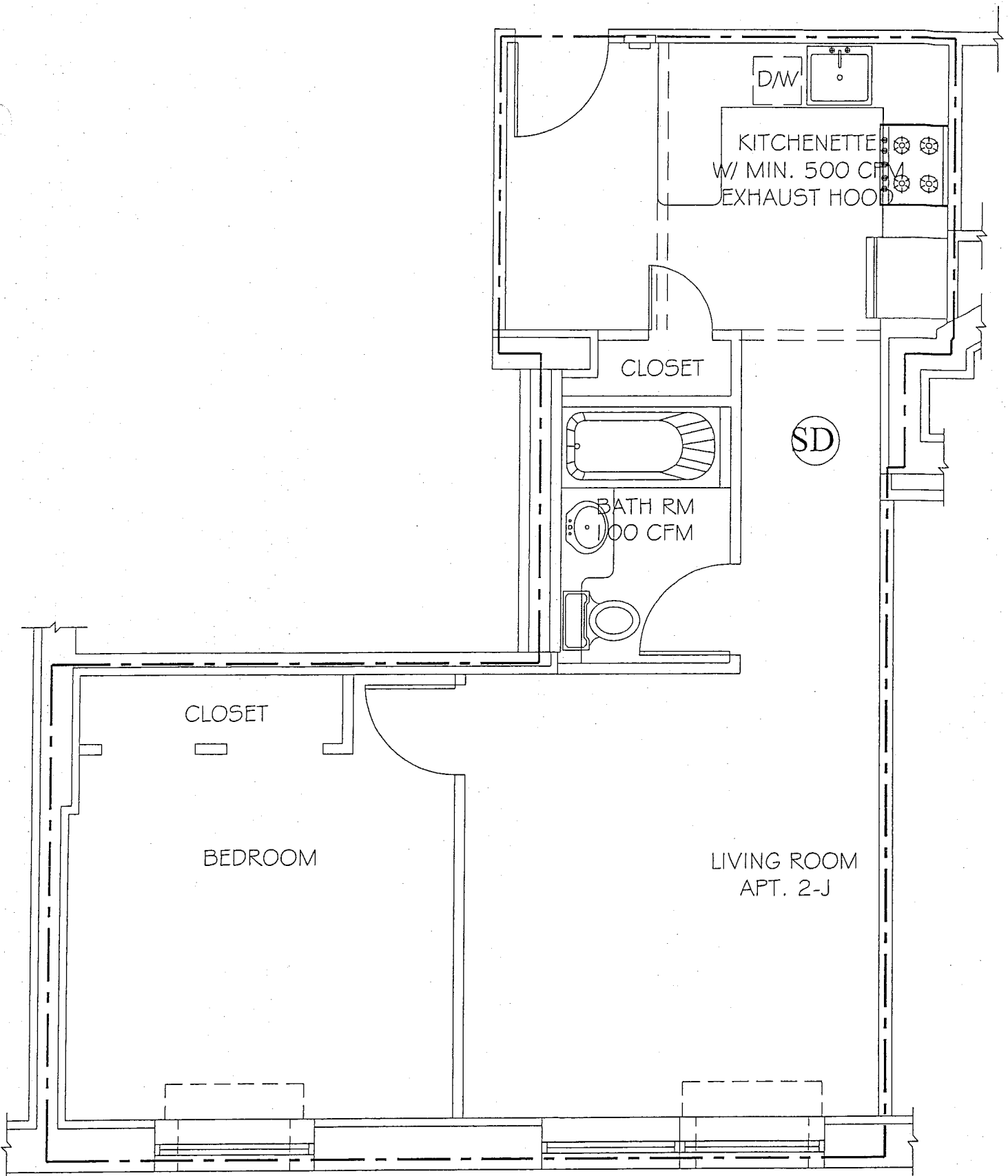


2ND FLOOR - APT. 2-H  
AREA - 769.3 SQFT



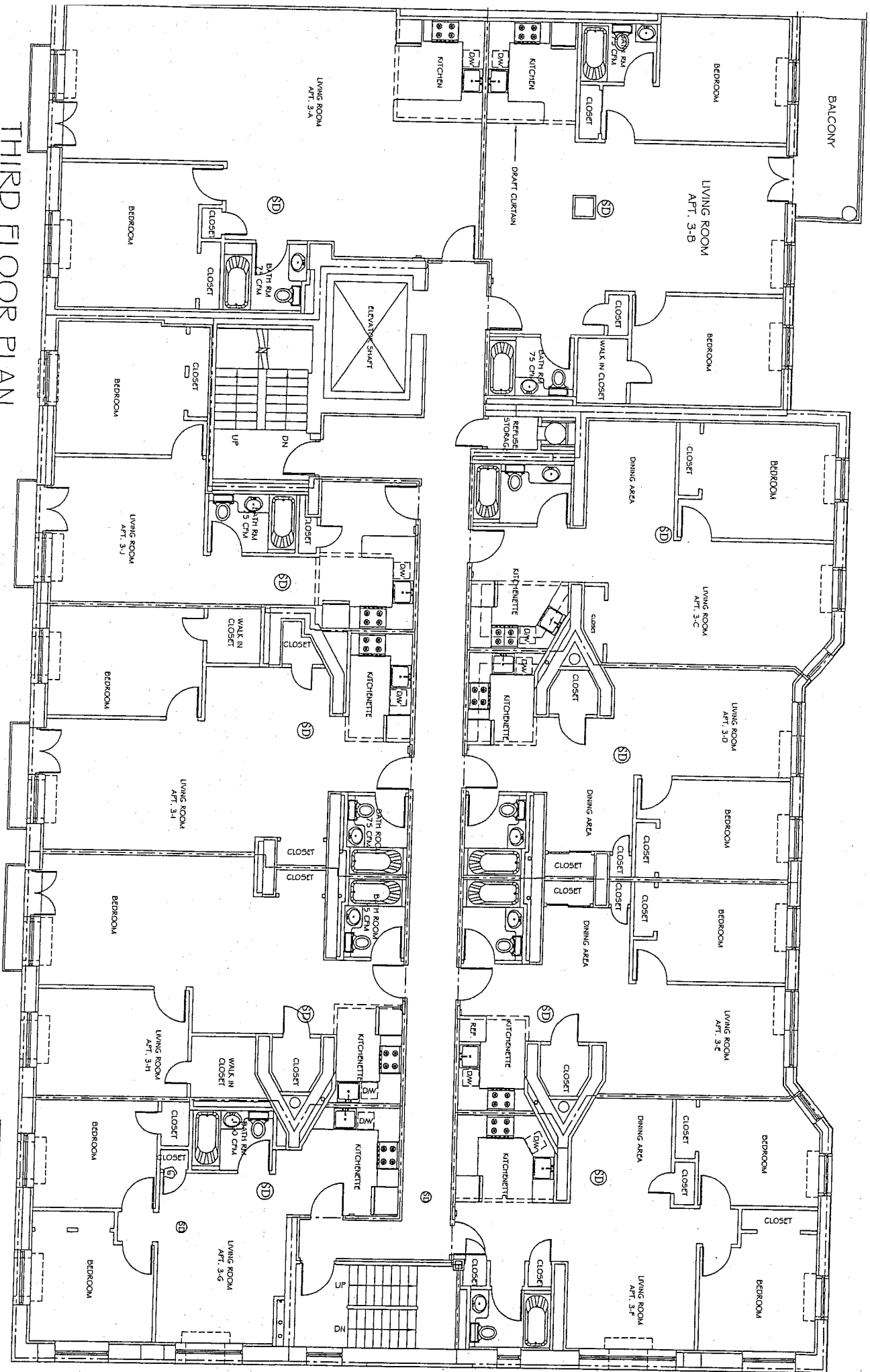


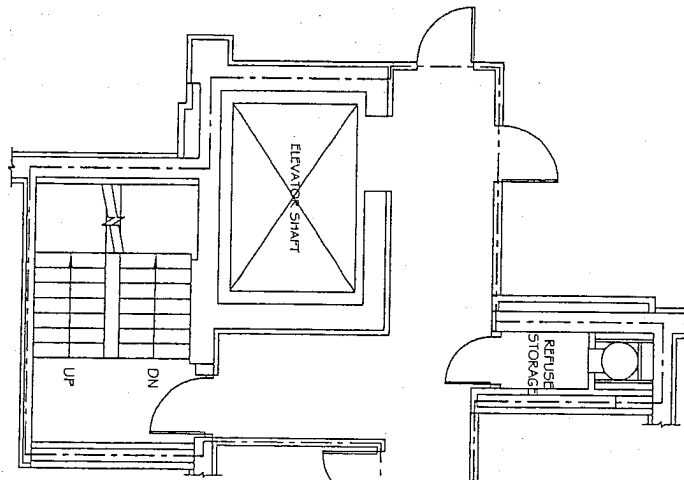
2ND FLOOR - APT. 2-1  
AREA - 793 SQFT



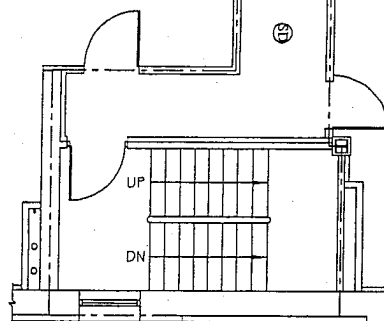
2ND FLOOR - APT. 2-J  
AREA - 656 SQFT

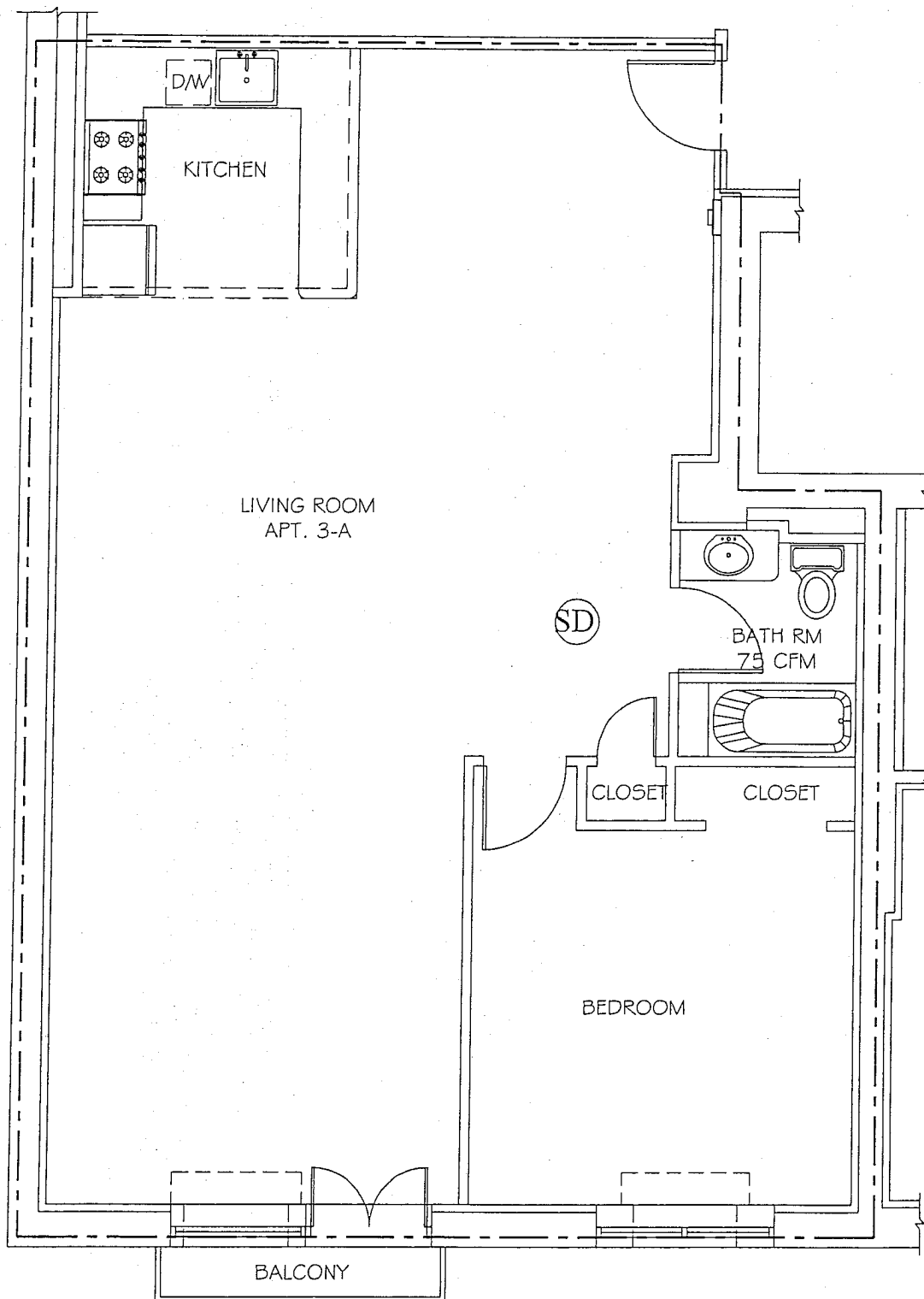
# THIRD FLOOR PLAN



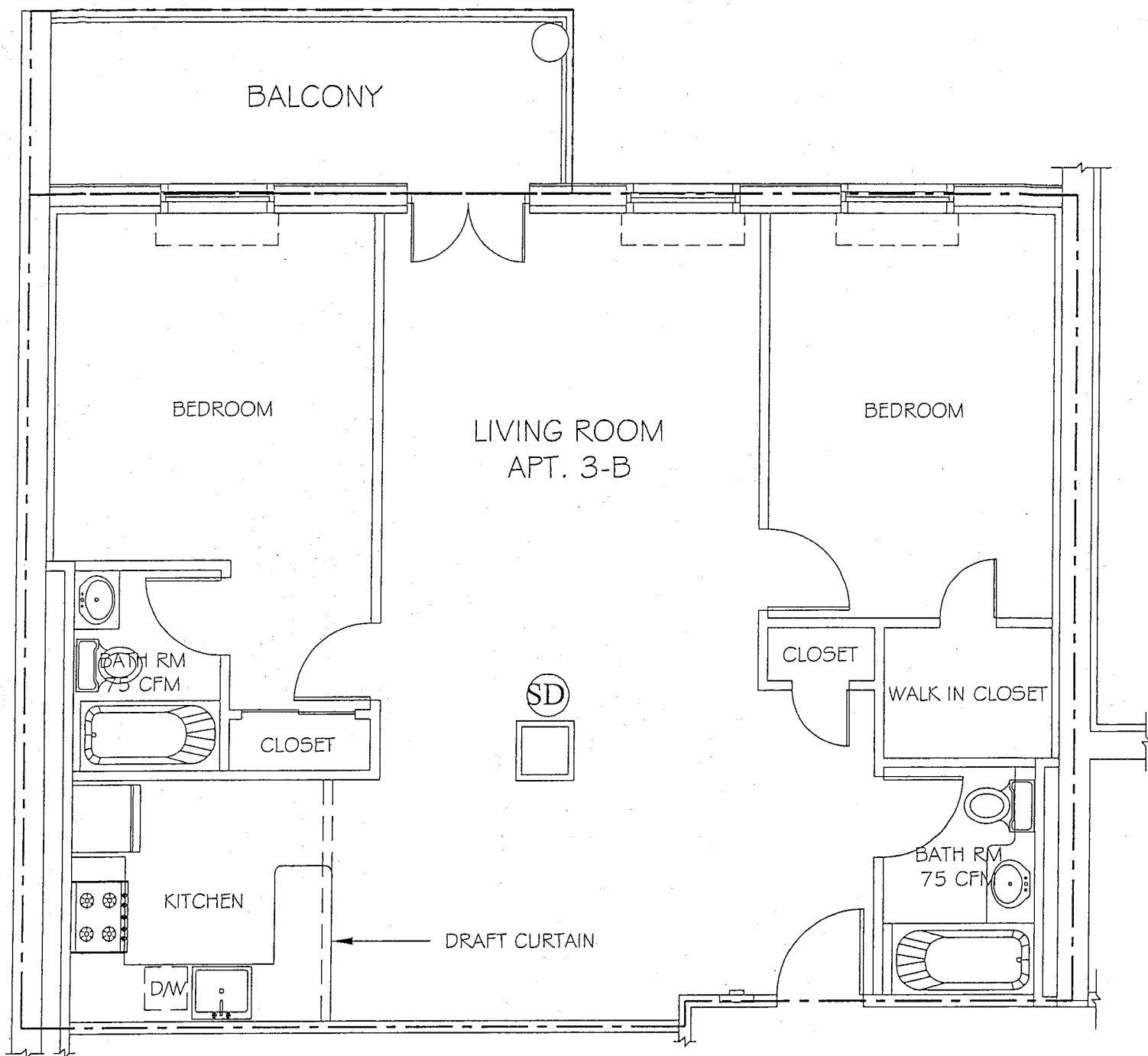


3RD FLOOR - COMMON AREA  
1028.9 SQFT

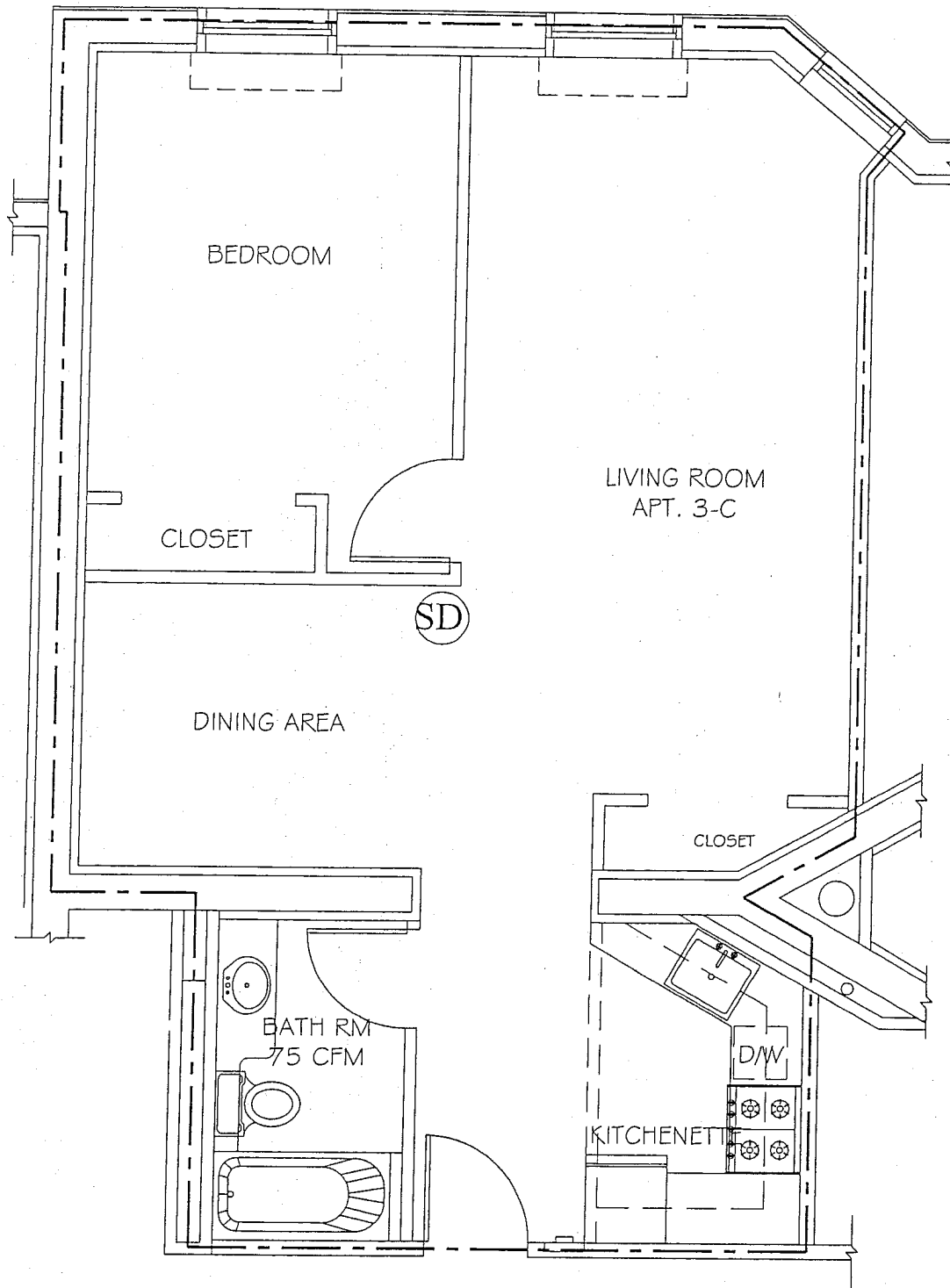




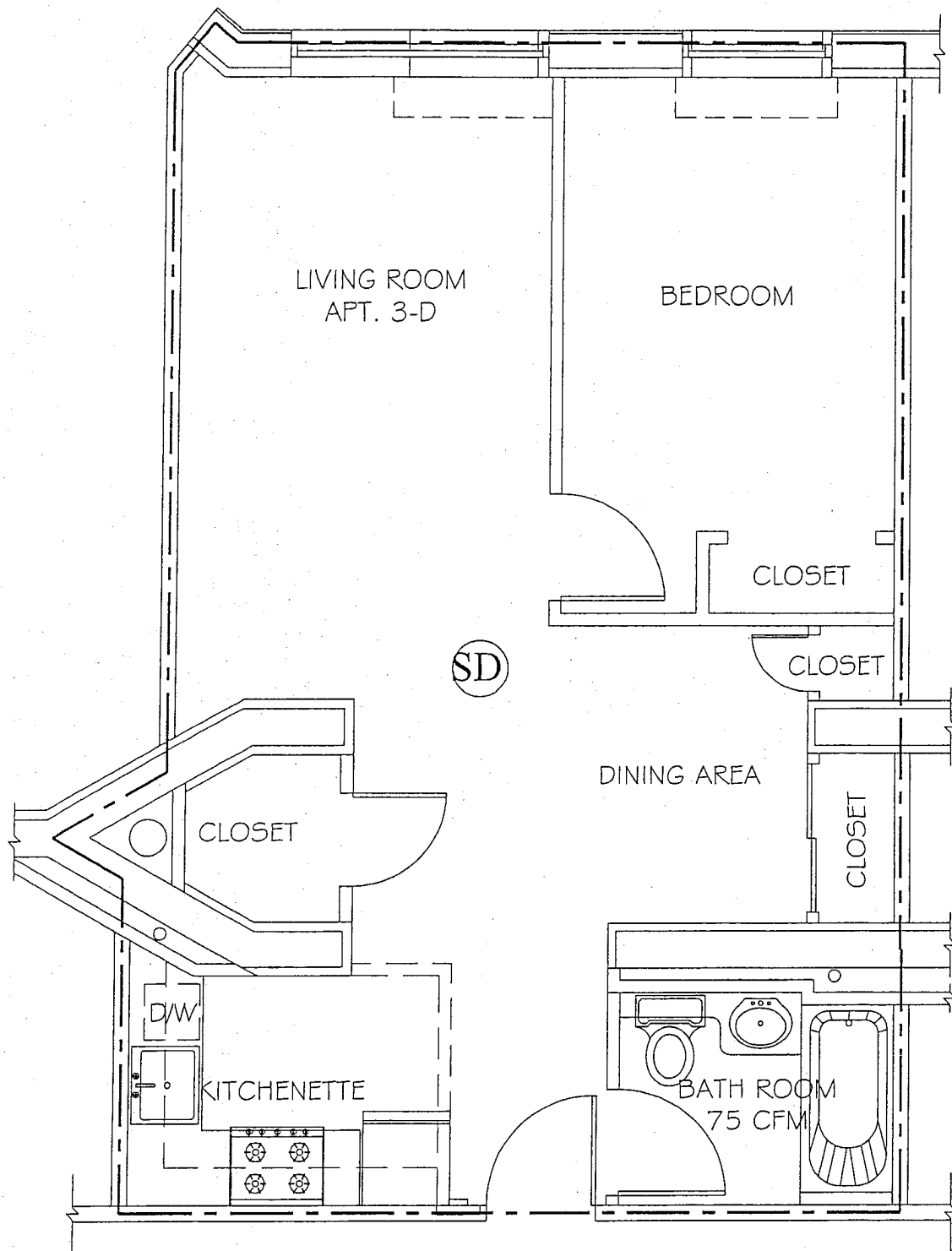
3RD FLOOR - APT. 3-A  
AREA - 1089.6 SQFT  
BALCONY - 18 SQFT



3RD FLOOR - APT. 3-B  
AREA - 1061.2 SQFT  
BALCONY - 121.9 SQFT

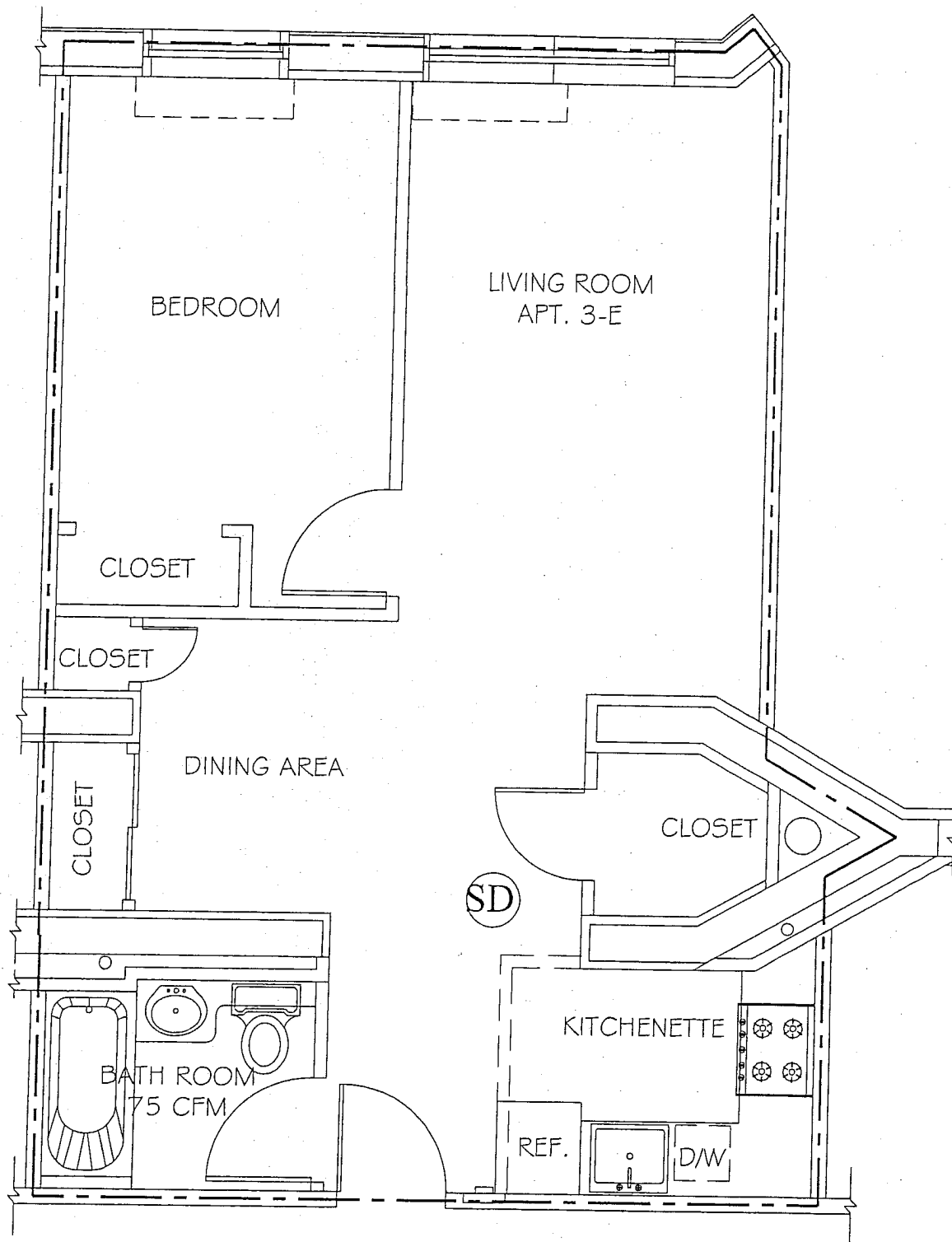


3RD FLOOR - APT. 3-C  
AREA - 739.2 SQFT

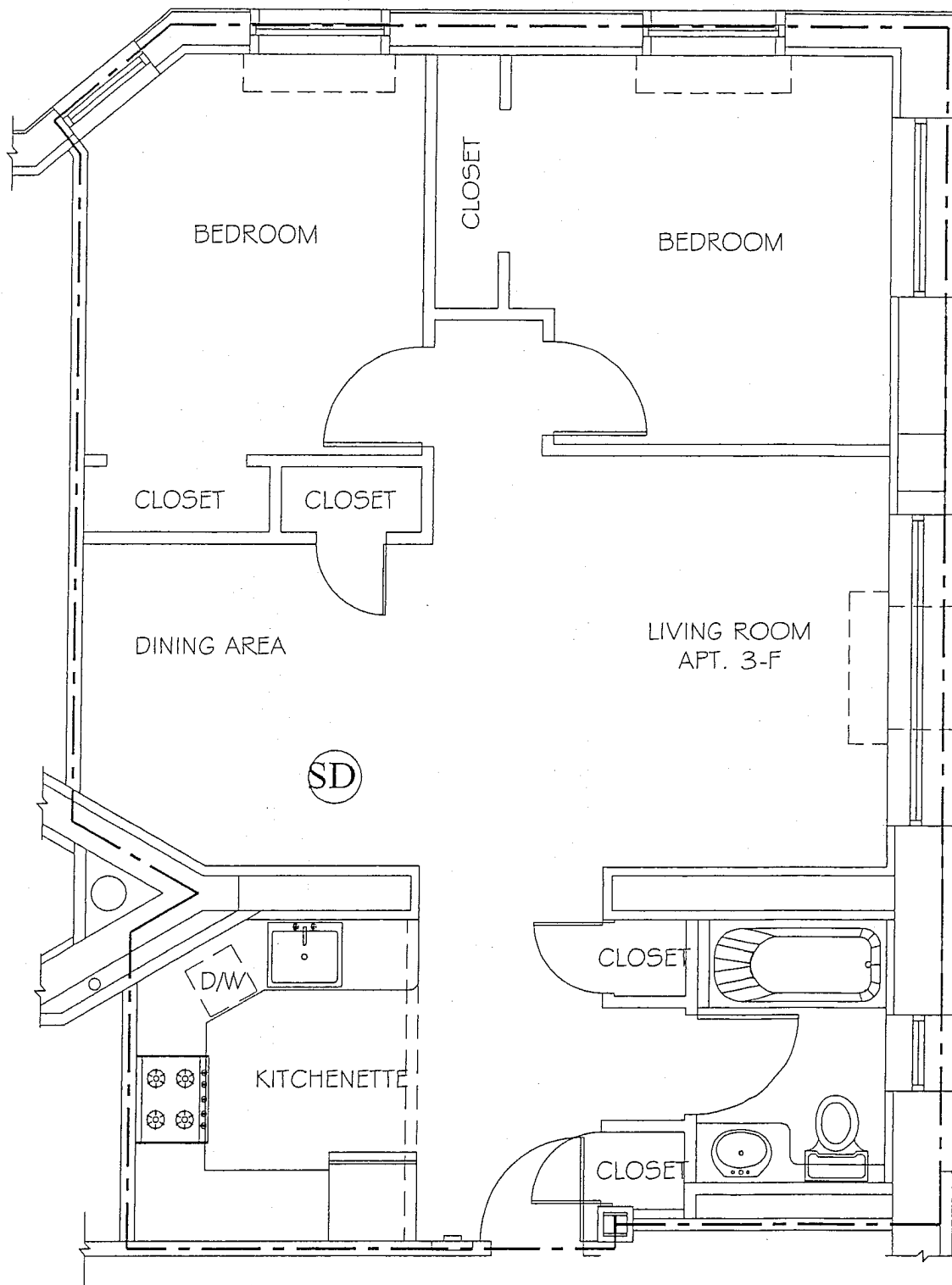


3RD FLOOR - APT. 3-D  
AREA - 632.6 SQFT





3RD FLOOR - APT. 3-E  
AREA - 638.5 SQFT

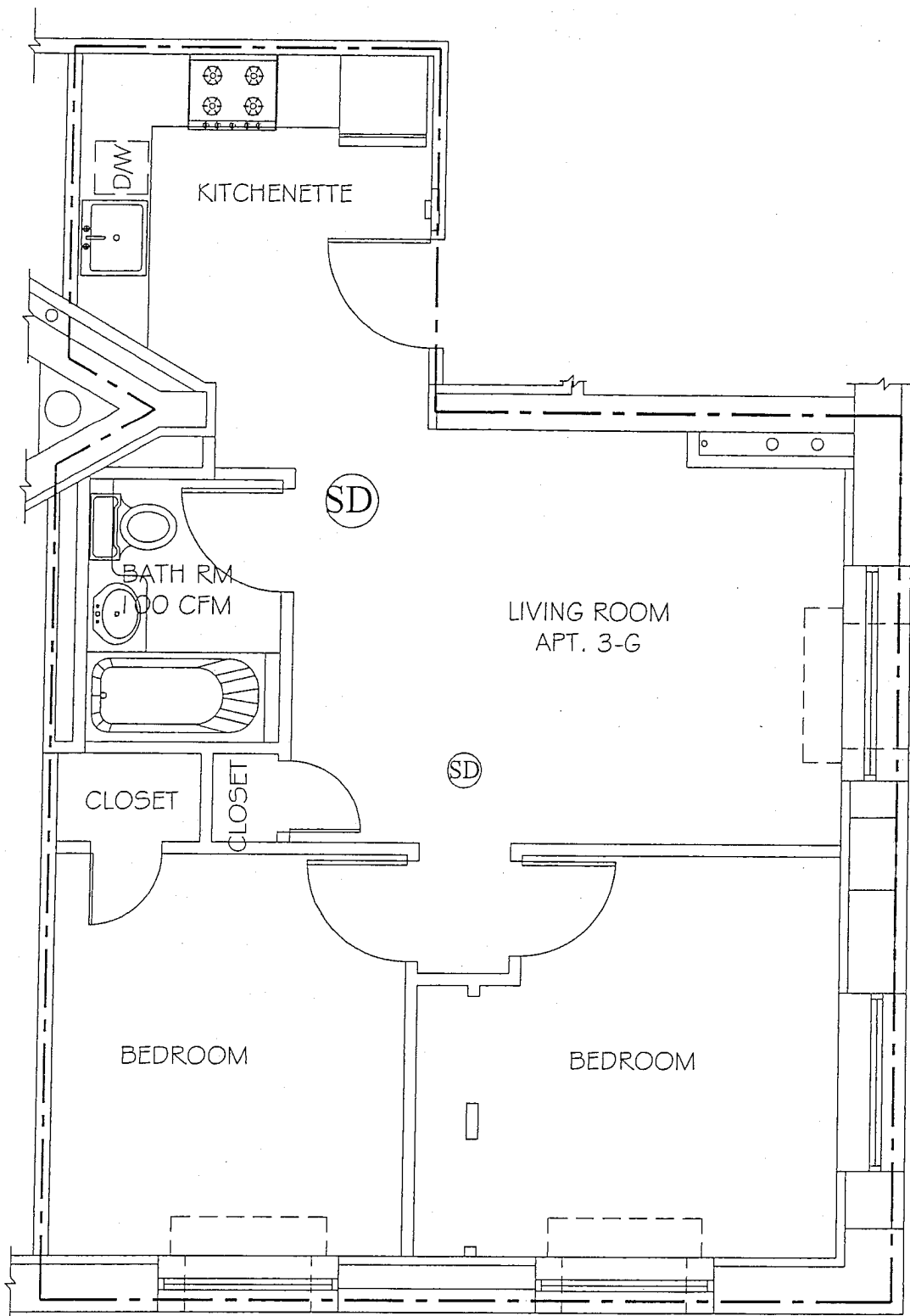


3RD FLOOR - APT. 3-F

---

AREA - 828.3 SQFT

---

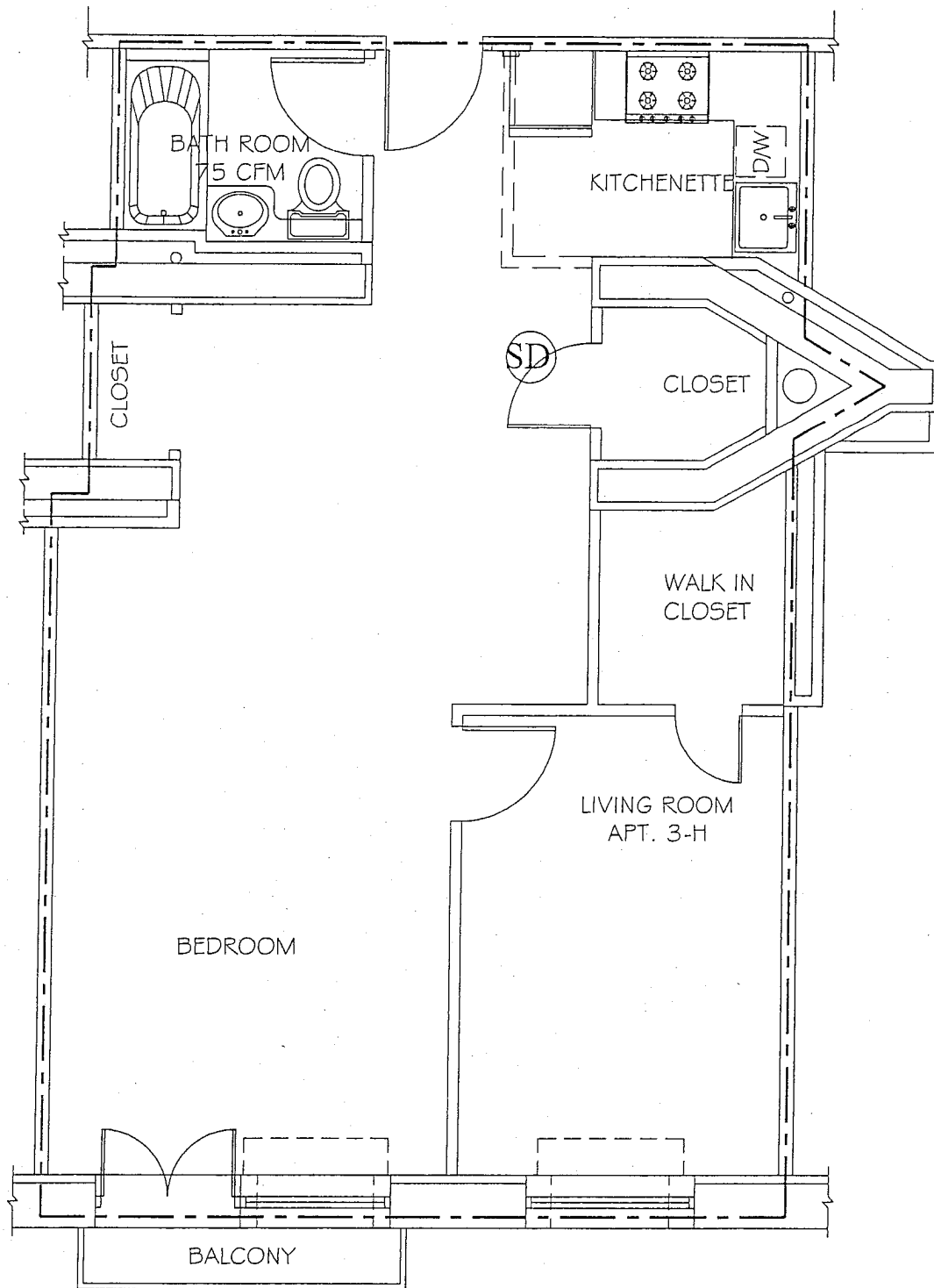


3RD FLOOR - APT. 3-G

---

AREA - 695.5 SQFT

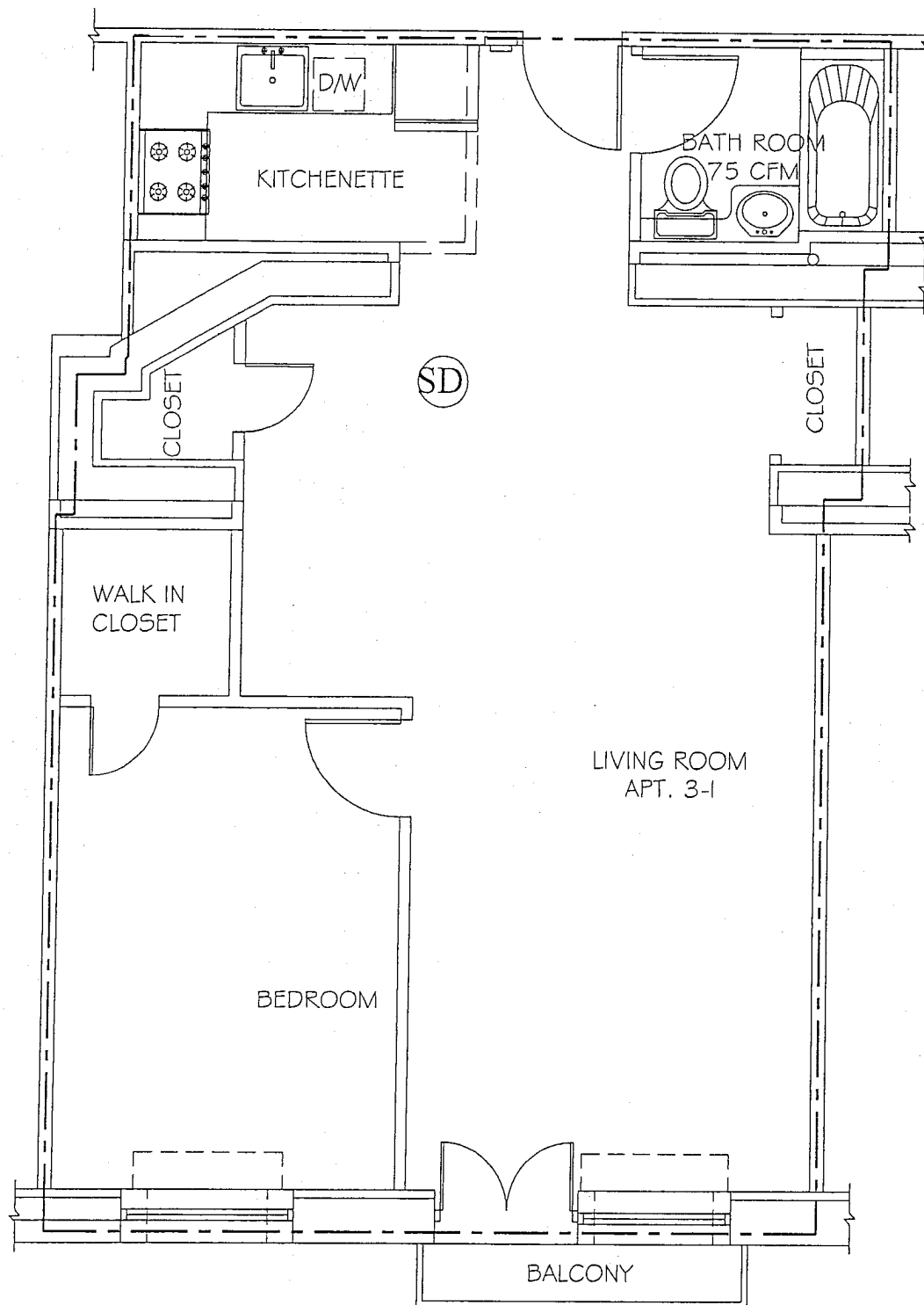
---



3RD FLOOR - APT. 3-H

AREA - 769.4 SQFT

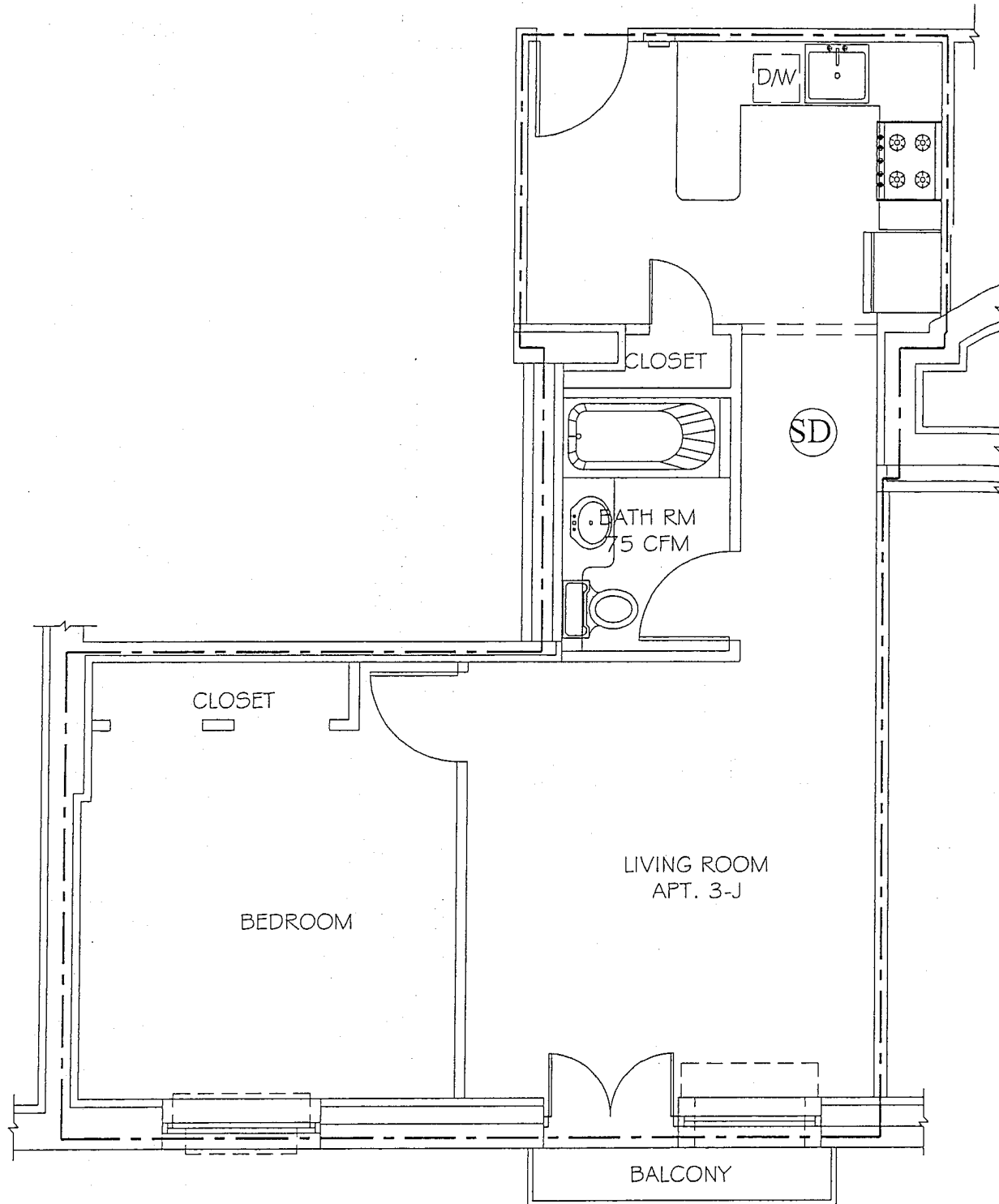
BALCONY - 18 SQFT



3RD FLOOR - APT. 3-1

AREA - 792.7 SQFT

BALCONY - 18 SQFT

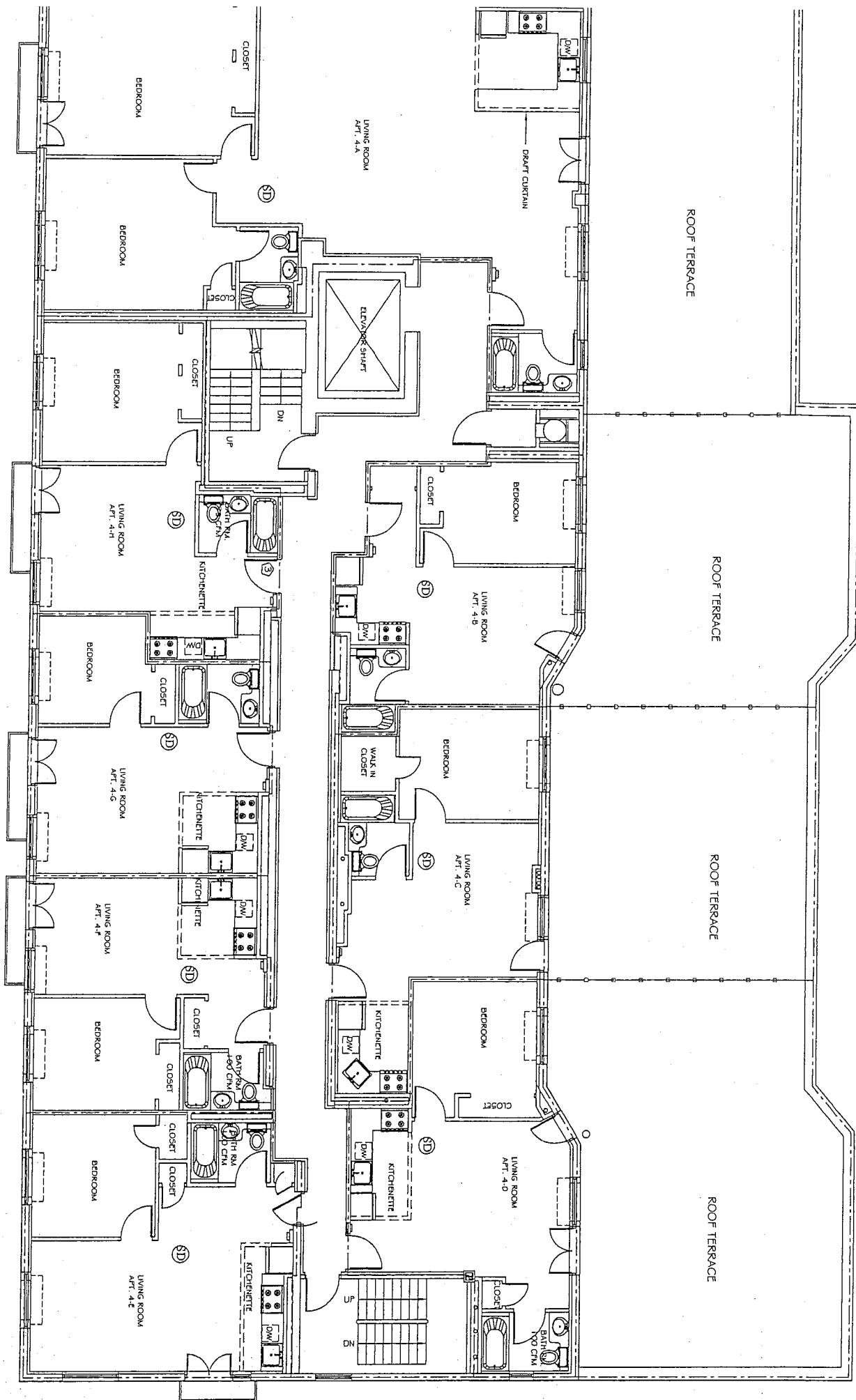


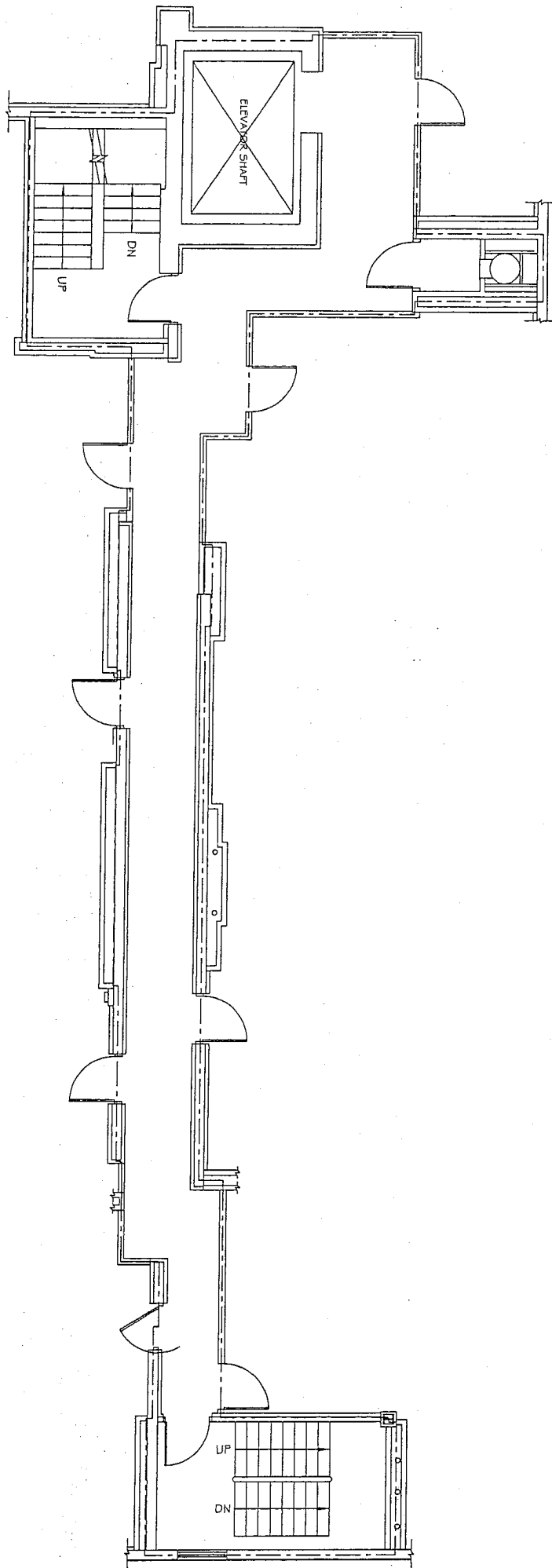
3RD FLOOR - APT. 3-J

AREA - 647.7 SQFT

BALCONY - 18 SQFT

# FOURTH FLOOR PLAN

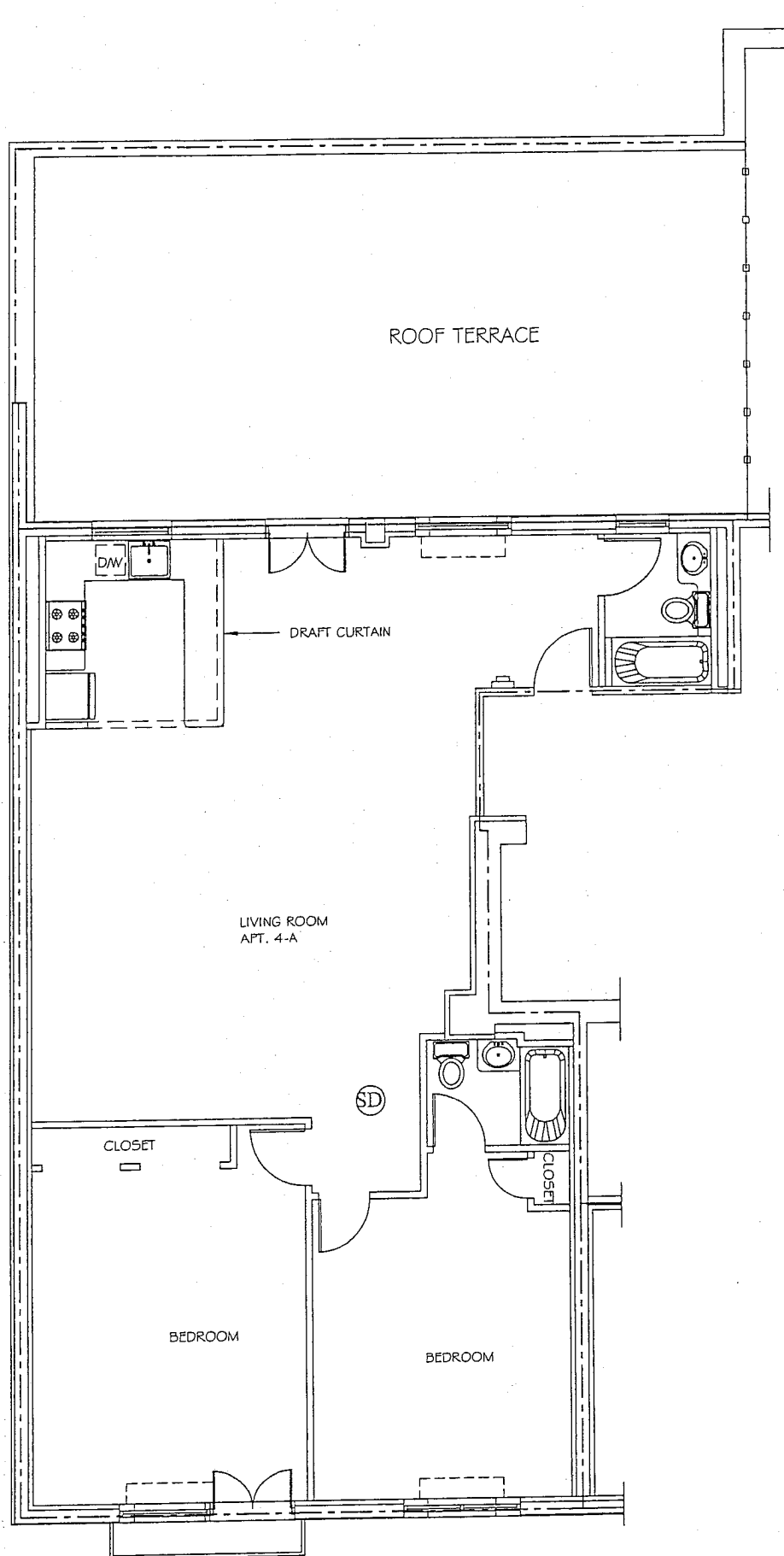




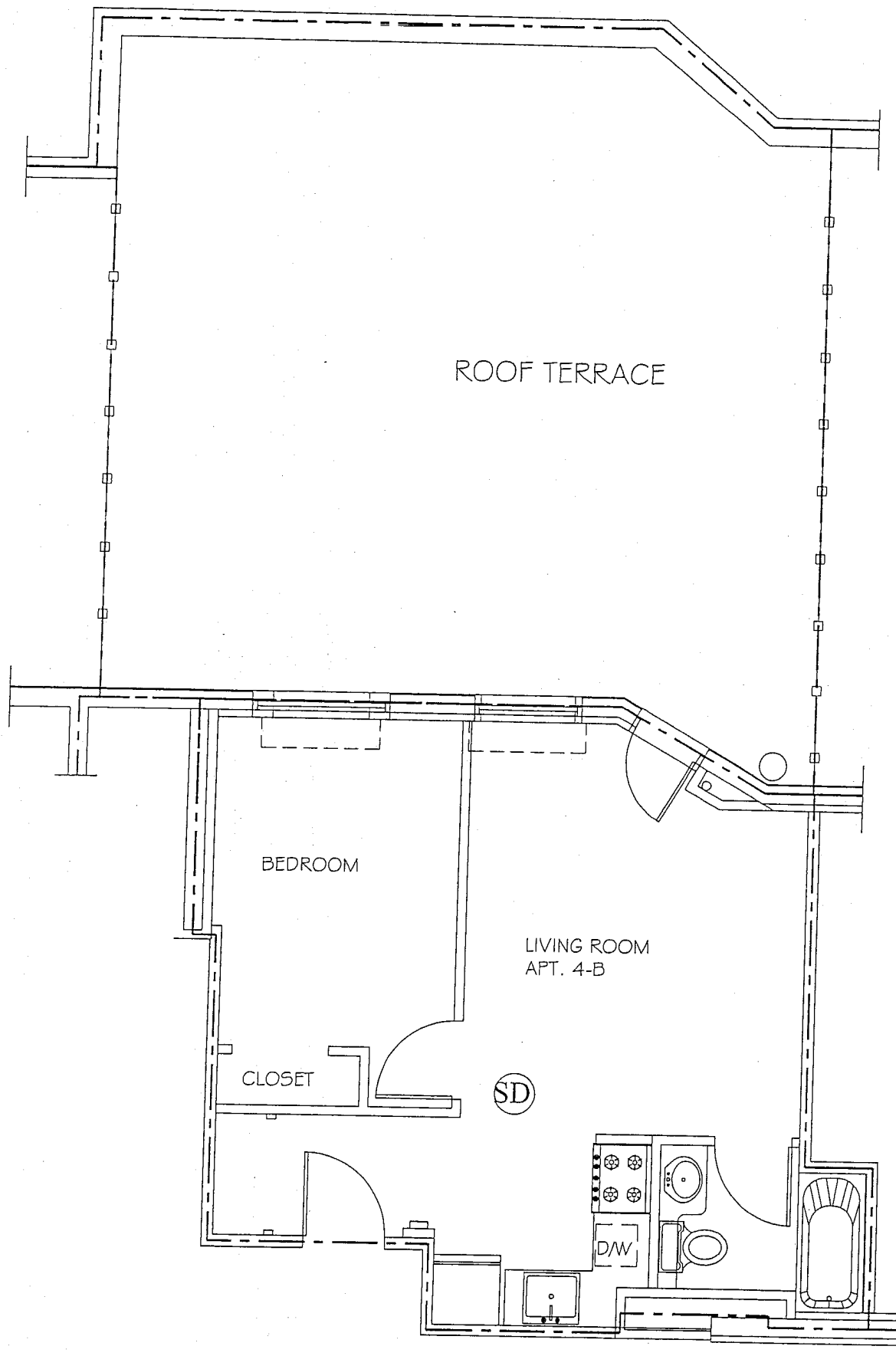
4TH FLOOR - COMMON AREA

1067.8 SQFT

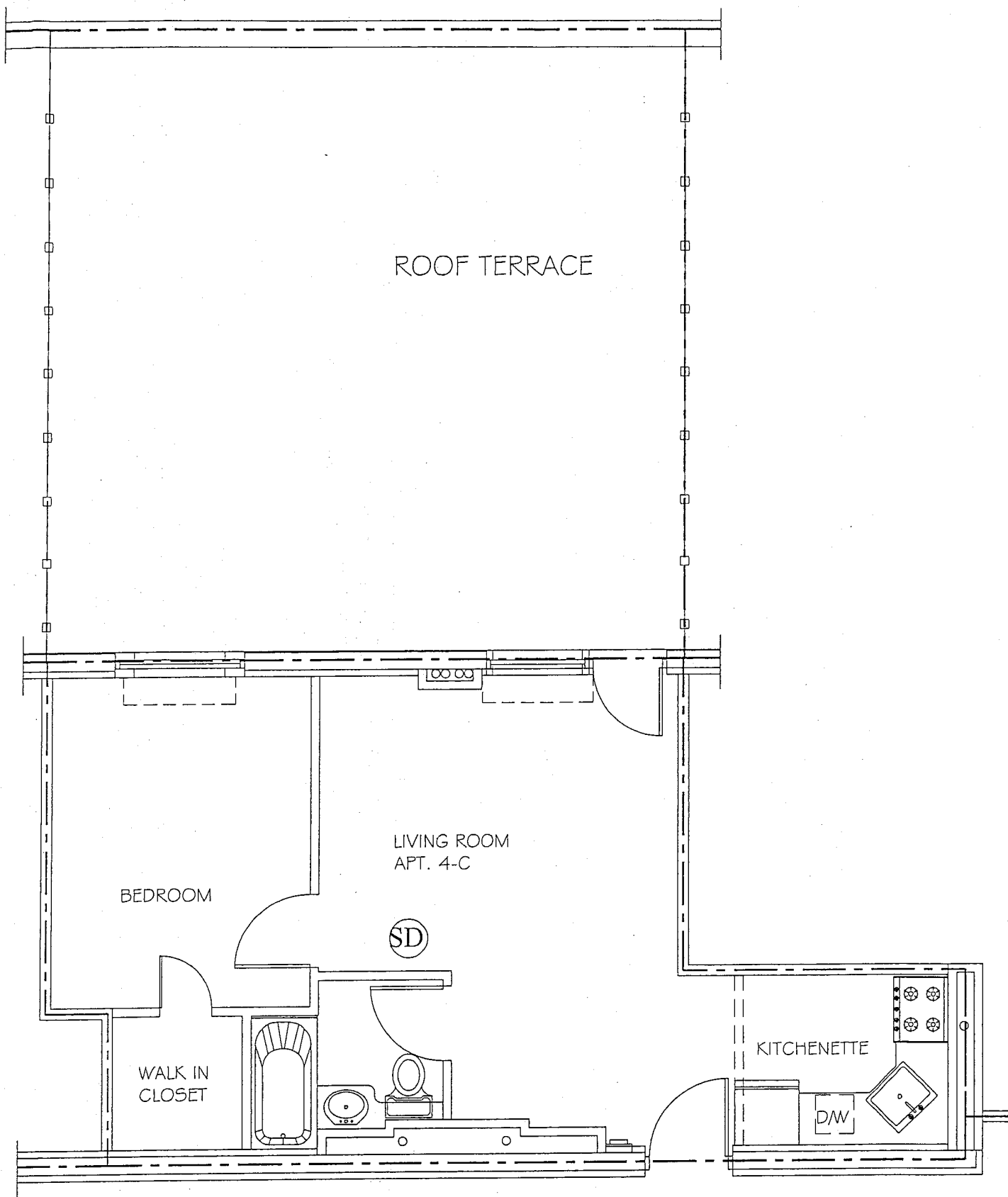




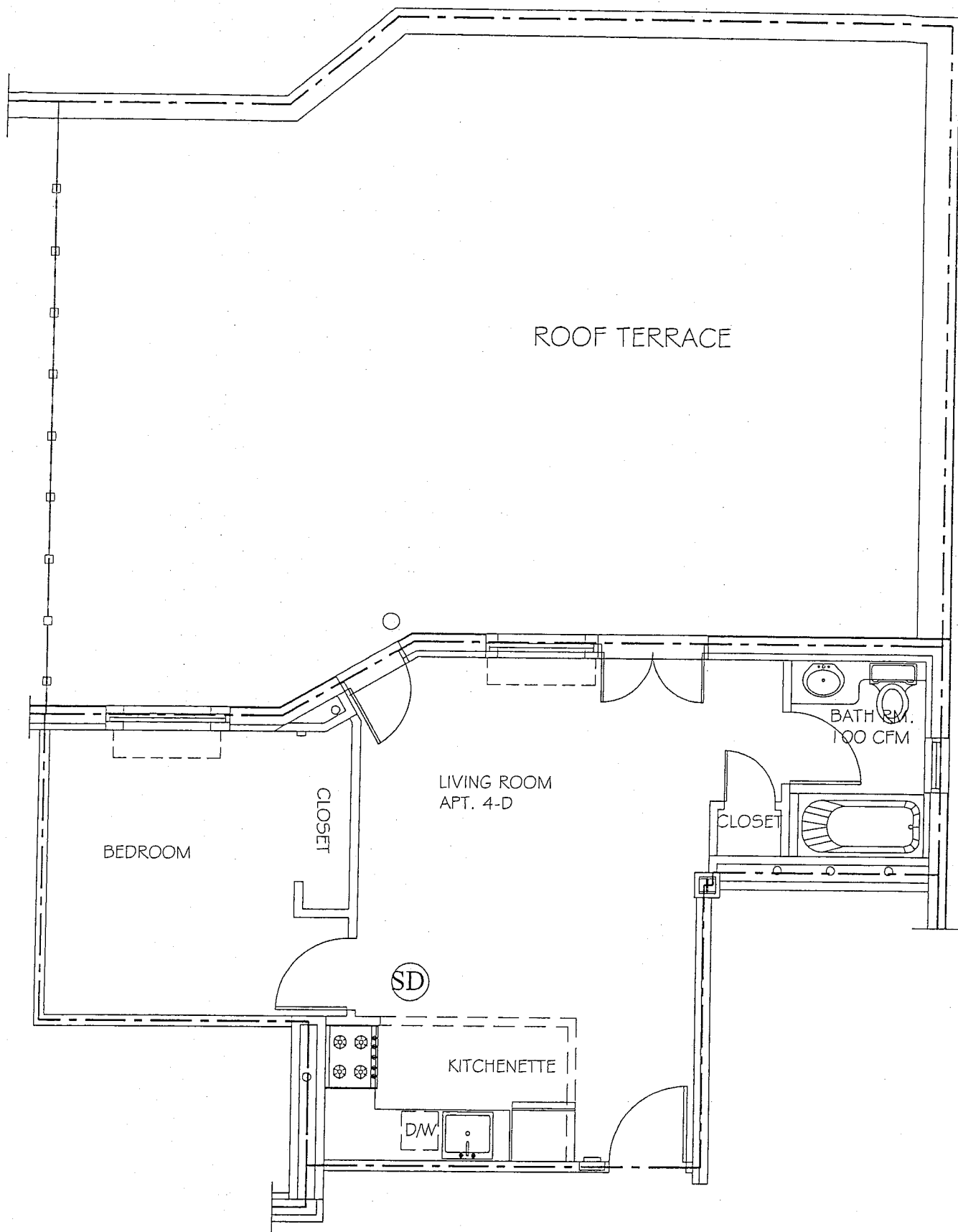
4TH FLOOR - APT. 4-A  
AREA - 1427.3 SQFT  
BALCONY - 18 SQFT  
ROOF TERRACE: 713.8 SQFT



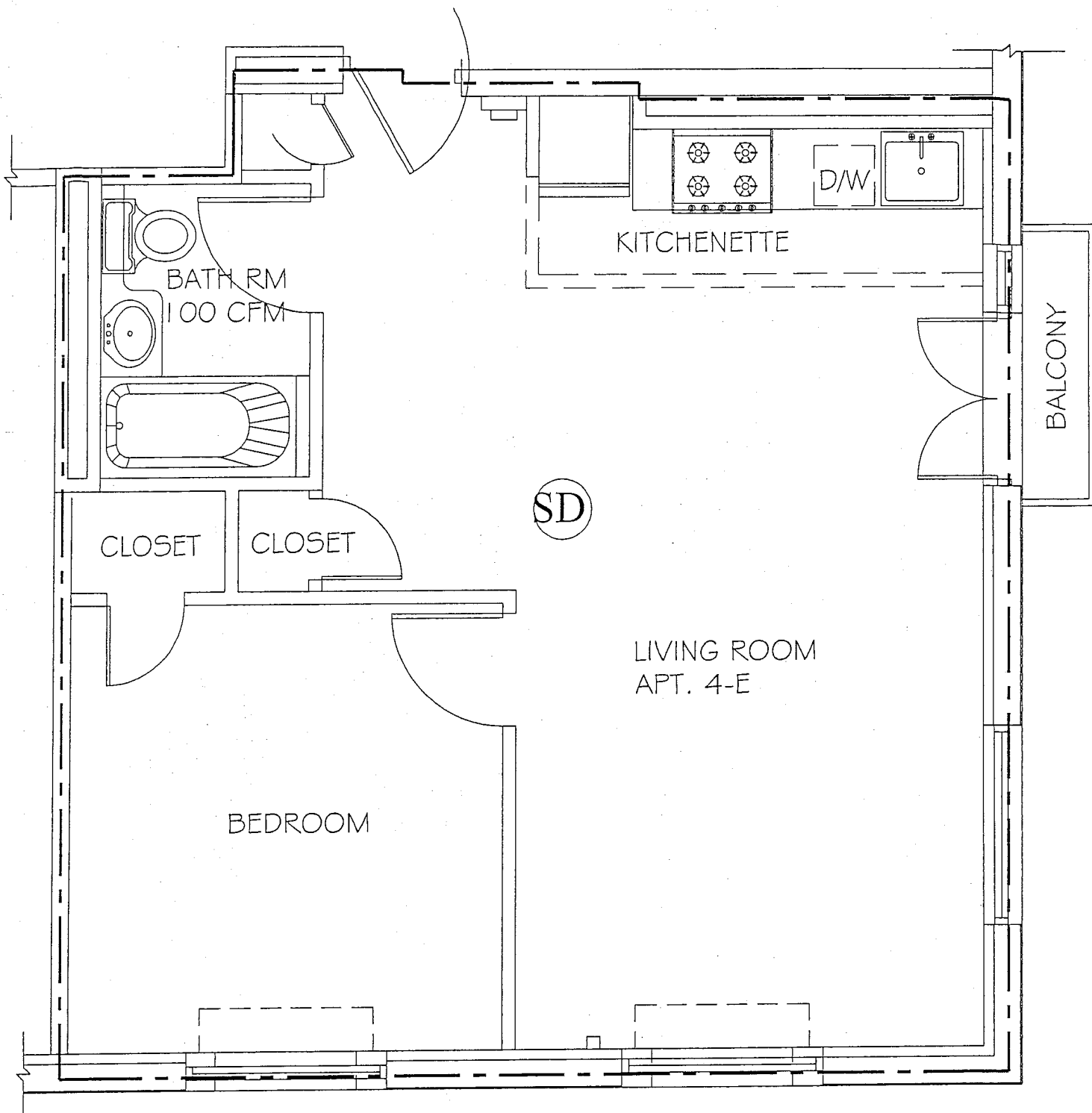
4TH FLOOR - APT. 4-B  
AREA - 473.4 SQFT  
ROOF TERRACE: 645.8 SQFT



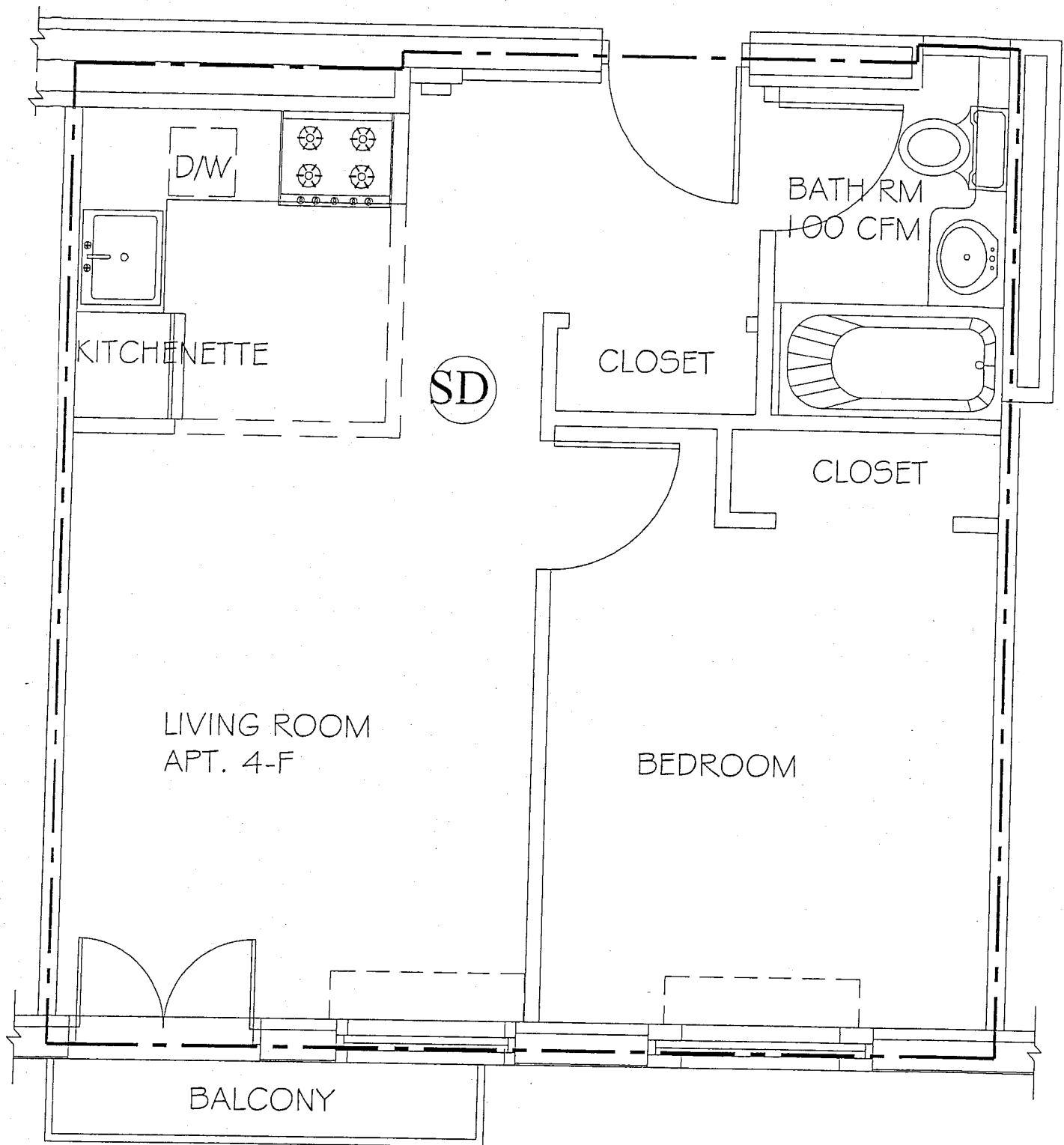
4TH FLOOR - APT. 4-C  
AREA - 542.9 SQFT  
ROOF TERRACE: 595 SQFT



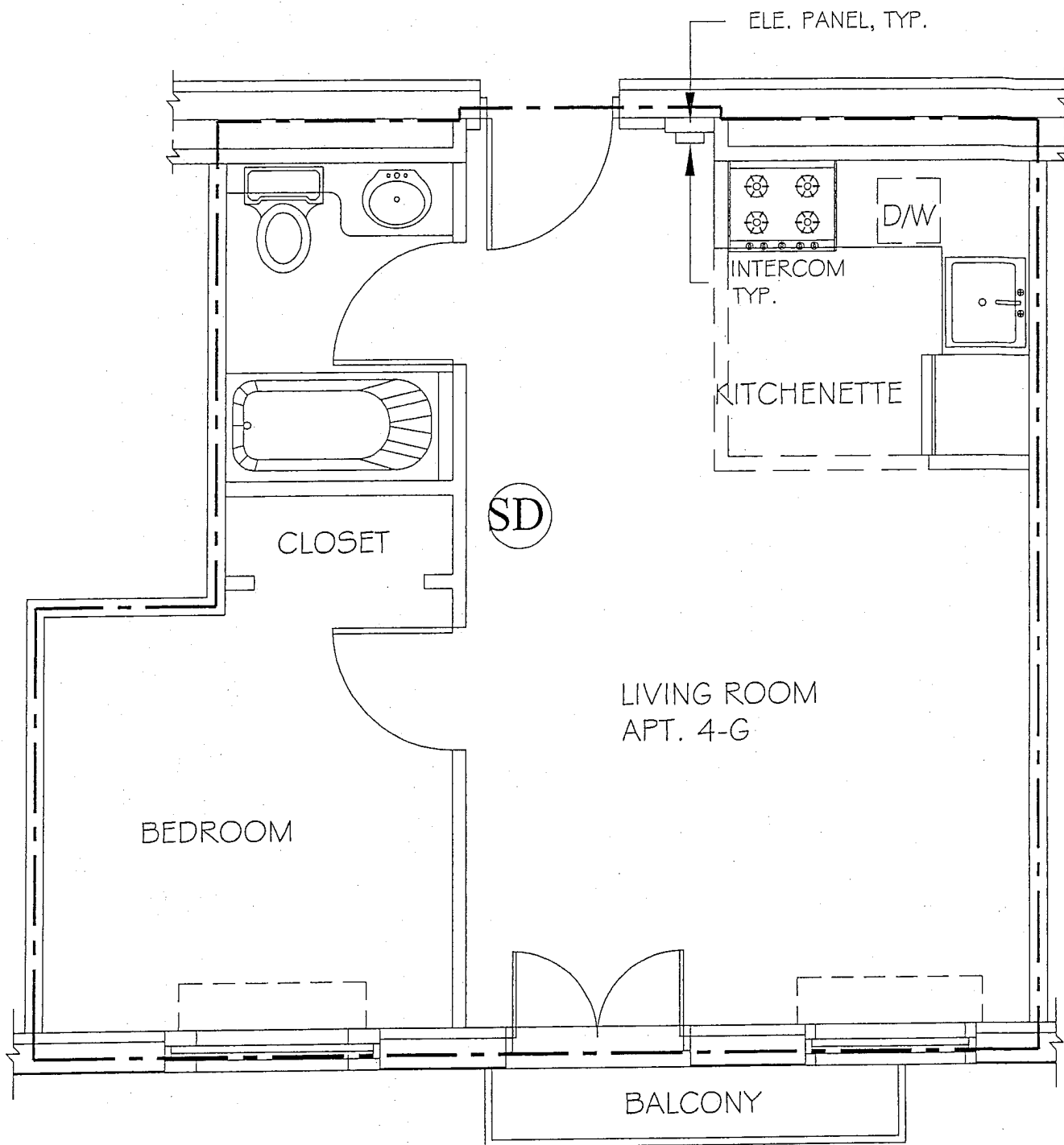
4TH FLOOR - APT. 4-D  
AREA - 537 SQFT  
ROOF TERRACE: 873 SQFT



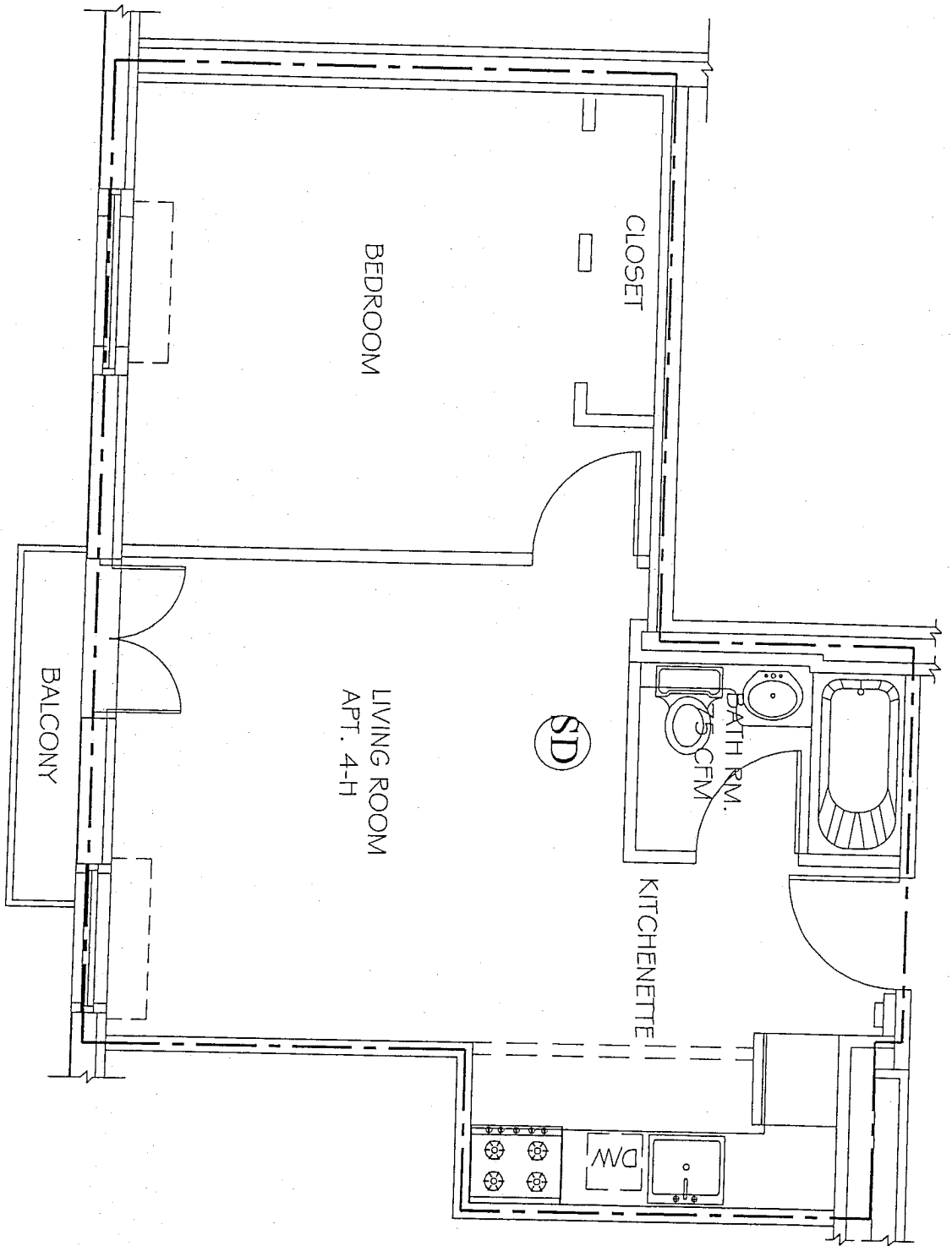
4TH FLOOR - APT. 4-E  
AREA - 579.1 SQFT  
BALCONY - 12.8 SQFT



4TH FLOOR - APT. 4-F  
AREA - 466.9 SQFT  
BALCONY - 18 SQFT



4TH FLOOR - APT. 4-G  
AREA - 466.2 SQFT  
BALCONY - 18 SQFT



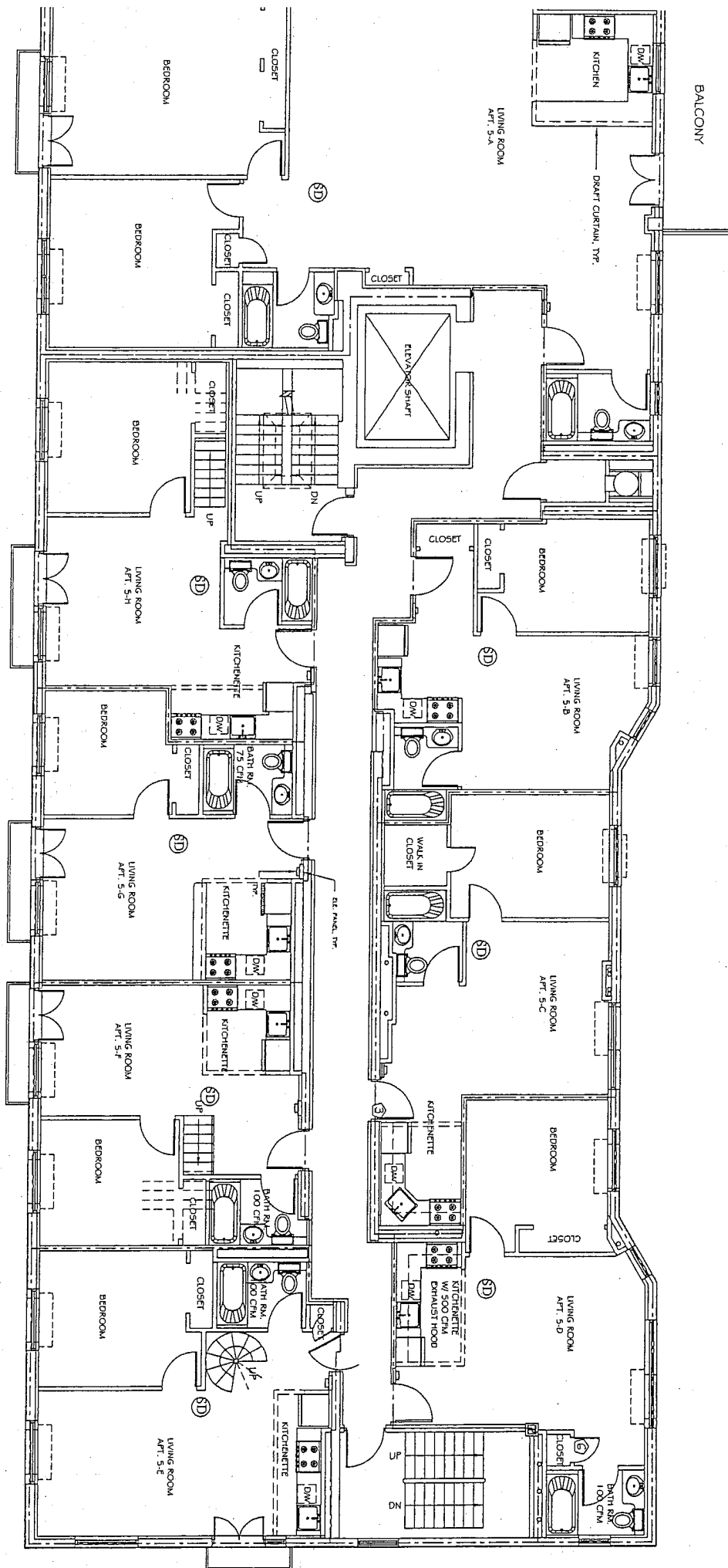
4TH FLOOR - APT. 4-H

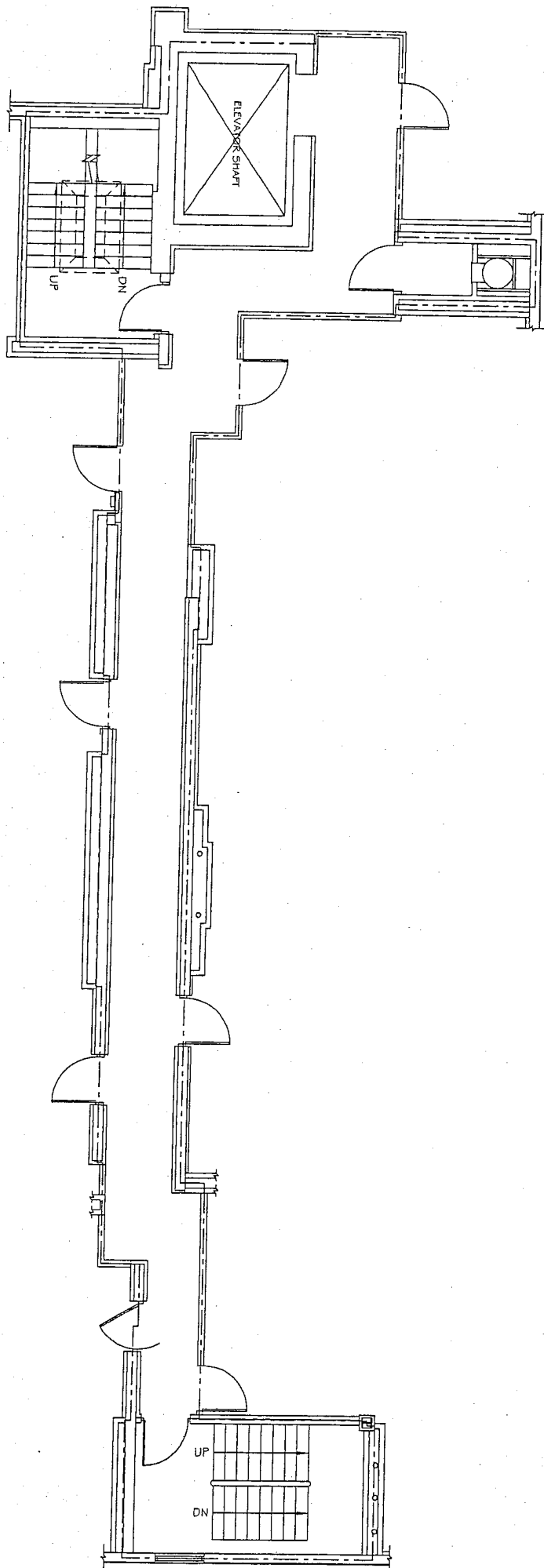
AREA - 538.3 SQFT

BALCONY - 18 SQFT

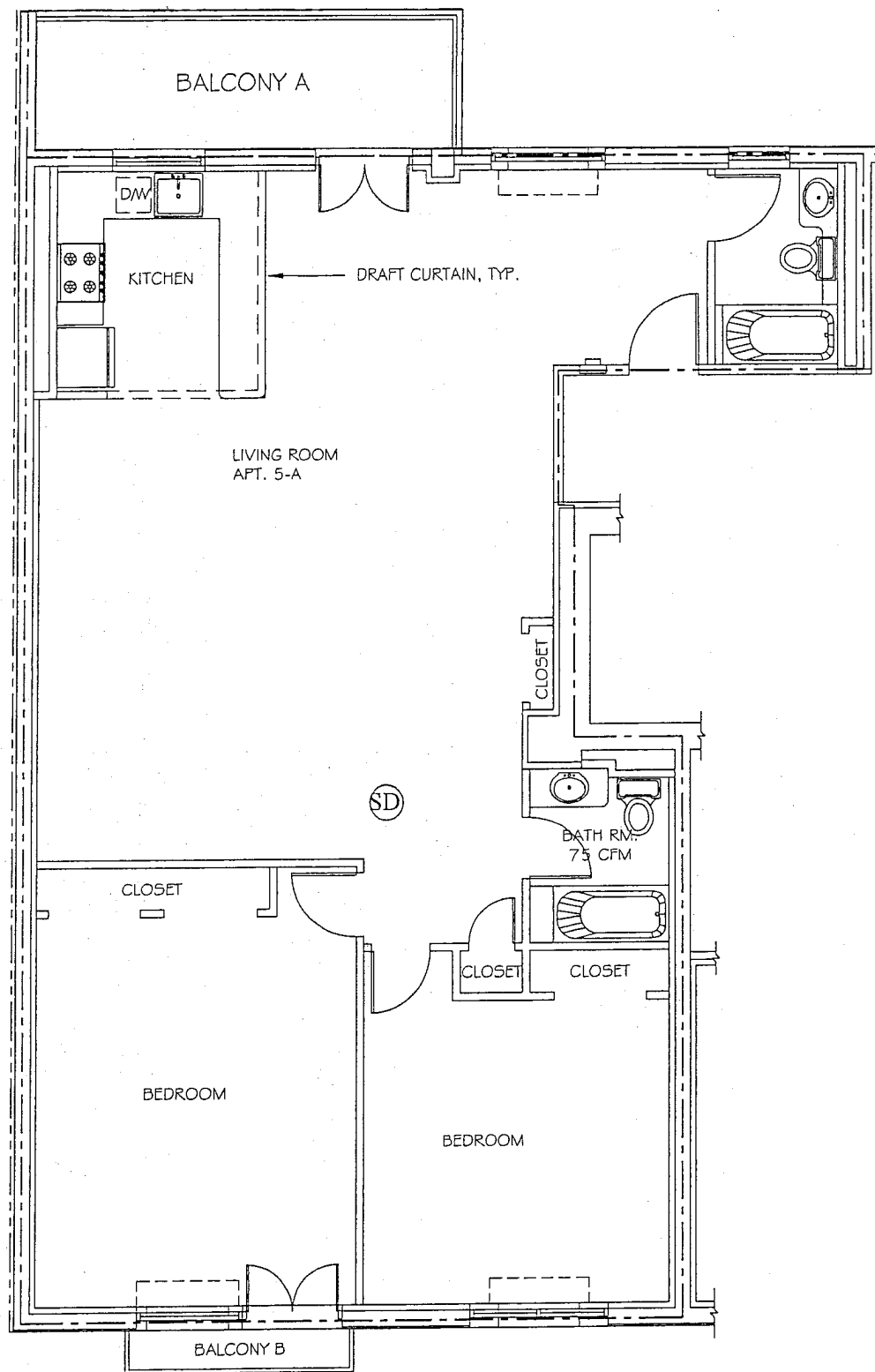


# 15TH FLOOR PLAN





5TH FLOOR - COMMON AREA  
1059.2 SQFT



5TH FLOOR - APT. 5-A

---

AREA - 1415 SQFT

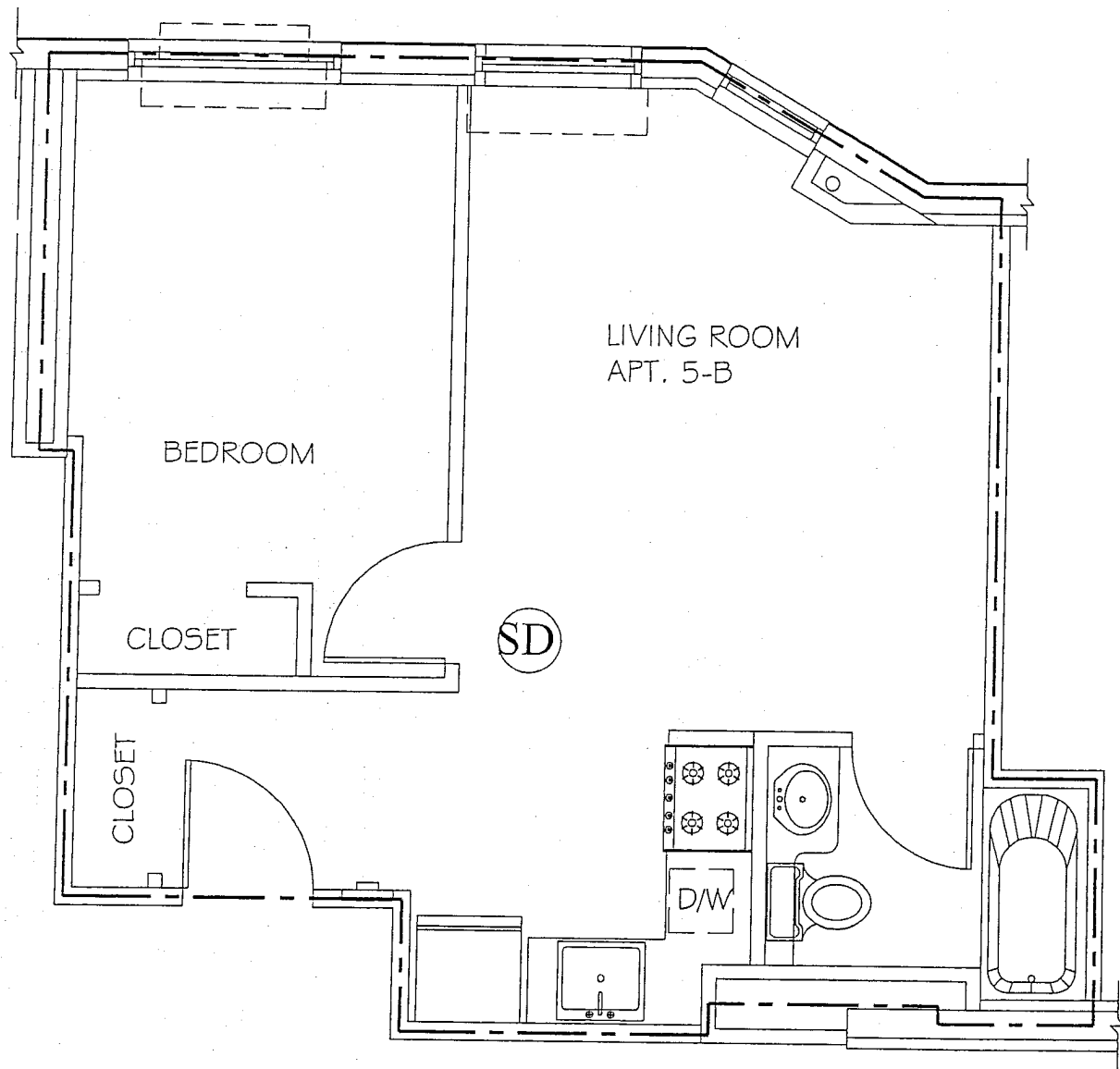
---

BALCONY A - 120.9 SQFT

---

BALCONY B - 18 SQFT

---

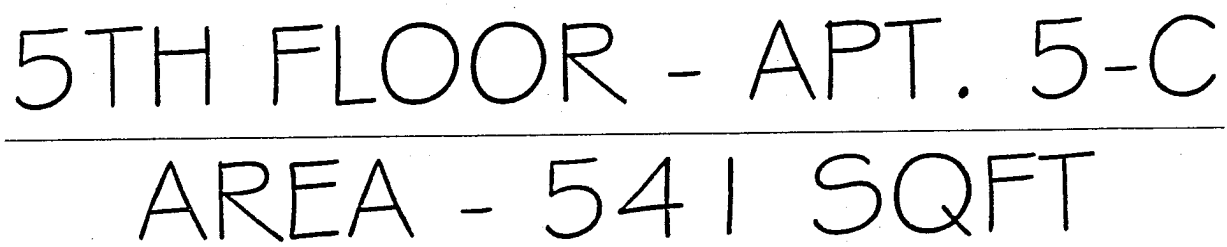


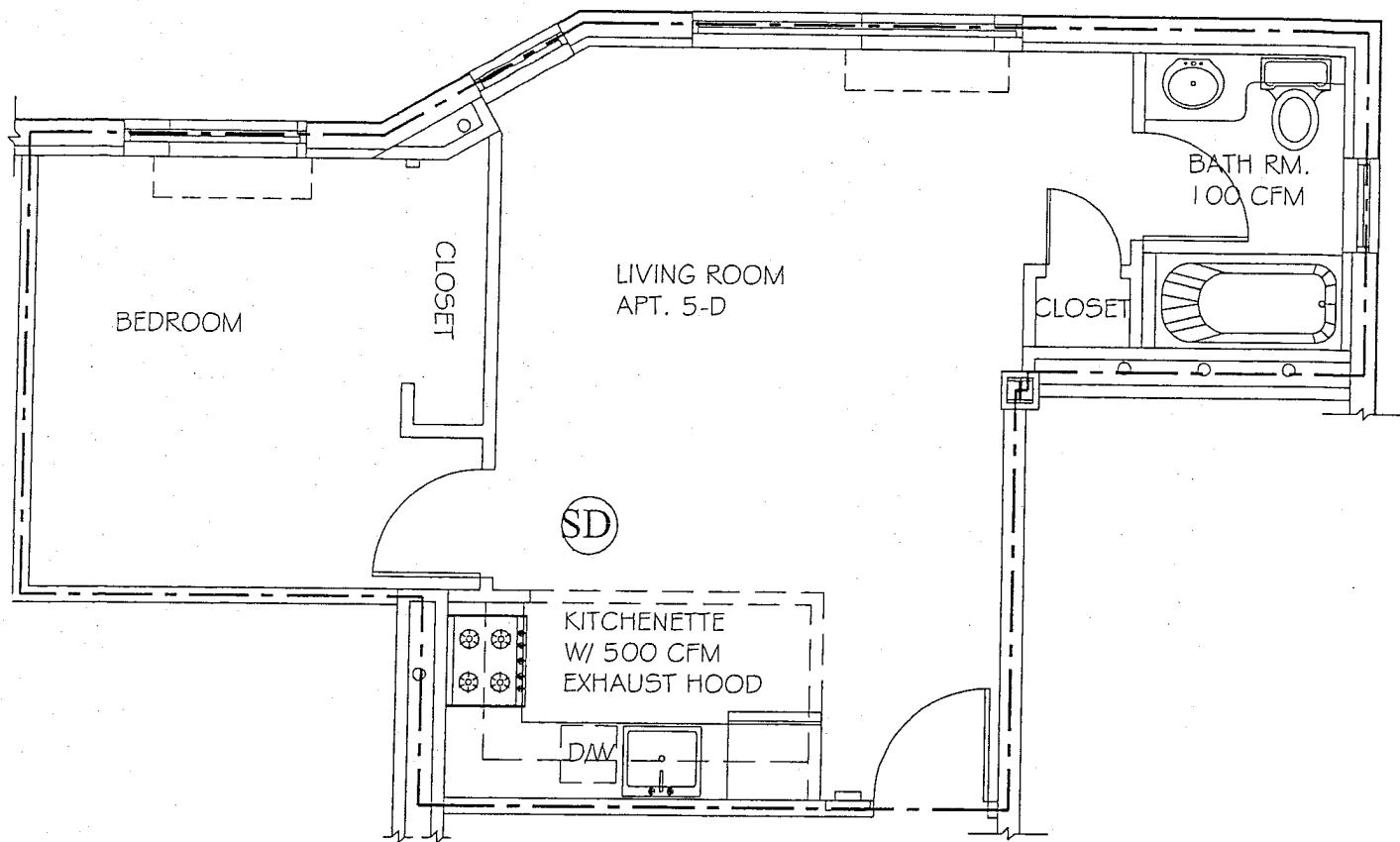
5TH FLOOR - APT. 5-B

---

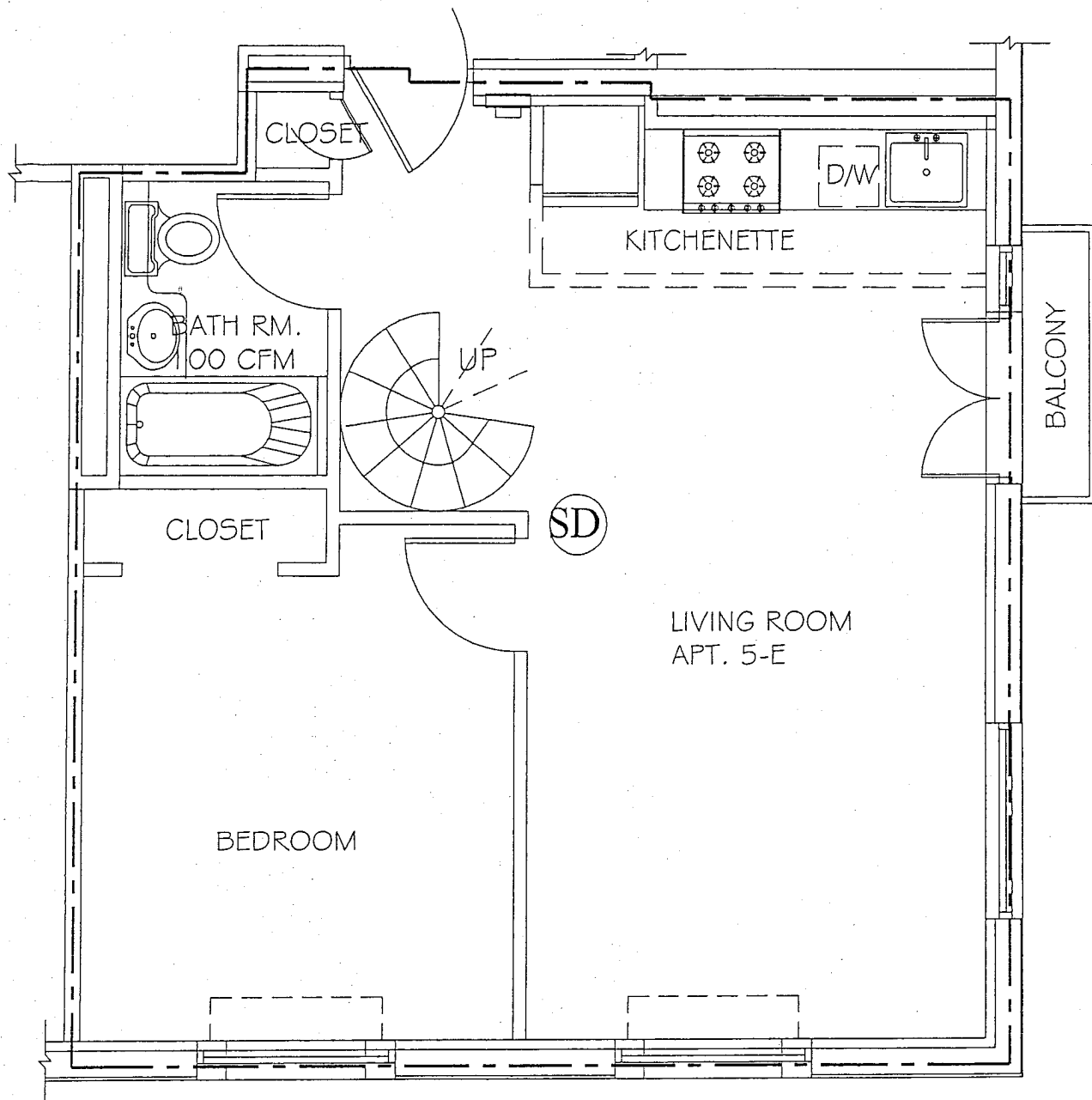
AREA - 473.6 SQFT

---





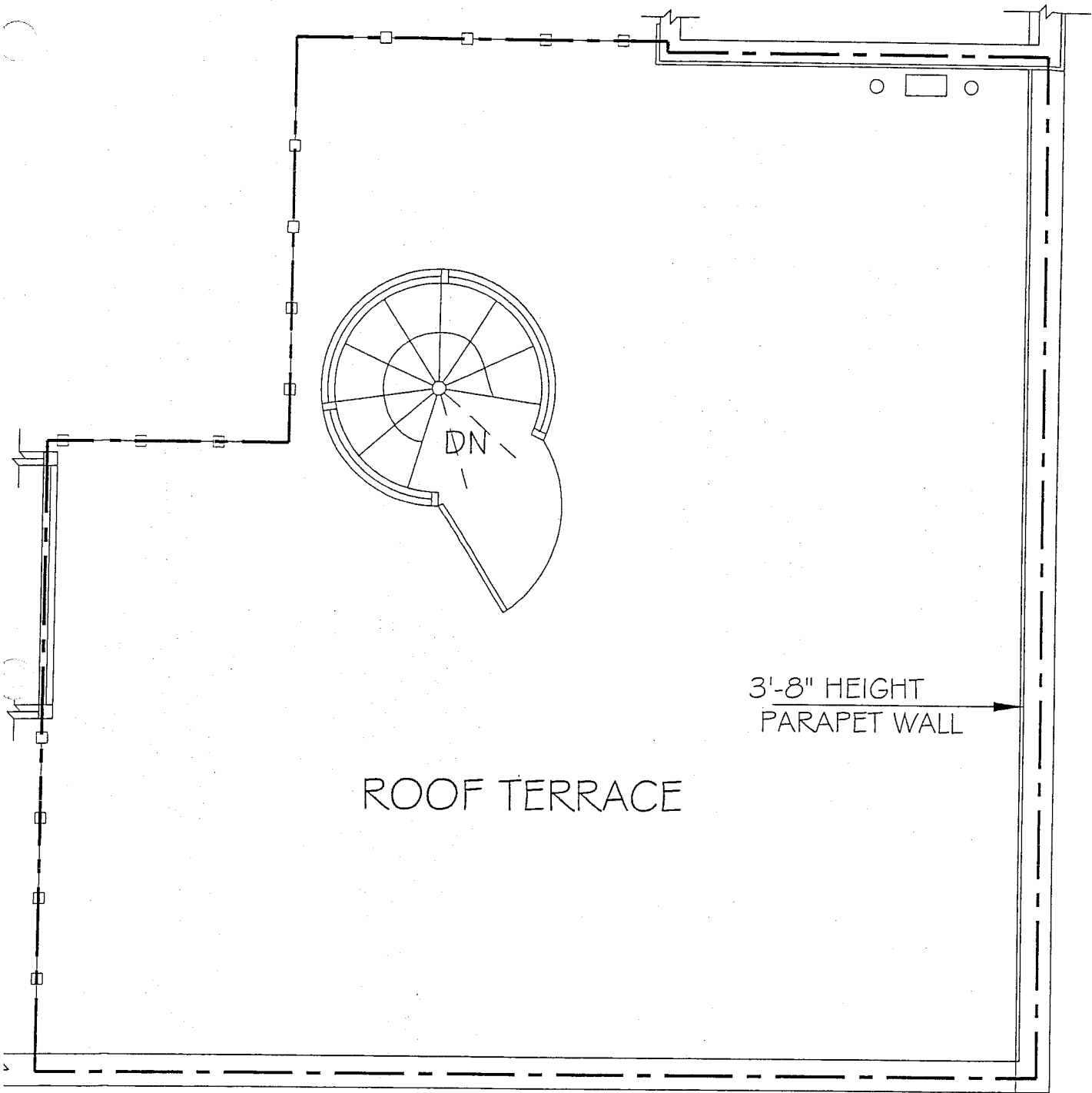
5TH FLOOR - APT. 5-D  
AREA - 536.4 SQFT



5TH FLOOR - APT. 5-E

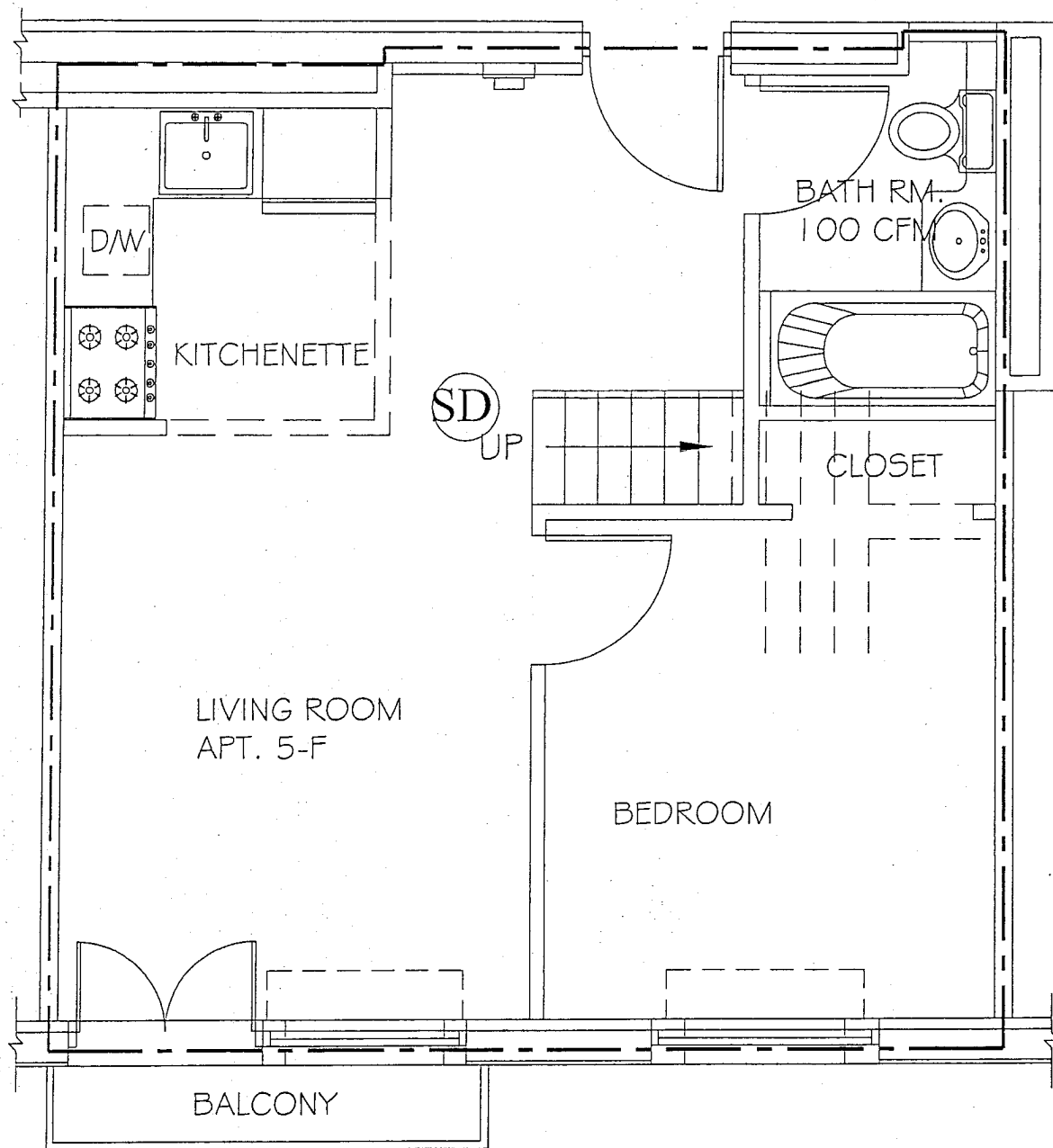
AREA - 577.8 SQFT

BALCONY - 12.8 SQFT



5TH FLOOR ROOF  
APT. 5-E ROOF TERRACE: 544.6 SQFT



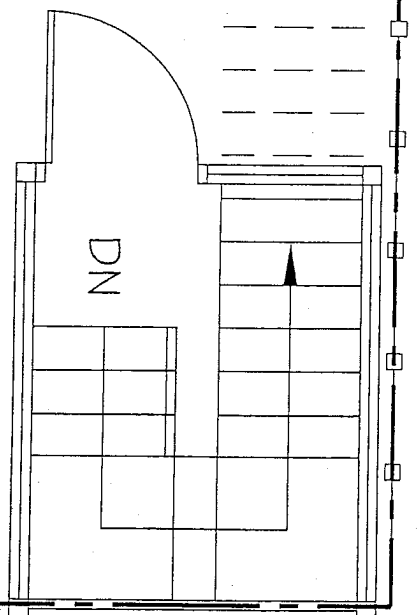


5TH FLOOR - APT. 5-F

AREA - 467 SQFT

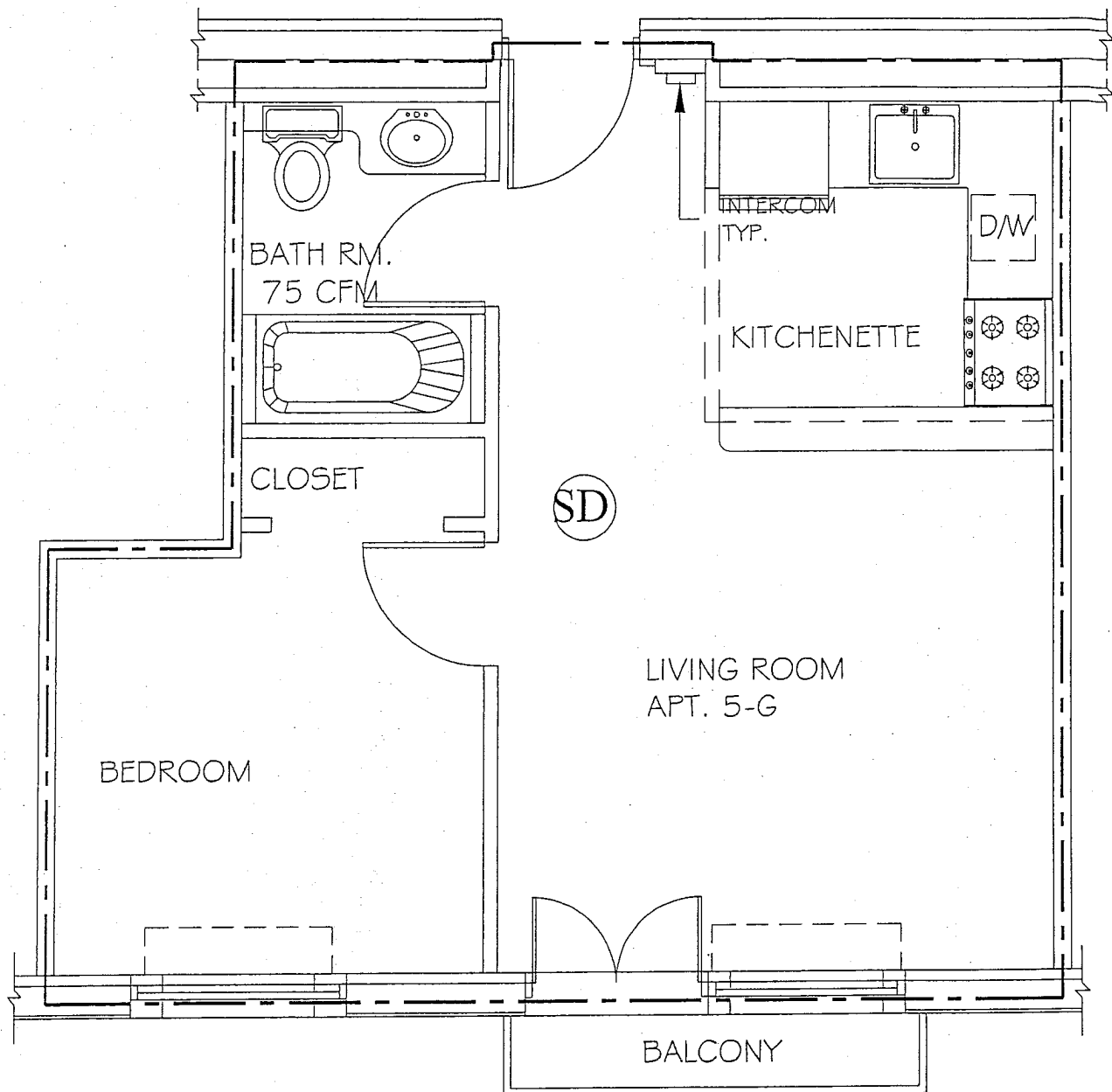
BALCONY - 18 SQFT

ROOF TERRACE



5TH FLOOR ROOF

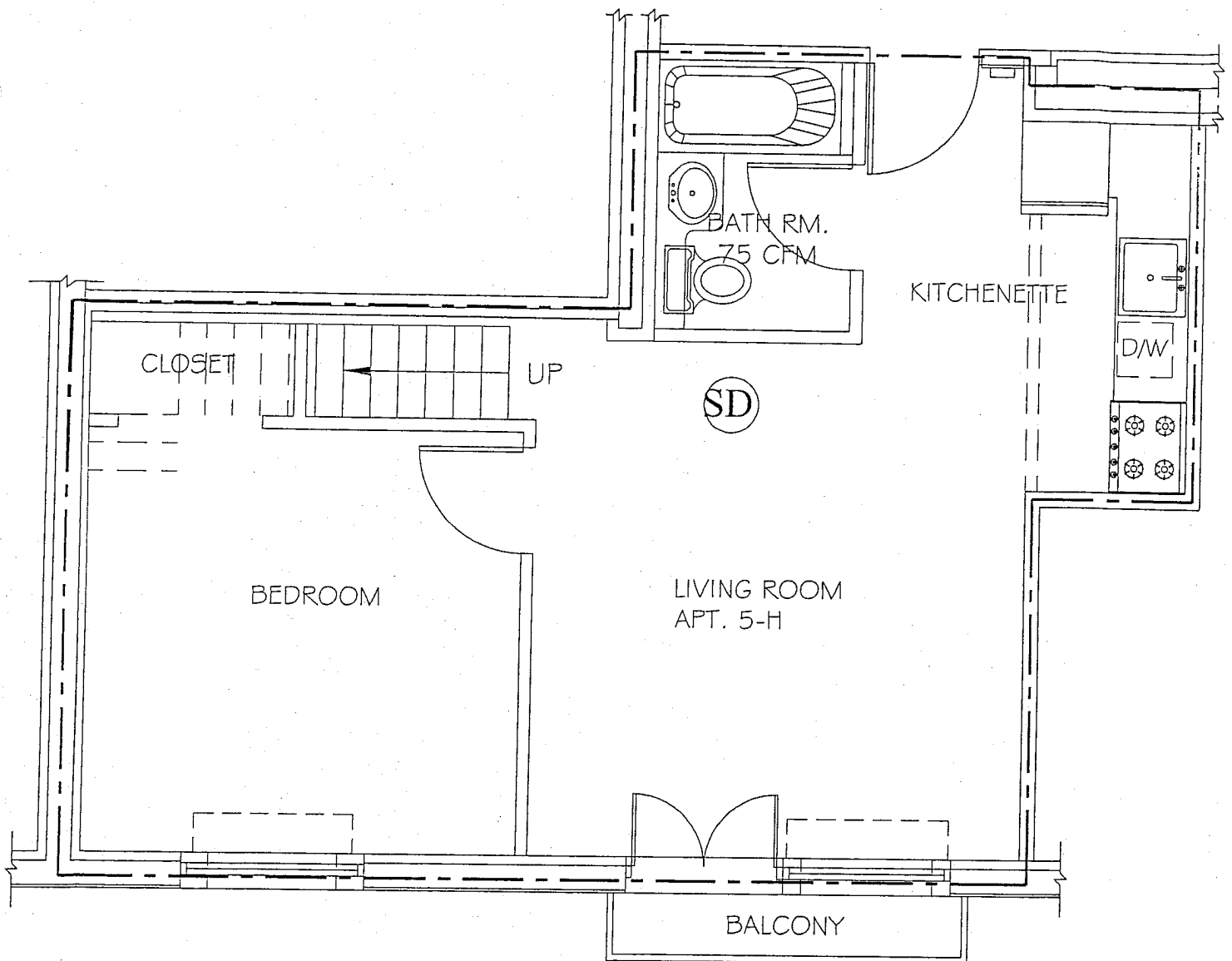
APT. 5-F ROOF TERRACE: 461.3 SQFT



5TH FLOOR - APT. 5-G

AREA - 468.9 SQFT

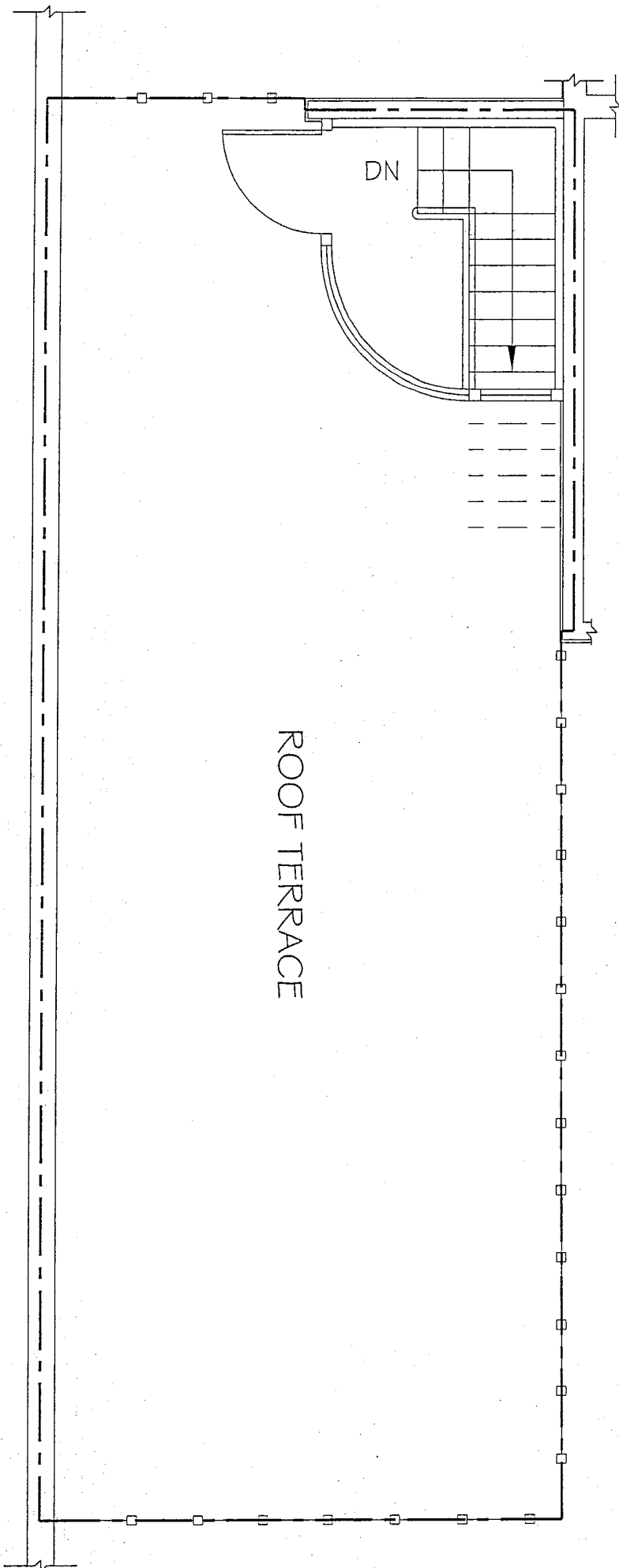
BALCONY - 18 SQFT



5TH FLOOR - APT. 5-H

AREA - 537.7 SQFT

BALCONY - 18 SQFT

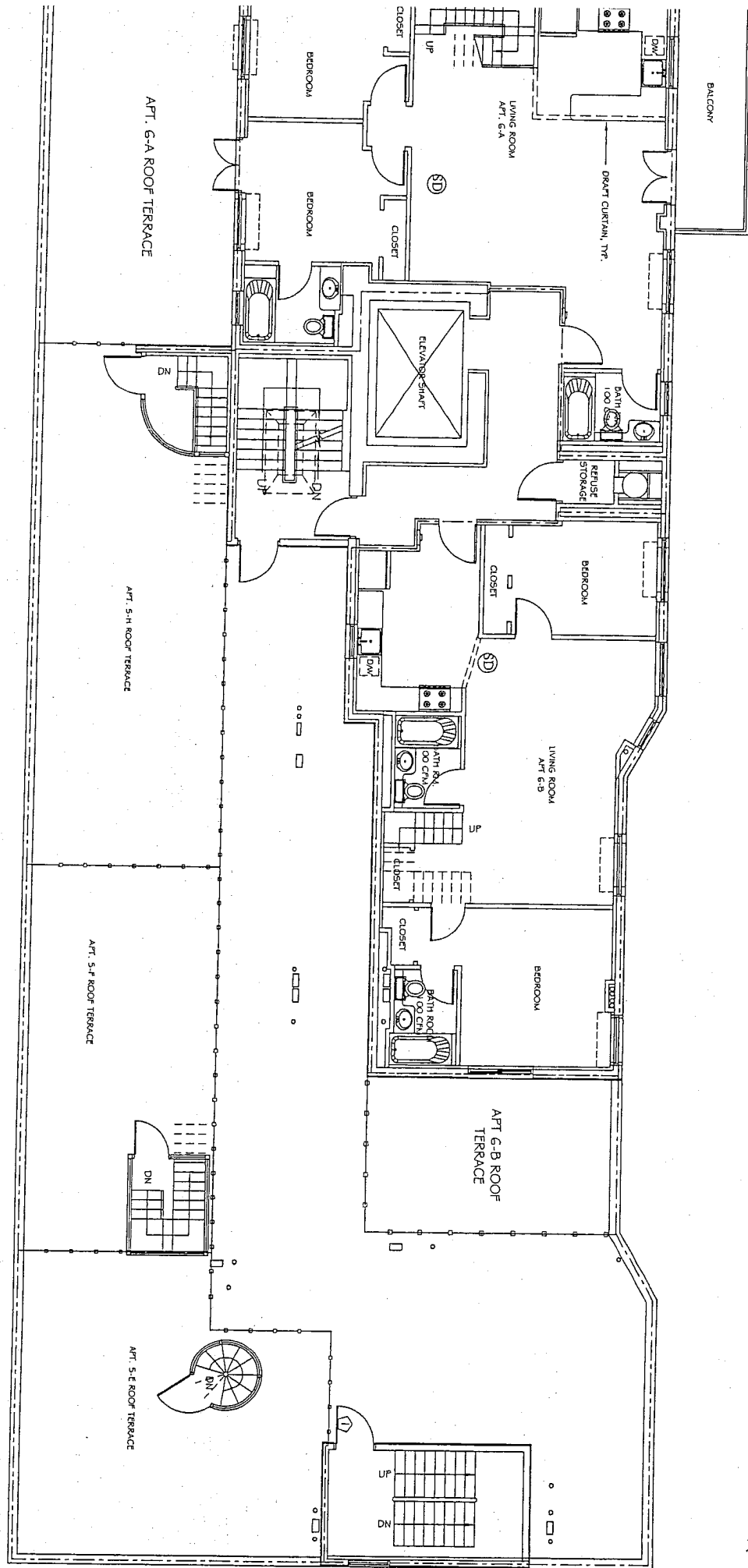


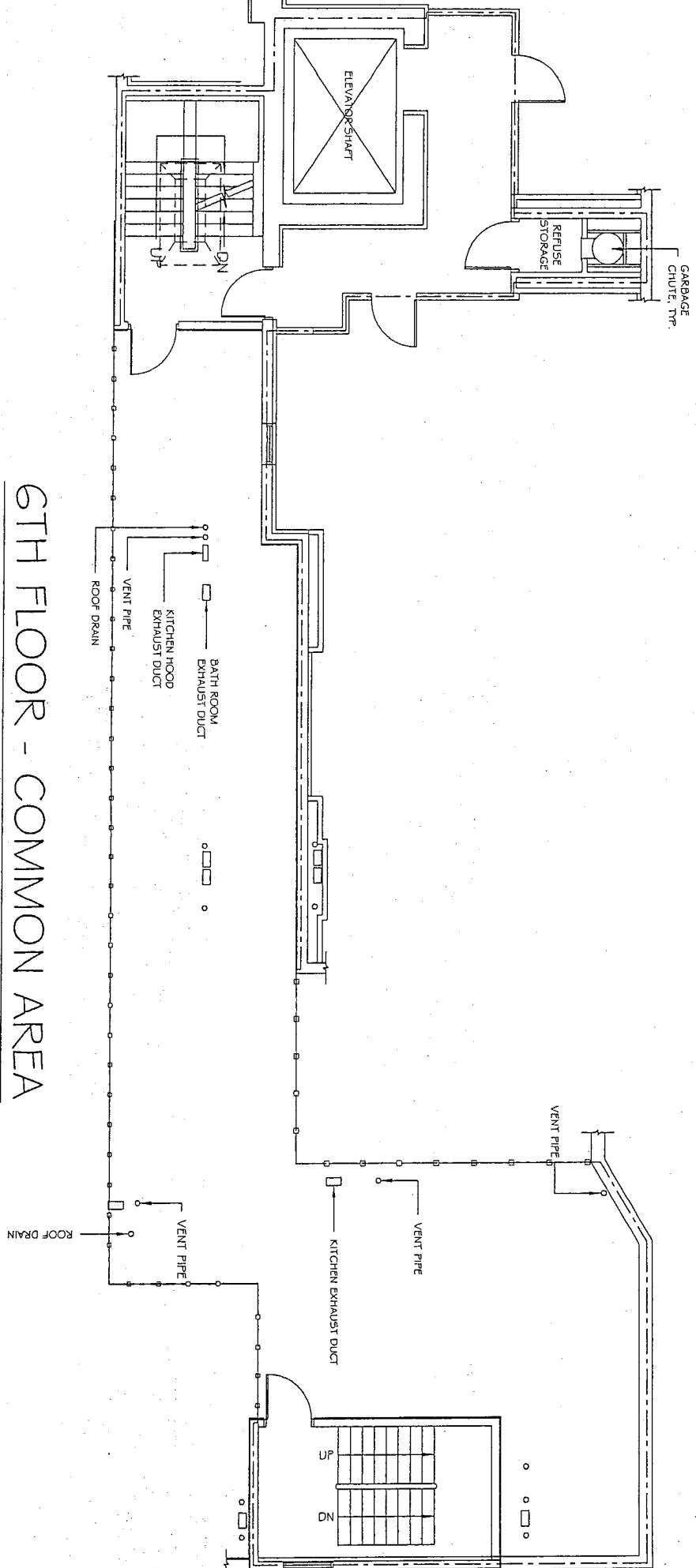
ROOF TERRACE

5TH FLOOR ROOF

APT. 5-H ROOF TERRACE: 624.3 SQFT

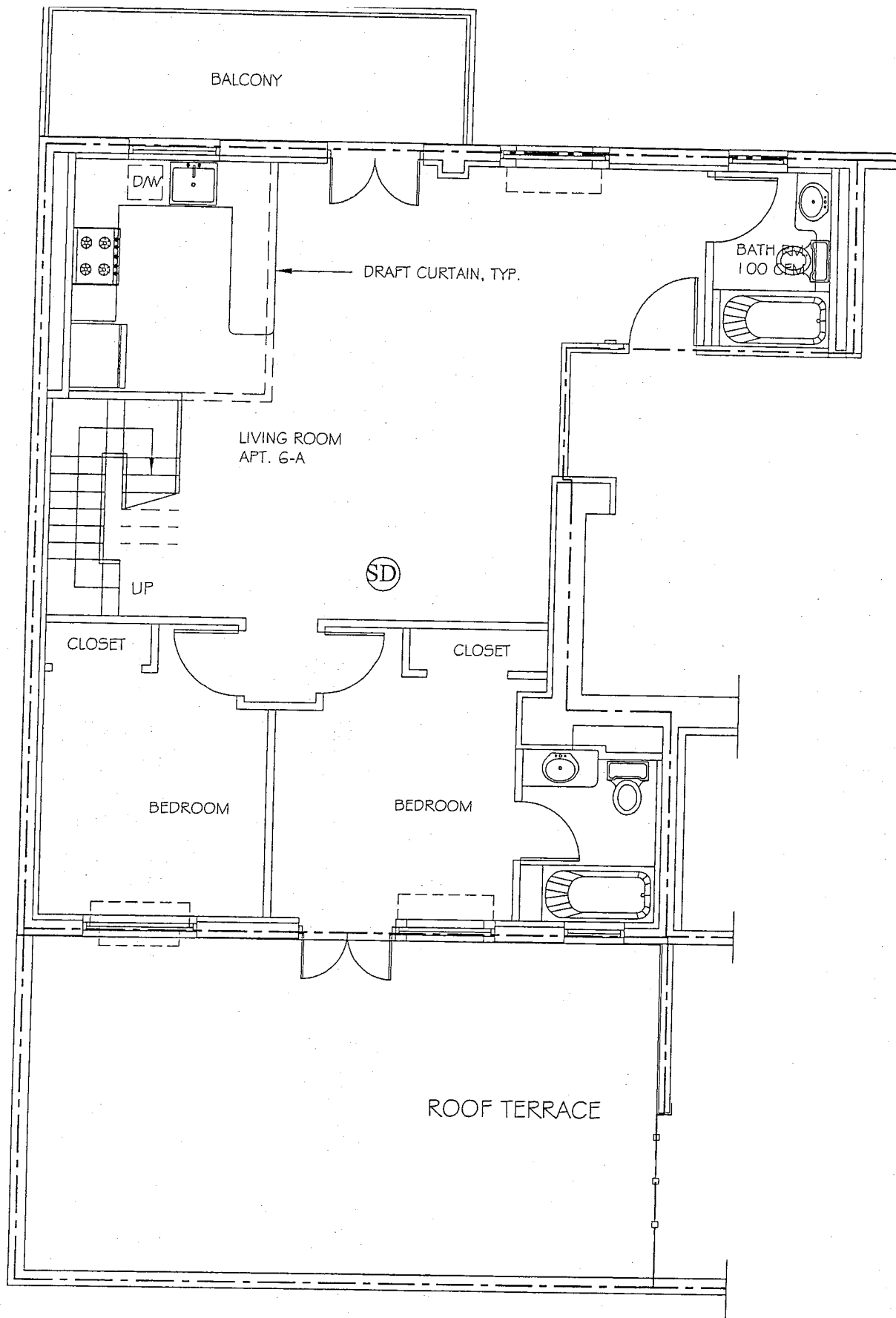
# IXTH FLOOR PLAN





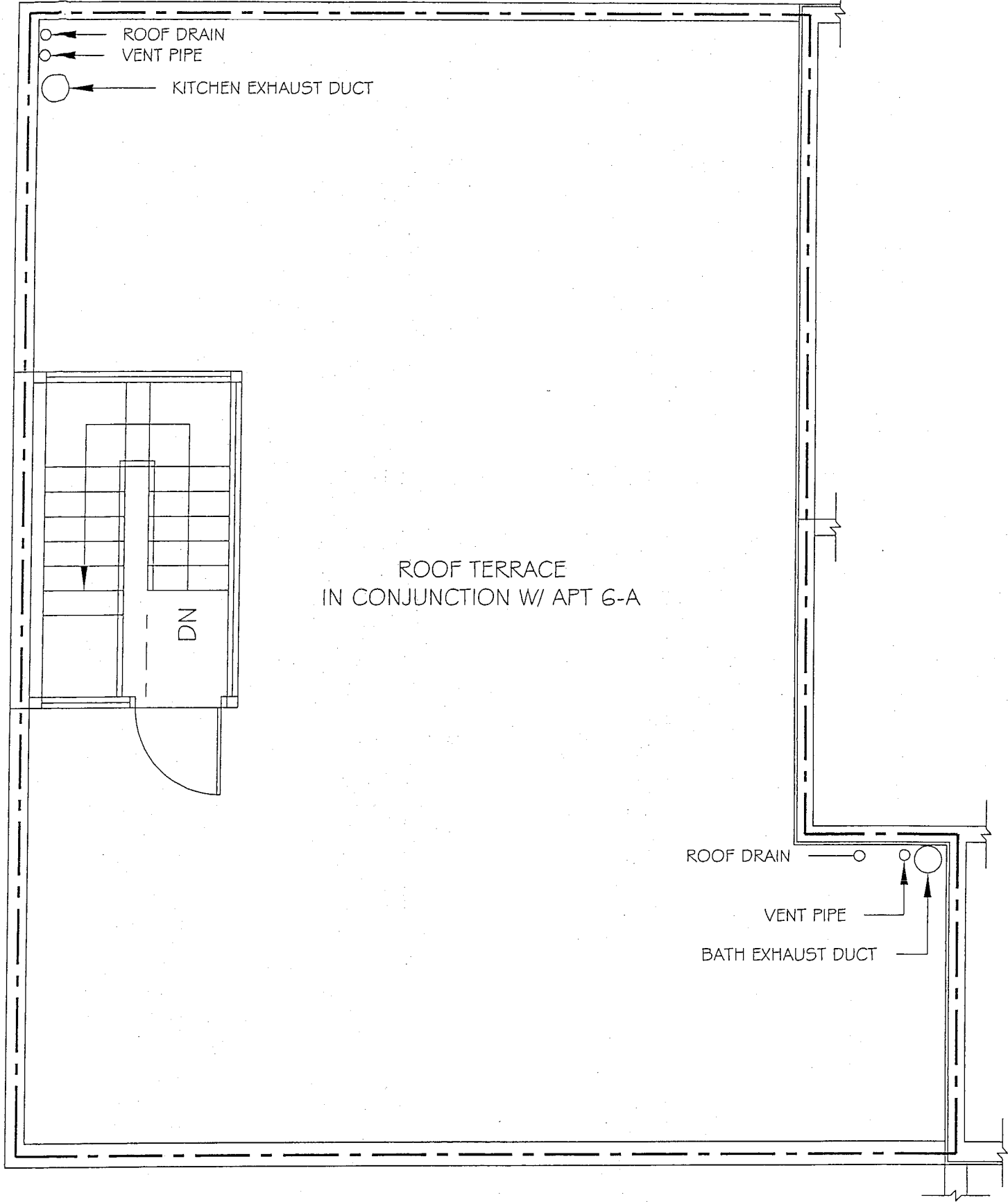
6TH FLOOR - COMMON AREA

1856.6 SQFT

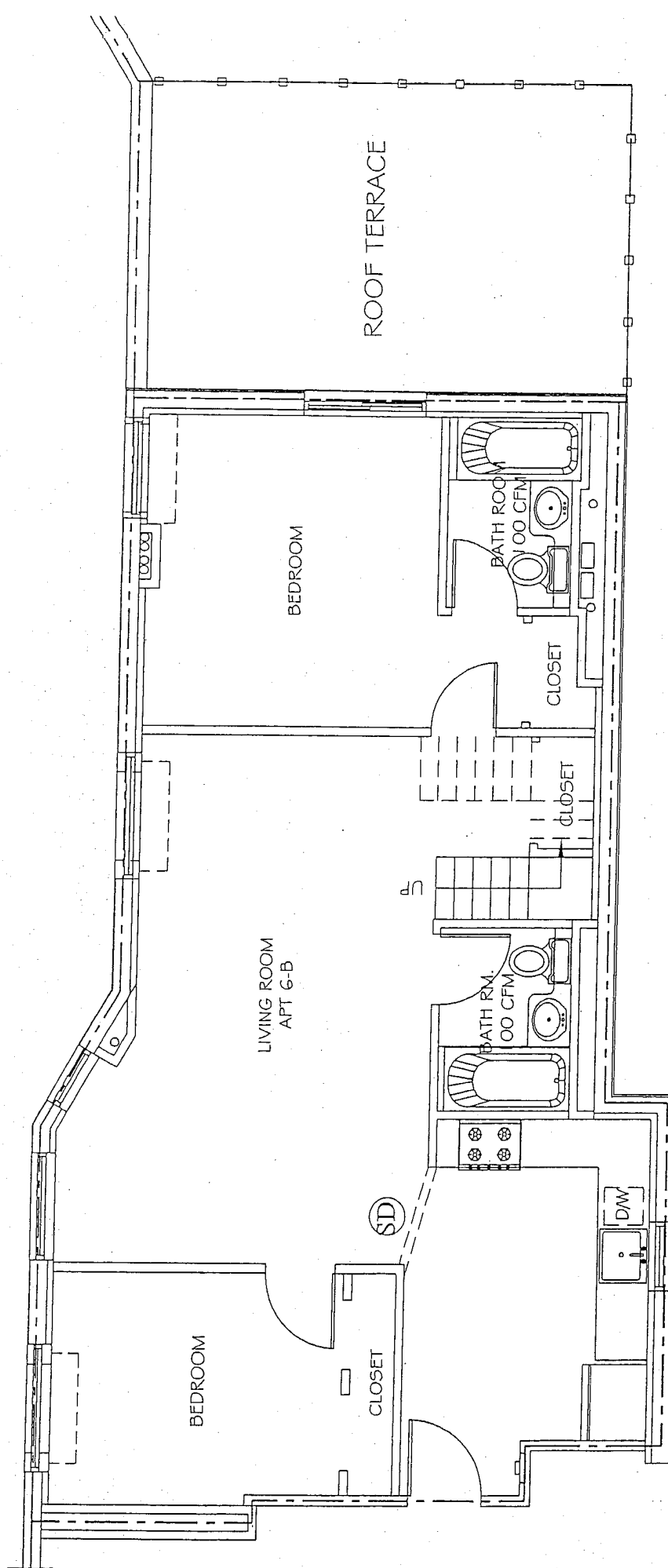


6TH FLOOR - APT. 6-A  
AREA - 983.2 SQFT  
BALCONY - 120.9 SQFT  
ROOF TERRACE: 443.7 SQFT





ROOF TERRACE - APT. 6-A  
878.8 SQFT

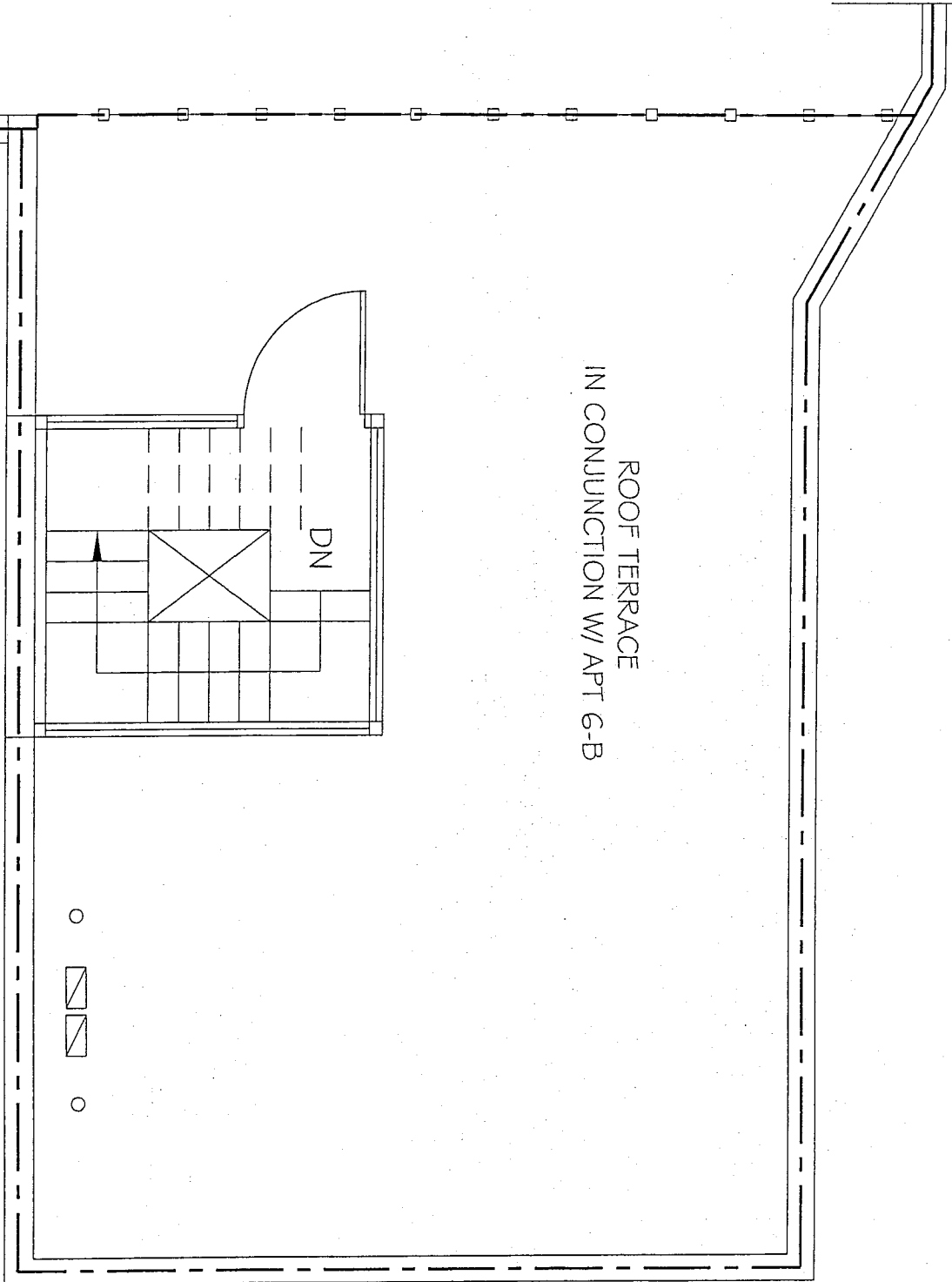


6TH FLOOR - APT. 6-B

AREA - 932.3 SQFT

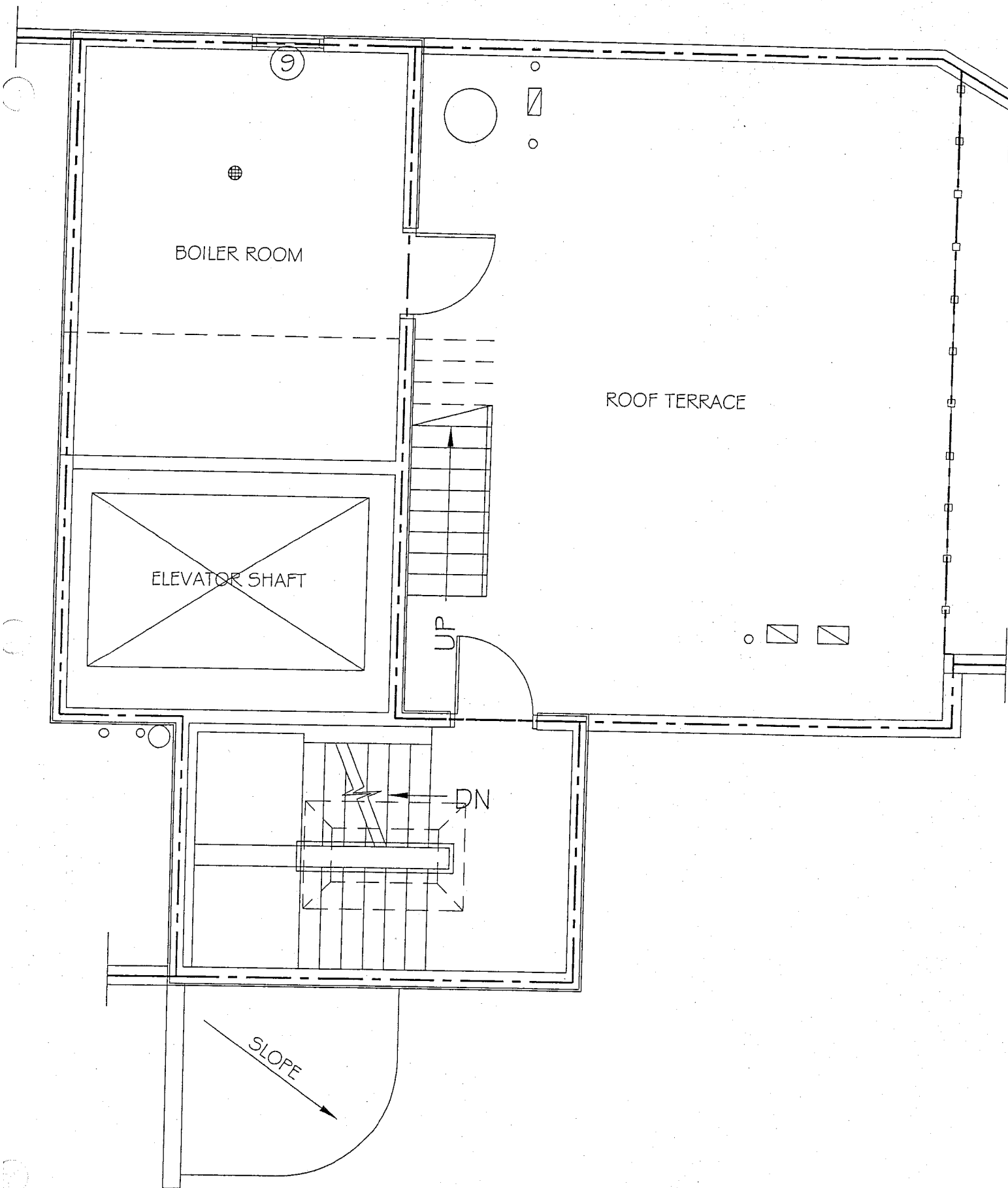
ROOF TERRACE: 247.7 SQFT

ROOF TERRACE  
IN CONJUNCTION W/ APT 6-B



ROOF TERRACE - APT. 6-B

554 SQFT



ROOF TERRACE - COMMON AREA  
970.57 SQFT

**THIS PAGE INTENTIONALLY LEFT BLANK**

## REAL PROPERTY LAW 339-kk

§ 339-kk. Rents. (a) For the purposes of this section, "non-occupying owner" shall mean a unit owner in a condominium association who does not occupy the dwelling unit.

(b) If a non-occupying owner rents any dwelling unit to a rental tenant and then fails to make payments due for common charges, assessments or late fees for such unit within sixty days of the expiration of any grace period after they are due, upon notice in accordance with subdivision (c) of this section, all rental payments from the tenant shall be directly payable to the condominium association.

(c) If the common charges, assessments or late fees due for any unit have not been paid in full, within sixty days after the expiration of any grace period of the earliest due date, the board of managers shall provide written notice to the tenant and the non-occupying owner providing that, commencing immediately and until such time as all payments for common charges, assessments or late fees are made current, all rental payments due subsequent to the issuance of such notice are to be made payable to the condominium association at the address listed on the notice. Where a majority of the board of managers has been elected by and from among the unit owners who are in occupancy, the board may elect not to require that rental payments be made payable to the condominium association. At such time as payments for common charges, assessments and late fees from the non-occupying owner are once again current, notice of such fact shall be given within three business days to the rental tenant and non-occupying owner. Thereafter all rental payments shall be made payable to the non-occupying owner or a designated agent. A non-occupying owner who disputes the association's claim to rental payments pursuant to this section shall be entitled to present facts supporting such owner's position at the next scheduled meeting of the board of managers, which must be held within thirty days of the date that such board receives notice that such owner seeks to dispute such claim.

(d) Nothing in this section shall limit any rights of unit owners or of the board of managers existing under any other law or agreement.

(e) Payment by a rental tenant to the condominium association made in connection with this section shall relieve that rental tenant from the obligation to pay such rent to the non-occupying owner and shall be an absolute defense in any non-payment proceeding commenced by such non-occupying owner against such tenant for such rent.

**THIS PAGE INTENTIONALLY LEFT BLANK**

#### **§777-a. HOUSING MERCHANT IMPLIED WARRANTY**

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

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

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

- a. any defect that does not constitute (i) defective workmanship by the builder or by an agent, employee or subcontractor of the builder, (ii) defective materials supplied by the builder or by an agent, employee or subcontractor of the builder, or (iii) defective design provided by a design professional retained exclusively by the builder; or
- b. any patent defect which an examination ought in the circumstances to have revealed, when the buyer before taking title or accepting construction as complete has examined the home as fully as the buyer desired, or has refused to examine the home.

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

4.
  - a. Written notice of a warranty claim for breach of a housing merchant implied warranty must be received by the builder prior to the commencement of any action under paragraph b of this subdivision and no later than thirty days after the expiration of the applicable warranty period, as described in subdivision one of this section. The owner and occupant of the home shall afford the builder reasonable opportunity to inspect, test and repair the portion of the home to which the warranty claim relates.
  - b. An action for damages or other relief caused by the breach of a housing merchant implied warranty may be commenced prior to the expiration of one year after the applicable warranty period, as described in subdivision one of this section, or within four years after the warranty date, whichever is later. In addition to the foregoing, if the builder makes repairs in response to a warranty claim under paragraph a of this subdivision, an action with respect to such claim may be commenced within one year after the last date on which such repairs are performed. The measure of damages shall be the reasonable cost of repair or replacement and property damage to the home proximately caused by the breach of warranty, not to exceed the replacement cost of the home exclusive of the value of the land, unless the court finds that, under the circumstances, the diminution in value of the home caused by the defect is a more equitable measure of damages.
  - c. In addition to any other period for the commencement of an action permitted by law, an action for contribution or indemnification may be commenced at any time prior to the expiration of one year after the entry of judgment in an action for damages under paragraph b of this subdivision.

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

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



**THIS PAGE INTENTIONALLY LEFT BLANK**

## ESCROW AGREEMENT

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ BETWEEN EAST SOHO CORP., ("SPONSOR") as sponsor of the offering plan and THOMAS E. BERINATO, ("ESCROW AGENT") as escrow agent.

WHEREAS, East Soho Corp. is the sponsor of an offering plan to convert to Cooperative/Condominium ownership the premises located at 78 Ridge Street, New York, New York; and

WHEREAS, THOMAS E. BERINATO is authorized to act as an escrow agent hereunder in accordance with General Business Law ("GBL") Section 352-3(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 with ESCROW AGENT for the purpose of holding deposits or payments made by Purchasers [or subscribers]. The escrow account has been opened with JP Morgan Chase Bank at its branch located at 81-15 Leffert Boulevard, Kew Gardens, New York 11415. The account number is \_\_\_\_\_.

1.2 The name of the account is THOMAS E. BERINATO, ESCROW ACCOUNT, THE RIVER RIDGE CONDOMINIUM.

1.3 The partners of ESCROW AGENT are the sole signatories on the account.

1.4 The escrow account shall be an interest-bearing account as disclosed in the offering plan.

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, or endorsed by the purchaser to the order of "THOMAS E. BERINATO, THE RIVER RIDGE CONDOMINIUM ESCROW ACCOUNT". Any instrument payable or endorsed other than as required hereby, and which cannot be

deposited into such escrow account, shall be returned to the prospective purchaser or subscriber promptly, but in no event more than five (5) business days following receipt of such instrument by ESCROW AGENT.\* In the event of such return of funds the installment 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 in the bank indicated in the offering plan, 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 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 subscriber or purchaser. ESCROW AGENT may note on each check that its tenant does not constitute an acceptance of the purchase agreement by the SPONSOR or ESCROW AGENT.

### 3. RELEASE OF FUNDS.

3.1 ESCROW AGENT shall not release the escrowed funds of a defaulting purchaser until after consummation of the plan as defined in the Attorney General's regulations. Consummation of the plan shall not relieve SPONSOR of its fiduciary obligations pursuant to GBL Section 352-h.

3.2 ESCROW AGENT shall continue to hold the funds in escrow until otherwise directed in (a) a writing signed by both sponsor and purchaser or (b) a determination of the Attorney General or (c) a judgment or order of a court of competent jurisdiction or (d) until released pursuant to the regulations of the Attorney General pertaining to release of escrowed funds. Escrow Agent shall be entitled to rely upon any judgment, certificate, demand or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any facts stated therein, the propriety or validity thereof, or the jurisdiction of the Court issuing any such judgment. ESCROW AGENT may act in reliance upon any instrument or signature believed to be genuine or duly authorized, and advice of counsel in reference to matter or matters connected therewith.

3.3 If there is no written agreement between the parties to release the escrowed funds, ESCROW AGENT shall not pay the funds to SPONSOR until ESCROW AGENT has given the purchaser written notice of not fewer than ten (10) business days. Thereafter, the funds may be paid to SPONSOR unless the purchaser has made 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.

---

\*Escrow Agent may also return such instrument if it is not accompanied by a completed, executed W-9 Form ("Request for Taxpayer Identification Number and Certification Form").

3.4 SPONSOR shall not object to the release of the escrowed funds to (a) a purchaser who timely rescinds in accordance with an offer of rescission contained in the plan or an amendment to the plan or (b) all purchasers after an amendment abandoning the plan is accepted for filing by the Department of Law.

4. RECORDKEEPING.

4.1 ESCROW AGENT shall maintain all records concerning the escrow account for seven years after release of the 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 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.

6.3 The ESCROW AGENT shall not be liable for any error in judgment or for any act done or step taken or omitted in good faith, or for any mistake of fact or law, except for ESCROW AGENT'S own gross negligence or willful misconduct. Upon release of the funds pursuant to the terms of the regulations of the Department of Law, the ESCROW AGENT shall be fully released from all liability and obligations with respect to the funds.

6.4 SPONSOR acknowledges that the ESCROW AGENT is acting solely as a stakeholder at the SPONSOR'S request and for their convenience, that ESCROW AGENT shall not be deemed to be the agent of either of the parties to the Purchase Agreement, and that ESCROW AGENT shall not be liable to the Sponsor for any act or omission on its part unless taken or

suffered in bad faith, in willful disregard of this Agreement or involving gross negligence. SPONSOR' shall indemnify and hold ESCROW AGENT harmless from and against all costs, claims and expenses, including reasonable attorney' fees, incurred in connection with the performance of ESCROW AGENT'S duties hereunder, except with respect to actions or omissions taken or suffered by ESCROW AGENT in bad faith, in willful disregard of this Agreement or involving gross negligence an the part of ESCROW AGENT. This indemnity shall survive Closing.

7. TERMINATION OF AGREEMENT.

7.1 This Agreement shall remain in effect unless and until it is cancelled, by either:

(a) Written notice given by SPONSOR to ESCROW AGENT of cancellation of designation of ESCROW AGENT to act in said capacity which cancellation shall take effect only upon the filing of an amendment with the Department of Law providing for a successor ESCROW AGENT; or

(b) The resignation of ESCROW AGENT upon giving notice to SPONSOR of its desire to so resign, which resignation shall take effect only upon the filing of an amendment with the Department of Law providing for a successor ESCROW AGENT; or

(c) All units offered pursuant to the 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 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, Is compensation shall not be paid from escrowed principal nor from any interest accruing thereon and that compensation to ESCROW AGENT if any, shall not be deducted from escrowed funds by any financial institution under any circumstance. SPONSOR shall reimburse the ESCROW AGENT for all disbursements

and compensation shall be paid to the ESCROW AGENT at its standard hourly rates for the maintenance and operation of the required escrow account by the SPONSOR.

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.

The undersigned consents to the inclusion of a copy of the executed Escrow Agreement in a duly filed amendment to the offering plan.

ESCROW AGENT

By: \_\_\_\_\_  
THOMAS E. BERINATO, ESQ.

SPONSOR

EAST SOHO CORP.

By: \_\_\_\_\_  
PHILLIP CHONG, President

**THIS PAGE INTENTIONALLY LEFT BLANK**

APPLICATION TO THE ATTORNEY GENERAL  
FOR A DETERMINATION ON THE DISPOSITION OF DOWNPAYMENTS

{ Send this application to the reviewing attorney assigned to the subject plan. }

Re: \_\_\_\_\_

Address of Building or

Name of project

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) 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 unlawful business practices. I also understand that if I have any questions concerning my legal rights or responsibilities I may contact a private attorney. The above application is true and accurate to the best of my knowledge. False statements made herein are punishable as a Class A Misdemeanor under Section 175.30 and/or Section 210.45 of the Penal Law.

**Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name (Printed):** \_\_\_\_\_

**Telephone:** (Home) \_\_\_\_\_ (Business) \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

DECLARATION OF CONDOMINIUM  
DECLARATION

ESTABLISHING A PLAN OF CONDOMINIUM OWNERSHIP FOR PREMISES  
LOCATED AT

78 Ridge Street, New York, New York,  
BOROUGH OF NEW YORK, NEW YORK COUNTY, CITY OF NEW YORK,

THE LAND AFFECTED BY THE WITHIN INSTRUMENT LIES IN  
BLOCK 343 LOT 42 K/N/A Lots 1001 to 1046 ON THE TAX MAP  
OF THE BOROUGH OF NEW YORK, NEW YORK COUNTY,  
CITY AND STATE OF NEW YORK

PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY LAW  
OF THE STATE OF NEW YORK.

NAME: THE RIVER RIDGE CONDOMINIUM

SPONSOR: EAST SOHO CORP.  
21 Howard Street 2d floor,  
New York, NY 10013

DATE OF DECLARATION: \_\_\_\_\_, 200\_\_

RECORD AND RETURN TO:  
THOMAS E. BERINATO  
123-40 83rd Avenue  
Suite 1D  
Kew Gardens, NY 11415

**THIS PAGE INTENTIONALLY LEFT BLANK**

EXHIBIT F  
PLAN OF CONDOMINIUM UNIT OWNERSHIP

DECLARATION OF THE RIVER RIDGE CONDOMINIUM  
PURSUANT TO ARTICLE 9-B OF THE  
REAL PROPERTY LAW OF THE STATE OF NEW YORK

In the City of New York, New York County and State of New York, on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, East Soho Corp. , a Corporation organized and existing under the laws of the State of New York, whose principal offices and domicile is situated at 21 Howard Street, 2d floor, New York, N.Y. 10013, hereinafter referred to as Sponsor represented in this Declaration by one of its General Partners, who is fully empowered and qualified to execute this Declaration on behalf of the Sponsor, does hereby declare:

1. Submission of Property.

Sponsor hereby submits the Property (a, defined in the Definitions set forth on Schedule B hereto) to the provisions of Article 9-B of the Real Property Law of the State of New York.

2. Area, Location and Description of Land.

The land (the Land) has an area of approximately 12,531.25 sq. ft. and consists of all that certain tract, plot, piece and parcel of land situated, lying and being in the Borough of Manhattan, New York County and City of New York, more particularly described in Schedule A annexed hereto and made a part hereof. The Land is owned by Sponsor in fee simple absolute.

3. Definitions.

A. The owner of each Unit is hereinafter referred to as a Unit Owner. Every Unit Owner shall be treated for all purposes as a single owner, irrespective of whether such ownership is joint, in common tenancy or by the entirety, and a majority vote of such owners shall be necessary to cast the Unit Owner's vote referred to in paragraph 14 of this Declaration.

B. A Unit as hereinafter referred to shall be defined as follows: Each Unit is measured from the inside face of stud or masonry Walls between Units, the inside face of all exterior walls, the inside face of stud or masonry of walls separating Units and Common Elements and the inside face of concrete slab or plywood of Unit floors and the inside face of joists of Unit's ceilings.

C. The Building as hereinafter referred to shall be defined as THE RIVER RIDGE CONDOMINIUM at 78 Ridge Street, New York, New York, which is on the north side of Delancey Street.

D. Condominium as hereinafter referred to shall mean THE RIVER RIDGE CONDOMINIUM which is composed of the Unit Owners.

E. Sponsor shall mean EAST SOHO CORP. , and its successors and assigns.

F. Sponsor-designee as hereinafter referred to shall mean any person or entity designated by Sponsor to acquire title to a Unit. Sponsor-designee shall have the right to designate a person or entity, whether related or unrelated to Sponsor, to succeed to their rights, and any such designee shall be deemed to be a Sponsor-designee.

G. All capitalized terms used in this Declaration that is not defined herein shall have the meanings as set forth in Schedule B.

#### 4. Description of Building and Units:

A. Sponsor is constructing a building upon the land, which will contain 26 residential units. The Building has a total height of 70 feet 2 inches. The average height of the floor to the ceiling of the six floors is 8 feet. All existing foundation and footings are poured reinforced concrete. The structural system is masonry bearing walls and wood floor joists.

B. Schedule C annexed hereto and made a part hereof sets forth the following data with respect to each Unit necessary for the proper identification thereof; Unit designation; the percentage of interest in the Common Elements tax lot number; approximate area without Limited Common

Elements; the number of rooms and appurtenant Limited Common Elements. The location of each Unit is more clearly designated in the Floor Plans, and reference should be made thereto for the statement of the location of each Unit.

5. Common Elements.

The Common Elements of the Condominium consist of the entire Property, including all parts of the Building and improvements thereon other than the Units, including without limitation:

(i) the land upon which the Buildings are located;

(ii) (a) All foundations, columns, girders, beams, supports, bearing walls, exterior walls and roofs, attics, concrete and masonry at the exterior face of the Building; (b) these portions of the walls and partitions dividing the Units from exterior walls, corridors, stairs or other Units located beyond the center line of partitions enclosing the Units; and (c) the concrete floor and beams, including any framing attached to the structure from which Drywall ceiling is attached on the first floor and basement floor, (d) these portions of the exterior walls including and beyond the Unit side of the concrete block walls at the exterior face of the Building; and (e) the concrete floor to and including the underside of the concrete floor to and including the foundation; roofs, corridors, halls, stairs and stairway areas; lobbies; the area designated as Superintendent's storage area; storage and utility areas; all portions of the basement which are not included within a particular Unit; laundry facilities not located within a Unit and entrances to and exits from the Building; all other areas of the first floor.

(iii) All central and appurtenant installations for services such as electricity, steam, gas, hot and cold water, telephone and refrigeration which are not included in a particular Unit;

(iv) Any tanks, pumps, motor, fans, compressors, ducts, sewer pipes and drainage pipes and all apparatus and installations existing for common use.

Notwithstanding the foregoing, the following Common Elements shall be deemed Limited Common Elements and the use thereof shall be restricted to specified Unit Owners as set forth herein, subject to the right of the Board of Managers to enter



upon the Limited Common Elements for maintenance, repair or improvement and to the rules and regulations of the Condominium:

Patios adjacent to, and with direct access from, the interior of a particular Unit as set forth on Schedule C hereto;

6. Use of Units.

Each of the Units may be used only for private residential use, except that a Unit Owner may use a portion of his Unit for any home occupation use, including as a professional office, provided that the nature and manner of such use complies with the Law and does not violate the then existing Certificate of Occupancy covering such Unit. Notwithstanding the foregoing, the Sponsor or its designee may, without the permission of the Board of Managers, retain ownership of one or more Units for use as models, sales and/or production offices in connection with the sale or rental of the Units.

7. Determination of Percentages in Common Elements.

The percentage of Common Interest allocated to each Unit is based upon appurtenant floor area.

8. Encroachments.

If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any encroachment shall occur hereafter as a result of (a) settling or shifting of the Building, or (b) alteration or repair to the Common Elements made by or with the consent of the Board of Managers or by the Sponsor or (c) as a result of original construction, or (d) as a result of repair or restoration of the Building or Unit after damage by fire or other casualty, or (e) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building shall stand.

9. Easements.

A. Each Unit Owner shall have an easement in common with the owners of all other Units to use, maintain, repair, alter

and replace all pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements (other than Limited Common Elements) located in any of the other Units or in the Common Elements and serving his Unit (including heat and hot water from the boiler). Each Unit shall be subject to an easement in favor of the Owners of all other Units to use, the pipes, wires, ducts, cables, conduits, public utility lines and other Common Elements serving such other Units and located in such Units. The Board of Managers shall have a right of access to each Unit and any Limited Common Elements appurtenant thereto to inspect the same, to remove violations therefrom and/or to maintain, repair or replace the Common Elements contained therein or elsewhere in a Unit or Building. 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.

B. The Sponsor and Sponsor-designees, their successors, assigns, invitees, licensees, contractors, employees and tenants, shall have an easement in, on, over and across the Property for ingress to and egress from all land areas of the Property and the use of said land areas (in common with Unit Owners) for any lawful purpose, including rehabilitation and sale of the Units, Building and Common Elements.

C. The Sponsor and Sponsor-designees, any partner of any entity affiliated directly or indirectly with Sponsor and their successors, assigns, invitees, licensees, contractors, employees and tenants (i) shall 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 the sale of Units and the leasing of space in any Unit as well as an easement in and access to Units and Common Elements consistent with the purposes of the Offering Plan, as same may be amended. and Sponsor's rights and obligations thereunder, including, without limitation, the right to develop, renovate, maintain, repair, refurbish, offer, sell and lease Units and Common Elements and (ii) reserve the right to establish, grant and create easements for any additional underground electric, transformer, amplifier, gas, cable television, telephone, water, storm drainage, sewer or other utility lines and appurtenances in, under and through the Property, if the Sponsor or Sponsor-designee shall deem it necessary or desirable for the proper operation and maintenance of the Property or any portion thereof, or for the general health or welfare of any Unit Owner provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of the Units for dwelling purposes. Any utility company or public benefit corporation furnishing services to the Property, and the employees and agents of any such company or corporation, shall have the right of access to any Unit, to the Common Elements or

the Limited Common Elements in furtherance of such easements, provided such right of access is exercised in such a manner as not unreasonably to interfere with the use of the Units.

D. No Unit shall have an easement for the use of any Limited Common Elements except the Unit to which such Limited Common Element is appurtenant.

E. The user of any easement granted by subparagraphs B, C and D of this paragraph 9 shall have the responsibility of repairing any damage resulting from such use. No fee or charge may be imposed by the Board of Managers for any easement granted herein.

10. Power of Attorney to Board of Managers.

Each Unit Owner shall grant to the persons who shall from time to time constitute the Board of Managers, an irrevocable power of attorney, coupled with an interest, to (i) acquire title to or lease any Unit whose owner desires to surrender, sell or lease the same, provided such sale or lease is to a non-Family Member or non-affiliate or which may be the subject of a foreclosure or other judicial sale in the name of the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, and to convey, sell, lease, mortgage (but not to vote the votes appurtenant thereto) or otherwise deal with any such Units so acquired or to sublease any Unit so leased by the Board of Managers or (ii) amend this Declaration as provided herein and in the By-Laws.

11. Acquisition of Units by Board of Managers.

In the event any Unit Owner shall surrender his Unit, together with: (i) the undivided interest in the Common Elements, general and limited, appurtenant thereto; (ii) the interest of such Unit owner in any other Units acquired by the Board of Managers or its designee 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 (hereinafter collectively called the Appurtenant Interests), pursuant to the provisions of Section 339-x of the Real Property Law of the State of New York, and (iv) the exclusive right to use the appurtenant Limited Common Element or in the event the Board of Managers shall purchase from any Unit Owner who has elected to sell the same, a Unit, together with the Appurtenant Interests and apportioned Limited Common Element, pursuant to Section 1 of Article VIII of the By-Laws, or in the event the Board of Managers shall purchase at a

foreclosure or other judicial sale, a Unit together with the Appurtenant Interests, title to any such Unit, together with the Appurtenant Interests, shall be held by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests. The lease covering any Unit leased by the Board of Managers, or its designees, corporate or otherwise, shall be held by the Board of Managers, or its designee, on behalf of all Unit Owners, in proportion to their respective Common Interests.

12. Person to Receive Service.

For the period during which Sponsor is in control of the Board of Managers, Thomas E. Berinato, Esq., 123-40, 83rd Avenue, Suite 1D, Kew Gardens, NY 11415, is hereby designated to receive notice of process in any action, which may be brought against the Condominium. After Sponsor relinquishes control of the Board of Managers, notice of process in any action, which may be brought against the Condominium shall be served on the person holding the office of President of the Board of Managers of the Condominium at the Office of the Condominium, located at 21 Howard Street, 2d floor, New York, N.Y. 10013.

13. Units Subject to Declaration, By-Laws and Rules and Regulations.

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

14. Amendment to Declaration.

This Declaration may be amended, modified, added to or deleted from by the vote of at least 66-2/3% in number and in

Common Interest of all Unit Owners cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, or in lieu of a meeting, any amendment may be approved in writing by 66-2/3% in number and in Common Interest of all Unit Owners, provided, however:

(a) No amendment, modification, addition or deletion which shall adversely affect the lien of any mortgage may be made without the written consent of the mortgages;

(b) No amendment which shall change the percentage of Common Interests allocated to any Unit or Units may be made without the written consent of such Owner(s); no amendment which shall increase the percentage of Common Interests allocated to any Unit or Units may be made without the written consent of the mortgagee(s) of such units or Units, if any;

(c) No amendment, modification, addition or deletion of or to this Declaration will be effective in any respect against Sponsor, any Sponsor-designee, or any partner of any entity affiliated directly or indirectly with Sponsor or any Unsold Unit, until Sponsor, Sponsor-designees, any partner of any entity affiliated directly or indirectly with Sponsor, shall consent thereto in writing; and

(d) The rights, benefits and exemptions of the Unsold Units may not be amended without the prior written consent of Sponsor.

Notwithstanding the foregoing, the Sponsor shall have and hereby reserves to itself and Sponsor-designee(s) the right to amend this Declaration at any time without the requirement of a vote and without the approval or consent of the Board of Managers or any Unit Owners or mortgages for the purposes of (i) filing the Floor Plans required by the New York Real Property Law Section 339-p for any portion or portions of the Building and appurtenances which are incomplete at the time the Declaration is recorded and the filing along with said amendment to the Declaration and the Plans, the verified statement of a registered architect or licensed professional engineer certifying that the Floor Plans being filed simultaneously with such amendment fully and fairly depict the layout, location, unit designations and approximate dimensions of the particular Unit or Units as built, as provided in said Section 339-p and (ii) filing amendments to Schedule C to the Declaration and the Floor Plans resulting from changes in Unsold Units pursuant to paragraph 15 below. Sponsor may require the Board of Managers to execute and record any such amendment to this Declaration (together with any such other

documents as may be required to effectuate such amendment) or may execute such amendment as attorney-in-fact for Unit Owners.

No such amendment shall be effective until recorded in the Register's Office of Queens County.

15. Changes in Unsold Units.

Except to the extent prohibited by law, Sponsor or Sponsor-designee or any partner of any entity affiliated directly or indirectly with Sponsor, shall have the right, without the vote, approval or consent of any Board, other Unit Owners or the Mortgage Representatives, if any, to: (a) make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon Units (Unsold Units) at the time owned by Sponsor or Sponsor-designee or any partner of any entity affiliated directly or indirectly with Sponsor; (b) change the use or layout of, or number of rooms in, any Unsold Units from time to time; (c) change the size and/or number of 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, altering the boundary walls between any Unsold Units, or otherwise, and (d) 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 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 reasonably consent thereto and, provided further, that Sponsor or its designee shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold each Board and all other Unit Owners harmless from any liability arising therefrom. The provisions of this Article 15 may not be added to, amended, modified or deleted without the prior written consent of Sponsor or its designee. By the written permission of the Board any other Unit owner may be given, with respect to such owner's Unit, the same rights as are set forth in this Article 15 with respect to Unsold Units. Notwithstanding the other provisions of this Article 15, no reapportionment of the interests in the Common Elements appurtenant to any Units shall be made by a Unit Owner other than Sponsor unless there is first delivered to the Board a written certification stating that the percentage interests of the respective Units in the Common Elements, immediately after such a reapportionment, will be in the approximate proportion which the fair value of each affected Unit bears to the aggregate fair value of all Units which are being reapportioned. The certification referred to in the preceding

sentence shall be delivered by either the Managing Agent or any other person reasonably acceptable to the Board.

16. Invalidity.

(a) If any provision of this Declaration or of the By-Laws is invalid under, or would cause this Declaration or the By-Laws to be insufficient to submit the Property to the provisions of the Condominium Act, such provision shall be deleted from this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act, but shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the land and with every part thereof and interest therein under the 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 or the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision that is necessary to cause this Declaration or the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from this Declaration or the By-Laws, then such provision shall be deemed included as a part of this Declaration or the By-Laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act.

(b) Subject to the terms of subparagraph (a) of this Article 16, if this Declaration or the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the provisions of this Declaration or the By-Laws shall nevertheless be valid and binding upon, and shall inure to the benefit of, the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration and the By-Laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land.

17. Termination of Condominium.

The Condominium may be terminated by casualty loss, condemnation or eminent domain, in accordance with the

provisions of the By-Laws, or by withdrawing the Property from the provisions of the New York Condominium Act if authorized by an affirmative vote of Unit Owners who own not less than eighty (80%) percent in number and in Common Interest of the Units. The written consent of the Mortgage Representatives, if any, shall be required before such vote is effective. Sponsor and Sponsor-designee will not vote its interests appurtenant to any Unsold Units for such withdrawal unless at least eighty (80%) percent in number and in Common Interest of all other Unit Owners have elected for such withdrawal, in which event Sponsor and Sponsor-designees may choose to vote in favor of or against such withdrawal. In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any unit owner or lien or as if owned in common, in which event the net proceeds of the sale shall be divided among all the 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 off out of his share of such net proceeds all liens on his Unit, in order of priority of such liens.

18. Administration.

The Condominium shall be managed and administered by a Board of Managers in accordance with this Declaration and the By-Laws, which are attached hereto as Schedule D and made a part hereof.

19. 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.

20. 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 thereof.

21. Gender.

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the



singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the parties have caused this Declaration to be executed by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

East Soho Corp.

By: \_\_\_\_\_  
Philip Chong, President

STATE OF NEW YORK ) ss.  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, in the year 200\_\_, before me the undersigned, personally appeared Phillip Chong, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(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

SCHEDULE B TO THE DECLARATION OF CONDOMINIUM  
OF THE PREMISES KNOWN AS  
THE RIVER RIDGE CONDOMINIUM  
78 Ridge Street, New York, New York

DEFINITIONS

B. CERTAIN DEFINITIONS

- Affiliate - An Affiliate of, or Affiliated with, a specified corporation or partnership, shall mean a corporation or partnership that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the corporation or partnership specified.
- Board of Managers - The governing board of the Condominium that represents the Unit Owners and manages the Condominium pursuant to the provisions of the By-Laws and of the Plan. The Board is composed of representatives elected by Unit Owners voting in accordance with their respective percentages of Common Interest.
- By-Laws - Refers to the By-Laws governing the operations of the Condominium, the form of which is set forth in Part II of the Plan.
- Common Interest - The proportionate, undivided interest in fee simple absolute as expressed in the Declaration.
- Condominium Act - Article 9-B, Section 339-d to Section 339-ii 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, the By-Laws and the Rules and Regulations.
- Declaration - The instrument creating the Condominium, as may be amended from time to time, by which the Property is submitted to

the provisions of the New York Condominium Act, the form of which is set forth in Part II of the Offering Plan.

Family Members                -     The spouse, children (natural and adopted), stepchildren, grandchildren, siblings, parents, parents-in-law, grandparents, great-grandparents and aunts, uncles, nieces and nephews of a Unit owner who reside in such Unit Owner's Unit.

Floor Plans                   -     The Floor Plans of the Units certified by Harry Hong, PE, and filed in the Register's Office simultaneously with the recording of the Declaration, together with any supplemental Floor Plans thereto.

Institutional Mortgage - Any first mortgage covering any Unit that is a Permitted Mortgage and the initial holder of which is either Sponsor or a Sponsor-designee or an institutional lender.

Law                                -     The laws and ordinances of any or all of the Federal, New York State, Borough of Queens and Queens 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.

Majority                         -     As may be specified herein or in the Declaration or by the By-Laws with respect to any matter or matters, a majority of Unit Owners means more than fifty percent in Common Interest in the aggregate. 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 such percentage in Common Interest in the aggregate.

- Managing Agent - Refers to Longines Realty, Inc., with an office at 185 Canal Street, Room 606, New York, NY 10013, their successors and assigns.
- Mortgage Representatives - The representatives of the holders of all mortgages encumbering Units, designated by the holders of Institutional Mortgages in accordance with the terms of paragraph (B) of Section 8.6 of the By-Laws.
- Offering Plan - The document, as may be amended from time to time, filed with the New York State Department of Law which describes the Property and pursuant to which individual Units in the Condominium are offered for sale.
- Permitted Mortgage - Any mortgage covering a Unit that is placed thereon in compliance with the terms contained in Article 8 of the By-Laws.
- Permitted Mortgages - Any holder of a Permitted Mortgage at the time in question.
- Power of Attorney - The document which is set forth in Part II of the Offering Plan, 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.
- Property - Includes the Land, and all improvements thereon, owned (subject to all covenants, easements and restrictions of

record) 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 Condominium Act.

Recording Officer and

Recording or Recorded- Shall have the meanings stated in Section 290 of the New York Real Property Law.

Rules and Regulations- The rules and regulations 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.

Sponsor - East Soho Corp. , a limited liability company formed under the Laws of the State of New York with an office at 21 Howard Street, New York, N.Y. 10013.

Sponsor-designee - Any Person designated by Sponsor to hold title to any Unsold 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.

**SCHEDULE D  
TO THE DECLARATION**

**BY-LAWS**

**INTENTIONALLY OMITTED  
(INCLUDED AS EXHIBIT  
TO THIS OFFERING PLAN)**

**THIS PAGE INTENTIONALLY LEFT BLANK**

**SCHEDULE C TO THE DECLARATION OF CONDOMINIUM  
OF THE PREMISES KNOWN AS**

**THE RIVER RIDGE CONDOMINIUM  
78 Ridge Street, New York, New York**

| Unit | Percentage<br>of Common<br>Interest | Number<br>of Rooms | Tax<br>Lot<br>Number | Approximate<br>Area Without<br>Limited Common<br>Elements | Common Elements<br>To Which Unit<br>Has Immediate<br>Access |
|------|-------------------------------------|--------------------|----------------------|-----------------------------------------------------------|-------------------------------------------------------------|
|------|-------------------------------------|--------------------|----------------------|-----------------------------------------------------------|-------------------------------------------------------------|



**THIS PAGE INTENTIONALLY LEFT BLANK**

EXHIBIT G

BY-LAWS  
OF  
THE CONDOMINIUM  
OF THE PREMISES KNOWN AS

THE RIVER RIDGE CONDOMINIUM  
78 Ridge Street, New York, New York

ARTICLE 1

GENERAL

Section 1.1 Purpose. The purpose of these By-Laws is to set forth the rules and procedures concerning the conduct of the affairs of the Condominium. The Condominium covers the Property, which consists of: (i) the Land, which lies in Block 343, Lot 42 as shown on the Tax Map of the Borough of New York, New York County, City and State of New York; (ii) the Building, which includes, without limitation, the Units and the Common Elements; (iii) all easements, rights and appurtenances belonging thereto; and (iv) all other property, real, personal, or mixed, intended for use in connection therewith. The Property has been submitted to the provisions of Article 9B of the New York Real Property Law, as amended, commonly known as the New York Condominium Act by the recording of the Declaration in the Register's Office, of which Declaration these By-Laws form a part.

Section 1.2 Definitions. All capitalized terms used in these By-Laws that are not otherwise defined in any of the Articles hereof shall have the meanings set forth in the Declaration and Schedule B thereto, unless the context in which the same are used shall otherwise require. All capitalized terms used in these By-Laws that are defined in any of the Articles hereof shall have the meanings ascribed to them in such Articles, unless the context in which the same are used shall otherwise require. Each of the aforescribed capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

Section 1.3 Applicability Of By-Laws. These By-Laws are applicable to the Property and to the use and occupancy thereof.

Section 1-4     Application of By-Laws. All present and future Unit Owners, Mortgagees, lessees sublessees and occupants of Units, and employees and guests of Unit Owners, as well as all other Persons who may use the Property, are and shall be subject to the Declaration, these By-Laws and the Rules and Regulations, as each of the same may be amended from time to time. The acceptance of a deed or other instrument of conveyance, or the succeeding to title to, or the execution of a lease or sublease for, or the act of occupancy of, a Unit shall constitute an agreement that the provisions of the Declaration, these By-Laws and the Rules and Regulations, as each of the same may be amended from time to time, are accepted, ratified and will be complied with.

Section 1.5     Principal Office of the Condominium. The principal Office of the Condominium shall be located either at the Property or at such other place in the Borough of New York reasonably convenient thereto as may be designated from time to time by the Board of Managers.

## ARTICLE 2

### BOARD OF MANAGERS

Section 2.1     General. As more particularly set forth in Sections 2.4, 2.5 and 2.6 hereof, the affairs of the Condominium shall be governed by the Board of Managers. In exercising its powers and performing its duties under the Declaration and these By-Laws, the Board of Managers shall act as, and shall be, the agent of the Unit owners, subject to, and in accordance with, the terms of the Declaration and these By-Laws.

Section 2.2     Status of the Board of Managers. Unless and until the Board of Managers shall incorporate in accordance with the terms of Section 2.4 hereof, the Board of Managers shall have, to the extent permitted by Law, the status conferred upon unincorporated associations under, or pursuant to, the terms of the General Association Law of the State of New York. If the Board of Managers shall incorporate in accordance with the terms of Section 2.4 hereof, the Board of Managers shall have, to the extent permitted by Law, the status conferred upon it under, or pursuant to, the terms of the applicable statutes of the State of New York. In either event, however, the Board of Managers shall also have the status conferred upon it under, or pursuant to, the terms of the Condominium Act.

Section 2.3     Principal office of the Board of Managers.     The principal office of the Board of Managers shall be located either at 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 Board of Managers.

Section 2.4     Powers and Duties of the Board of Managers.

(A) The Board of Managers shall have all of the powers and duties necessary for, or incidental to, the administration of the affairs of the Condominium, provided, however, that the Board of Managers shall not have such powers and duties that by Law, or pursuant to the terms of the Declaration and these By-Laws, may not be delegated to the Board of Managers by the Unit Owners. Without intention to limit the generality of the foregoing in any respect, the Condominium shall have the following specific powers and duties:

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

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

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

(iv) to prepare and adopt a budget for the Condominium for each fiscal year thereof, setting forth,

without limitation: (a) a detailed accounting of the anticipated Common Expenses for the ensuing fiscal year and (b) a detailed projection of all sources and amounts of income necessary to discharge the same;

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

(vi) to borrow money on behalf of the Condominium when required in connection with the operation, maintenance repair, restoration, improvement, alteration and replacement of the Common Elements, provided, however, that: (a) the affirmative consent of at least two-thirds of the members of the Board of Managers shall be required for the borrowing of any sum in excess of \$7,500.00 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years); (b) the affirmative consent of at least two-thirds, both in number and in aggregate Common Interests, of all Unit Owners shall be required for the borrowing of any sum in excess of \$50,000.00 in any one fiscal year regardless of the balance of any loans outstanding from previous fiscal years); (c) no lien to secure repayment of any sum borrowed may be created on any Unit or its Appurtenant Interests without the consent of such Unit Owner; and (d) the documentation executed in connection with any such borrowing shall provide that, if any sum borrowed by the Board of Managers pursuant to this subparagraph (vi) shall not be repaid by the Board of Managers, any Unit Owner who pays to the creditor thereunder such proportion of the then outstanding indebtedness represented or secured thereby as such Unit Owner's Common Interest bears to the aggregate Common Interests of all Unit Owners shall be entitled to obtain from the creditor a release of any judgment or other lien that the said creditor shall have filed, or shall have the right to file, against such Unit Owner's Unit;

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

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

improvements to the Common Elements; to accumulate funds for use as a reserve fund for capital replacements or other purposes;

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

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

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

(xii) to obtain and keep in force officers' and Board of Managers Members' liability insurance, in amounts deemed appropriate by the Board of Managers, but in no event less than \$1,000,000, for all members of the Board of Managers and all officers of the Condominium and the premiums on all such insurance shall constitute a part of the Common Expenses;

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

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

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

(xvi) to sell, lease, mortgage and otherwise deal with Units acquired by, and to sublease Units leased by, the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, provided, however, that the Board of Managers or its designees shall in no event be entitled to vote the votes appurtenant to any such Unit;

(xvii) to adopt and amend the Rules and Regulations and to levy and collect fines against Unit Owners excluding Sponsor and any Sponsor-designee and any partner of any entity affiliated directly or indirectly with Sponsor for violation of the same (no fine may exceed \$25.00 for any one violation, but, for each day a violation continues after notice, it shall be considered a separate violation);

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

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

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

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

the Property that the Board of Managers deems necessary or appropriate;

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

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

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

Section 2.5 Certain Limitations on the Powers of the Board of Managers. Notwithstanding anything to the contrary contained in these By-Laws, until Sponsor or Sponsor-designees convey title to all Units, but in no event later than five (5) years after the date of the First Unit Closing, Sponsor has the right to veto any action of the Board of Managers to (i) make any addition, alteration, improvement or change in or to the Common Elements, any Unit or the Building, (ii) assess any Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund, (iii) hire or replace any employee, (iv) enter into any service or maintenance contract. (v) borrow money on behalf of the Condominium, (vi) add to, delete from, modify or amend the Declaration, By-Laws or Rules and Regulations of the Condominium, or (vii) exercise a right of first refusal to lease or purchase a Unit so long as such lease or purchase is to a non-family Member or non-Affiliate; provided, however, that Sponsor may not veto any action described in items (i) through (vii) above if (x) such action is necessary to enable the Board of Managers or Unit Owner to comply with laws, rules or regulations of any governmental authority having jurisdiction over the Condominium and (y) no other alternative is available after a discussion of the alternatives were considered at a meeting in which Sponsor was present, and further provided that Sponsor's veto is delivered by written notice within ten (10) days after Sponsor has notice of the proposed action.



Section 2.6      Exercise and Delegation of Powers and Duties.

(A) Any act within the power of the Board of Managers to perform, and deemed necessary or desirable to be performed by the Board of Managers, shall be performed by the Board of Managers or shall be performed on its behalf and at its direction by the agents, employees or designees of the Board of Managers.

(b) The Board of Managers may appoint an Executive Committee by duly adopted resolution, which Executive Committee shall have, and may exercise, all of the powers of the Board of Managers, subject to both the exceptions and limitations contained in paragraph (D) of this Section 2.6 and such additional exceptions and limitations as the Board of Managers may from time to time deem appropriate, during the intervals between the meetings of the Board of Managers. In addition, the Board of Managers may from time to time appoint, by duly adopted resolutions, such other committees as the Board of Managers may deem appropriate to perform such duties and services as the Board of Managers shall direct, each of which committees shall have, and may exercise, all of the powers delegated to it in its enabling resolution, subject, however, to the exceptions and limitations contained in paragraph (D) of this Section 2.6. The Executive Committee and each other committee shall consist of three or more members of the Board of Managers, at least one of whom shall be a member designated by Sponsor for so long as Sponsor shall have the right to designate or elect one or more members of the Board of Managers.

(C) The Board of Managers may employ a Managing Agent to serve at a compensation to be established by the Board of Managers and to perform such duties and services as the Board of Managers shall direct. Subject to the exceptions and limitations contained in paragraph (D) of this Section 2.6, the Board of Managers may delegate to the Managing Agent any of the powers granted to the Board of Managers in these By-Laws.

(D) Notwithstanding anything to the contrary contained in this Section 2.6, the Executive Committee and the Managing Agent shall neither have nor be entitled to exercise, and the Board of Managers shall not delegate to either of them or to any other committee, the powers or duties described in subparagraphs (ii), (iv), (v), (vi), (vii), (x), (xiii), (xiv), (xv), (xvi), (xvii), (xix), (xx), (xxi) and (xxii) of paragraph (A) of Section 2.4 hereof. In addition, neither the Managing Agent nor any of the committees described in Subsection (B) of this Section 2.6 shall have, or be entitled

to exercise, any of the powers of the Board of Managers, except to the extent permitted by Law.

Section 2.7 Number, Election and Qualification of Members. Until the first annual meeting of the Unit Owners held pursuant to the terms of Section 4.1 hereof, the Board of Managers shall consist of three individuals to be designated from time to time by Sponsor. From and after the first annual meeting of the Unit Owners, the Board of Managers shall consist of five individuals, four of whom are to be elected by the Unit Owners or designated by Sponsor or its designee pursuant to the terms of Section 4.9 hereof, and one member shall be designated by Sponsor and Sponsor-designees at such meeting, if Sponsor so chooses. Upon the earlier of the two year period or the period when more than 50% of the units are sold, a majority of the board of managers must be owner occupants, or members of an owner occupant's household, who are unrelated to the Sponsor or its principals. The number of members of the Board of Managers may not be increased without the consent of Sponsor or Sponsor-designees as owners of Unsold Units for so long as there remains two Unsold Units. Except for members designated by Sponsor or its designee pursuant to the terms of this Section 2.7 or of Section 2.10 or Section 4.9 hereof, all members of the Board of Managers shall be either: (i) individual Unit Owners; (ii) individual Permitted Mortgagees (iii) officers, directors, shareholders, partners, principals, employees, or beneficiaries of corporations, partnerships, fiduciaries or any other entities that are Unit Owners or Permitted Mortgagees; or (iv) adult Family Members of any of the foregoing. However, no Unit Owner may be elected to serve on the Board of Managers if the Board of Managers has perfected a lien against such Unit Owner's Unit and the amount necessary to release such lien has not been paid at the time of such election. Other than members designated by Sponsor and Sponsor-designees. no member shall continue to serve on the Board of Managers after he or she ceases to be a Unit Owner or an interested party in a Unit Owner, as specified above.

Section 2.8 Term of Office of Members. The term of office of the three members of the Board of Managers prior to the first annual meeting of the Unit Owners shall expire when the five individuals to be elected or designated at such meeting are so elected or designated and qualified. The term of office of each of the five individuals elected or designated and qualified at the first annual meeting of the Unit Owners shall be for a period of one year. Notwithstanding anything to the contrary contained in this Section 2.8. however, each member of the Board of Managers shall serve until his or her successor shall be elected or designated and qualified. There shall be no limit on the number of terms of office, successive

or otherwise, that a member of the Board of Managers may serve.

Section 2.9      Removal and Resignation of Members.

(A) Any member of the Board of Managers who was elected thereto either by the Unit Owners, pursuant to the terms of Section 4.9 hereof, or by the Board of Managers, pursuant to the terms of Section 2.10 hereof, may be removed from office, with or without cause, by a vote of a Majority in Common Interest of Unit Owners. Any member of the Board of Managers who was designated as such by Sponsor or its designee, pursuant to the terms of Section 2.7, 2.10, or 4.9 hereof, may be removed, with or without cause, only by Sponsor and Sponsor-designees, by giving written notice thereof to the Board of Managers. Any member of the Board of Managers whose proposed removal is to be acted upon at a meeting of the Unit Owners shall be given prior written notice thereof and an opportunity to be present and heard thereat.

(B) Any member of the Board of Managers may resign his or her membership at any time by giving written notice thereof to the Board of Managers and, with respect to any member of the Board of Managers designated as such by Sponsor and Sponsor-designees, to Sponsor and Sponsor-designees. In addition, any member of the Board of Managers who shall cease to be qualified for membership pursuant to the terms of Section 2.7 hereof shall be deemed to have resigned his or her membership effective as of the date upon which such qualification shall cease.

Section 2.10      Vacancies.

(A) Any vacancy on the Board of Managers that is caused by the removal, resignation, or death of a member who was elected thereto by the Unit Owners shall be filled by an individual who is qualified to be a member pursuant to the terms of Section 2.7 hereof and who is elected by a vote of the majority of the members of the Board of Managers then in office. A special meeting of the Board of Managers shall be held for the purpose of filling any such vacancy promptly after the occurrence thereof, and the election held thereat shall be effective to fill such vacancy even if the number of members present at such meeting shall not constitute a quorum.

(B) Any vacancy on the Board of Managers that is caused by the removal, resignation, or death of a member who was designated as such by Sponsor and Sponsor-designees shall be

filled by an individual designated by Sponsor and Sponsor-designees.

(C) Each member of the Board of Managers who is elected thereto or designated as such to fill a vacancy pursuant to the terms of paragraph (A) or (B), respectively, of this Section 2.10 shall serve as a member of the Board of Managers for the remainder of the term of the member he or she replaced subject to the provisions of Section 2.2 hereof, and until his or her successor shall be elected or designated and qualified at the appropriate annual meeting of the Unit Owners pursuant to the terms of Section 4.9 hereof.

Section 2.11 Organizational Meeting of the Board of Managers. The first meeting of the Board of Managers following each annual meeting of the Unit Owners shall be held within ten days of such annual meeting, at such time and place in Kings County as shall be both fixed informally by a majority of the members of the Board of Managers and designated in a written notice given to all members thereof by personal delivery, mail, or telegram not later than five business days prior to such date.

Section 2.12 Regular Meetings of the Board of Managers. Regular meetings of the Board of Managers may be held at such time and place in Kings County as shall be determined from time to time by a majority of the members thereof provided that at least four such meetings shall be held during each fiscal year. Written notice of all regular meetings of the Board of Managers shall be given to each member thereof by personal delivery, mail, or telegram at least five business days prior to the day named for such meeting.

Section 2.13 Special Meetings of the Board of Managers. The President may call a special meeting of the Board of Managers whenever he or she deems the same to be necessary or desirable. However, the President shall call such a meeting upon the written request of three or more members of the Board of Managers. Written notice of all special meetings shall be given to each member thereof by personal delivery, mail, or telegram at least five business days prior to the day named for such meeting, which notice shall state the time, place (in Kings County) and purpose of the meeting.

Section 2.14 Waiver of Notice of Meetings. Any member of the Board of Managers may, at any time, waive notice of any meeting thereof in writing, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a member of the Board of Managers at any meeting shall constitute a waiver

by his or her of notice of the time and place thereof. If all of the members of the Board of Managers are present at any meeting thereof, no notice of such meeting shall be required and any business may be transacted at such meeting.

Section 2.15 Quorum of the Board of Managers. For purposes of all meetings of the Board of Managers, a majority of the members thereof shall constitute a quorum for the transaction of business. In connection therewith, one or more members of the Board of Managers may participate in any meeting thereof by means of a conference telephone or similar communications equipment permitting all individuals participating in the meeting to hear each other at the same time, and such participation shall constitute presence at such a meeting for all purposes. If, at any meeting of the Board of Managers, there shall be less than a quorum present, a majority of the members of the Board of Managers in attendance may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting originally called but for lack of a quorum may be transacted without further notice.

Section 2.16 Conduct of Meeting. The President shall preside at all meetings of the Board of Managers, and the Secretary shall faithfully record the minutes thereof, which minutes shall include the full text of all resolutions duly adopted by the Board of Managers and a record of all transactions and proceedings occurring thereat. The then current edition of Robert's Rules of Order, or any other rules of procedure from time to time acceptable to a majority of the Board of Managers, shall govern the conduct of the meetings of the Board of Managers unless the same shall be in conflict with the terms of the Declaration, these By-Laws, or the Condominium Act.

Section 2.17 Decisions by the Board of Managers. Except as otherwise expressly provided in the Declaration or these By-Laws, the vote of a majority of the members of the Board of Managers present at a meeting thereof at which a quorum is present shall constitute the decision of the Board of Managers. Alternatively, any decision that is required or permitted to be made by the Board of Managers may be made without a meeting thereof if all of the members of the Board of Managers shall individually or collectively consent in writing to such decision, and all such written consents shall be duly filed by the Secretary of the Condominium in the minutes of the Board of Managers.

Section 2.18 Compensation of Members. No member of the Board of Managers shall receive any compensation from the Condominium for acting as such.

Section 2.19 Common Interested Members of the Board of Managers. Each member of the Board of Managers shall perform his or her duties, and shall exercise his or her powers, in good faith and with a view to the interests of the Condominium. To the extent permitted by Law, no contract or other transaction between the Board of Managers and either (i) any of its members or (ii) any corporation, partnership, fiduciary, firm, association, or other entity in which any of the members of the Board of Managers are officers, directors, employees, partners, fiduciaries, beneficiaries, or principals, or are otherwise interested, pecuniary or otherwise, shall be deemed either void or voidable because either (a) any such member of the Board of Managers was present at the meeting or meetings of the Board of Managers during which such contract or transaction was discussed, authorized, approved, or ratified, or (b) the vote of any such member was counted for such purpose, provided, however, that the fact thereof is disclosed to, or known by, the Board of Managers or a majority of the members thereof or noted in the minutes thereof, and the Board of Managers shall authorize, approve, or ratify such contract or transaction in good faith by a vote of two-thirds of the entire Board of Managers, not counting the vote of such member. Any such member of the Board of Managers may be counted in determining the presence of a quorum of any meeting of the Board of Managers that authorizes, approves, or ratifies any such contract or transaction, but no such member shall be entitled to vote thereat to authorize, approve, or ratify such contract or transaction.

Section 2.20 Liability of Managers.

(A) The members of the Board of Managers shall have no liability to the Unit Owners for errors of judgment, negligence, or otherwise, except that each member of the Board of Managers shall be liable thereto for his or her own bad faith or willful misconduct. In connection therewith, any member of the Board of Managers designated as such by Sponsor and Sponsor-designees shall not be deemed either to be in bad faith or to have committed willful misconduct by reason of any self-dealing in connection with any contract made, or other transaction entered into, between the Board of Managers and Sponsor or its agents, provided that any compensation paid, or to be paid, to Sponsor or its agents in connection with any such contract or transaction is disclosed in the Plan or an amendment thereto or in at competitive rates for goods sold or services rendered in New York County.

(B) Every contract and other document executed, by or on behalf of the Board of Managers, any committee thereof, or the Managing Agent shall expressly state (if obtainable and in addition to the limitation of liability of the officers of the Condominium and the Unit Owners pursuant to the terms of Sections 3.10 and 4.12 hereof, respectively) that the same is made or executed by or on behalf of the Board of Managers, such committee, or the Managing Agent solely as agent for the Unit Owners and that the members of the Board of Managers or such committee or the Managing Agent shall have no liability thereon, except to the extent of their liability, if any, as Unit Owners pursuant to the terms of Section 4.12 hereof.

(C) Neither the Board of Managers nor any member thereof shall be liable for:

(i) any failure or interruption of any services to be obtained by, or on behalf of, the Board of Managers or to be paid for as a Common Element; or

(ii) any injury, loss, or death to any individual or property, occurring in or upon either a Unit or the Common Elements, and either: (a) caused by the elements, by any Unit Owner or by any other Person; (b) resulting from electricity, water, snow, or ice that may leak or flow from a Unit or any portion of the Common Elements; or (c) arising out of theft or otherwise.

(D) The Unit Owners shall severally indemnify and hold each of the Board of Managers harmless from and against any claim or liability to others arising from his or her acts or omissions as, or by reason of the fact that such individual is or was a member of the Board of Managers, except, however, to the extent that such claim or liability shall be due to, or shall arise out of, the bad faith or willful misconduct of such Member. The liability of each Unit Owner on account of such indemnification will be limited to the extent specified in Section 4.12 hereof.

### ARTICLE 3

#### OFFICERS

Section 3.1 General. The principal officers of the Condominium shall be the President, the Secretary and the Treasurer. The Board of Managers may appoint a Vice President, an Assistant Treasurer, an Assistant Secretary and

such other officers as in its discretion may be necessary or desirable. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed, upon the direction of the Board of Managers, by any two officers of the Condominium or by such lesser number of officers or by such other Person or Persons as may be designated from time to time by the Board of Managers.

Section 3.2 President. The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the Unit Owners and of the Board of Managers. The President shall have all of the general powers and duties that are incident to the office of President of a private stock corporation organized under the Business Corporation Law of the State of New York (hereinafter referred to as the BCL), including, but not limited to, the power to appoint the members of all committees created by the Board of Managers from amongst the Unit Owners from time to time as he or she may decide, in his or her discretion, are appropriate to assist in the conduct of the affairs of the Condominium.

Section 3.3 Vice President. The Vice President, if any, shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If both the President and the Vice President are unable to act, the Board of Managers shall appoint some other member of the Board of Managers to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall be imposed upon him or her from time to time by the Board of Managers or by the President.

Section 3.4 Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Managers. The Secretary shall have charge of such books and papers and the Board of Managers shall direct and, in general, shall perform all of the duties that are incident to the office of secretary of a stock corporation organized under the BCL.

Section 3.5 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 of Managers or in the name of the Managing Agent in such depositories as may from time to time be designated by the Board of Managers and, in general, shall perform all of the



duties incident to the office of treasurer of a stock corporation organized under the BCL.

Section 3.6 Election, Term of Office of Officers. Each of the officers of the Board of Managers shall be elected annually by a majority vote of the Board of Managers taken at the organizational meeting of each New Board of Managers. and shall serve at the pleasure of the Board of Managers. The President and the Vice President, if any, shall be elected from amongst the members of the Board of Managers. The other officers of the Condominium, however, need not be Unit Owners or members of the Board of Managers and need not have any interest in the Condominium.

Section 3.7 Removal and Resignation of Officers. Any officer of the Condominium may be removed from office, with or without cause, by an affirmative vote of a majority of the members of the Board of managers at a meeting called for such purpose. In addition, any officer may resign at any time by giving written notice to the Board of Managers. Finally, if the President or the Vice President of the Condominium shall cease to be a member of the Board of Managers during his or her term of office, such officer shall be deemed to have resigned his or her office effective upon the date upon which his or her membership shall cease.

Section 3.8 Vacancies. Any vacancy in an office shall be filled by a majority vote of the Board of Managers at any regular meeting of the Board of Managers or at a special meeting thereof called for such purpose.

Section 3.9 Compensation No officer of the Condominium shall receive any compensation from the Condominium for acting as such.

Section 3.10 Liability of Officers:(A) The officers of the Condominium shall have no liability to the Unit Owners for errors of judgment, negligence, or otherwise, except that each officer of the Condominium shall be liable thereto for his or her own bad faith or willful misconduct. In addition, every contract made, and other document executed, by one or more officers or other persons on behalf of the Condominium shall expressly state (if obtainable and in addition to the limitation of liability of the members of the Board of Managers and the Unit Owners pursuant to the terms of Sections 2.20 and 4.12 hereof, respectively) that the same is made or executed by such officers or persons on behalf of the Condominium solely as agent for the Unit Owners and that such officers or persons shall have no liability thereon, except to

the extent of their liability, if any, as Unit Owners pursuant to the terms of Section 4.12 hereof.

(B) None of the officers of the Condominium shall be liable for either: (i). any failure or interruption of any services to be obtained by any such officer on behalf of the Condominium or to be paid for as a Common Expense or (ii) any injury, loss, or damage to any individual or property, occurring in or upon either a Unit or the Common Elements, and either: (a) caused by the elements, by any Unit Owner, or by any other person; (b) resulting from electricity, water, snow, or ice that may leak or flow from a Unit or any portion of the Common Elements; or (c) arising out of theft or otherwise.

(C) The Unit Owners shall jointly and severally indemnify and hold each officer of the Condominium harmless from and against any claim or liability to other arising from his or her acts or omissions and, or by reason of the fact that such individual is or was, an officer of the Condominium, except, however, to the extent that such claim or liability shall be due to, or shall arise out of, the bad faith or willful misconduct of such officer.

#### ARTICLE 4 UNIT OWNERS

Section 4.1 Annual Meeting of the Unit Owners. The first annual meeting of the Unit Owners shall be held approximately one year after the First Unit Closing, at which meeting the incumbent three member Board of Managers shall resign and a successor five-member Board of Managers shall be elected by the Unit Owners and designated by Sponsor or its designees, as provided both in this Article 4 and in Article 2 hereof. After the end of an initial sponsor control period, no earlier of the two year period or the period when more than 50% of the units are sold, a majority of the board of managers must be owner occupants, or members of an owner occupant's household, who are unrelated to the Sponsor or its principals. After the end of an initial sponsor control period, no earlier of the two year period or the period when more than 50% of the units are sold, a majority of the board of managers must be owner occupants, or members of an owner occupant's household, who are unrelated to the Sponsor or its principals. Thereafter, annual meetings of the Unit Owners shall be held on or about the last Tuesday in June of each year, unless such date shall occur on a legal holiday, in which event the meeting will be held on or about the succeeding business day. At each such subsequent meeting, the Unit Owners shall elect or the Sponsor

or its designee shall designate, as the case may be, successors to the members of the Board of Managers.

Section 4.2 Special Meetings of Unit Owners The President shall call a special meeting of the Unit Owners whenever so directed by a duly adopted resolution of the Board of Managers or upon receipt by the Secretary of a petition calling for such a meeting signed by Unit Owners having, in the aggregate, not less than fifty (50%) percent of the Common Interests of all Unit Owners. Each such resolution or petition shall set forth, in reasonable detail, the purposes for calling such a meeting, and no business shall be transacted at such special meeting except business reasonably related to such stated purposes.

Section 4.3 Place of Meetings. Meetings of the Unit Owners shall be held at the principal office of the Condominium or at such other suitable and convenient place in New York County as may be designated by the Board of Managers.

Section 4.4 Notice of Meetings.

(A) The Secretary of the Condominium shall give written notice of each annual or special meeting of the Unit Owners to all Unit Owners then of record entitled to vote or designate members of the Board of Managers at such meeting which notice shall set forth the purpose, time and place of such meeting. Such notice may be given to any Unit Owner by personal delivery, no later than ten business days prior to the day fixed for such meeting; however the mailing of such notice to any Unit Owner, addressed at the Property, at least fifteen days prior to the day shall be conclusively deemed the giving of notice to such Unit Owner of such meeting. Any Unit Owner may designate an address for the giving of notice other than such Unit Owner's address at the Property by giving written notice thereof to the Secretary of the Condominium not less than fifteen days prior to the giving of notice of the applicable meeting.

(B) If the business to be conducted at any meeting of the Unit Owners shall include the consideration of a proposed amendment to the Declaration or to these By-Laws, the notice of such meeting shall be mailed to all Unit Owners at least 30 days prior to the day fixed for such meeting and shall be accompanied by a copy of the text of such proposed amendment.

Section 4.5 Quorum of the Unit Owners. Except as otherwise provided in these By-Laws, the presence, in person or by

proxy, of Unit Owners owning Units to which more than fifty percent (50%) of the aggregate Common Interests appertain shall constitute a quorum at all meetings of the Unit Owners. If, at any meeting of the Unit Owners, there shall be less than a quorum present, a majority in Common Interests of the Unit Owners present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time fixed for the original meeting.

Section 4.6 Conduct of Meetings. The President shall preside at all meetings of the Unit Owners, and the Secretary shall faithfully record the minutes thereof, which minutes shall include the full text of all resolutions duly adopted by the Unit Owners and a record of all transactions and proceedings occurring thereat. The then current edition of Robert's Rules of Order, or any other rules of procedure acceptable to a majority of the Unit Owners present at any meeting, in person or by proxy, shall govern the conduct of the meetings of the Unit Owners, unless the same shall be in conflict with the terms of the Declaration these By-Laws, or the Condominium Act. All votes Of the Unit Owners shall be tallied by the persons appointed by the presiding officer of the meeting.

Section 4.7 Order of Business. The order of business at all meetings of the Unit Owners shall be as follows:

- (i) Roll call;
- (ii) Proof of notice of meeting;
- (iii) Reading of the minutes of the preceding meeting (unless waived);
- (iv) Reports of officers of the Condominium;
- (v) Reports of members of the Board of Managers;
- (vi) Reports of committees;
- (vii) Election of inspectors of election (when so required);
- (viii) Election and designation of members of the Board of Managers (when so required); and
- (ix) Unfinished business.

Section 4.8 Voting.

(A) Subject to the terms of Section 4.9 hereof, each Unit Owner (including Sponsor or its designee, for so long as Sponsor or such designee shall own one or more Unsold Units) shall be entitled to cast one vote at all Meetings of the Unit

Owners for each .0001% of Common Interest attributable to his or her Unit(s).

(B) Notwithstanding the terms contained in paragraph (A) hereof, no Unit Owner may vote at any meeting of the Unit Owners if the Board of Managers has perfected a lien against such Unit Owner's Unit and the amount necessary to release such lien has not been paid at the time of such meeting. In addition, neither the Board of Managers nor any designee thereof shall be entitled to vote the Common Interest appurtenant to any Unit owned by the Board of Managers or such designee. The Common Interests of all Units whose owners are precluded from voting pursuant to the terms of this paragraph (B) will be excluded when computing the aggregate Common Interests of all Unit Owners for voting purposes.

(C) A fiduciary shall be the voting member with respect to a Unit owned in a fiduciary capacity. In addition, if two or more individuals, partnerships, corporations, associations, trustees or other entities (collectively Persons) own a Unit, they shall designate one Person amongst them to vote the Common Interest appurtenant to their Unit in a writing given to the Secretary of the Condominium, and the vote of such designee shall be binding upon all of such Persons. Failing such designation, all of such Persons shall mutually vote such Common Interest under one ballot without division, and the concurrence of all such Persons shall be conclusively presumed if any one of them purports to vote such Common Interest without protest being contemporaneously made to the individual presiding over the meeting at which such vote it takes. If protest is made, the Common Interest appurtenant to such Unit shall be counted solely for the purpose of determining whether a quorum is present for such voting.

(D) The owner(s) of any Unit may designate any Person to act as a proxy on his or her behalf. The designation of any such proxy shall be made in a writing both signed and dated by the designor and delivered to the Secretary of the Condominium at or before the appointed time for the meeting(s) during which the same is to be effective. Any such designation shall be revocable at any time upon written notice given to the Secretary of the Condominium; however, no relocation of such a designation shall be effective with respect to any votes cast by such proxy prior to the receipt of such revocation notice by the Secretary of the Condominium or, if such revocation is made at a meeting of the Unit Owners during which the Secretary of the Condominium is not in attendance, by the individual acting as the Secretary of such meeting. Except with respect to the designation of a permitted Mortgagee to act as the proxy of its mortgagor(s), no designation to act as

proxy shall be effective for a period in excess of six months after the date thereof.

(E) Except when otherwise required by Law or otherwise provided in the Declaration or in these By-Laws, the affirmative vote of a Majority of Unit Owners shall be binding upon all Unit Owners for all purposes.

#### Section 4.9. Election of Members of the Board of Managers

(A) Sponsor and Sponsor-designees shall have the right to vote the Common Interests attributable to Units owned by Sponsor and Sponsor-designees for members of the Board of Managers. Notwithstanding the foregoing, Sponsor and Sponsor-designees shall not control the Board of Managers after five (5) years from the date of the First Unit Closing.

(B) In addition to the right of Sponsor and Sponsor-designees under paragraph (A) above, so long as the Common Interests attributable to any Units owned by Sponsor or Sponsor-designees equals, in the aggregate, 15% or more of the Common Interests of all Units, Sponsor and Sponsor-designees shall have the right to designate one member of the Board of Managers. Sponsor and Sponsor-designees may waive such right in writing.

(C) Each Unit Owner entitled to vote for members of the Board of Managers pursuant to this Section 4.9 shall be entitled to cast one vote for each .0001% of Common Interest attributable to his or her Unit(s) par to be elected. However, nothing contained herein shall be deemed either to permit any Unit Owner to cumulate the votes attributable to the ownership of any one Unit in favor of any one or more members to be elected. In addition, the terms of paragraphs (A) and (B) of Section 4.8 hereof shall apply to all elections of members of the Board of Managers.

(D) All elections of members of the Board of Managers shall be by written ballot, and each ballot cast shall state: (i) the name of the voting Unit Owner and, if such ballot is cast by proxy, the name of the proxy; (ii) the designation numbers(s) of the unit(s) owned by the voting Unit Owner; (iii) the amount of the Common Interest(s) appurtenant to such Unit(s); and (iv) the names of the candidates for whom such ballot is cast (the number of which names shall not exceed the number of members to be elected). Any ballot that is not cast in conformity with this paragraph (D) shall be discounted. All election ballots shall be retained in the records of the Condominium, appropriately segregated by election.

(E) All elections of members of the Board of Managers shall be determined by plurality vote.

Section 4.10 Action Without A Meeting: Any action required or permitted to be taken by the Unit Owners at a duly constituted meeting may be taken without such a meeting if Unit Owners, sufficient in number (both in absolute number and in aggregate Common Interests) to approve such an action at a duly constituted meeting of the Unit Owners pursuant to the Declaration or to these By-Laws consent in writing to the adoption of a resolution approving such action. All written consents given by Unit Owners pursuant to this Section 4.10 shall be retained in the records of the Condominium together with a true copy of the resolutions to which they relate.

Section 4.11 Title to Units. Title to any Unit may be taken by any Person or by any two or more Persons as joint tenants, tenants in common, or tenants by the entirety, as may be appropriate, but not as owners in severalty.

Section 4.12 Contractual Liability of Unit Owners. Any contract made by the Board of Managers, by any officer of the Condominium, or by any superintendent or Managing Agent of the Property shall state (if obtainable and in addition to the limitation of liability of the members of the Board of Managers and the officers of the Condominium pursuant to the terms of Sections 2.20 and 3.10 hereof, respectively) that the liability of any Unit Owner with respect thereto shall be limited to (1) such proportionate shares of the total liability thereunder as the Common Interest of such Unit Owner bears to the aggregate Common Interest of all Unit Owners and (ii) such Unit Owner's interest in his or her Unit and its Appurtenant Interests, unless otherwise provided by Law.

## ARTICLE 5

### OPERATION OF THE PROPERTY

Section 5.1 Maintenance and Repairs.

(A) Except as otherwise provided in the Declaration or in these By-Laws, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary:

(i) in or to any Unit and all portions thereof (including, but not limited to, the interior walls, ceilings and floors in the Unit, kitchen and bathroom fixtures and appliances, windows and their frames, sills and sashes, all doors and their frames and saddles (except painting the exterior side of Unit entrance doors and door backs), exposed plumbing, gas and heating fixtures and equipment, air conditioning units, lighting and electrical fixtures and any Common Elements incorporated therein pursuant to paragraph (B) of Section 5.8 hereof, but excluding any other Common Elements contained therein) shall be performed by the owner of such Unit at such Unit Owner's cost and expense;

(ii) in or to the Common Elements (other than Limited Common Elements and any Common Elements incorporated into one or more Units pursuant to the terms of paragraph (B) of Section 5.8 hereof), and the painting of the exterior of Units and Building and all entrance doors and door backs shall be performed by the Board of Managers as a Common expense; and

(iii) in or to the Limited Common Elements shall be performed (a) by the Board of Managers as a Common Expense, if involving structural or extraordinary maintenance, repairs, or replacements (including, but not limited to, repairs not caused by the act or omission of the Unit Owner having direct and exclusive access thereto) or (b) by the Unit Owner having direct and exclusive access thereto at his or her sole cost and expense, if involving nonstructural ordinary maintenance, repairs or replacements or if caused by the act or omission of such Unit Owner.

Promptly upon obtaining knowledge thereof, each Unit Owner shall report in writing delivered by certified mail to the Board of Managers or to the Managing Agent any defect or need for repairs for which the Board of Managers is responsible pursuant to the terms hereof. All painting, decorating, maintenance, repairs and replacements performed hereunder or otherwise, whether by or at the behest of a Unit Owner or the Board of Managers, shall be performed in such a manner as shall not unreasonably disturb or interfere with any Unit Owners or the tenants and occupants of any Units.

(B) Notwithstanding anything to the contrary provided in paragraph (A) of this Section 5.1, however, the exterior glass surfaces of all windows of each Unit are to be washed and cleaned by the owner of such Unit at such Unit Owner's sole cost and expense. In addition, if any painting, decorating,



maintenance, repairs, or replacements to the Building or any part thereof, whether structural or non-structural, ordinary or extraordinary, if necessitated by the negligence, misuse, or abuse of (i) any Unit Owner, the entire cost and expense thereof shall be borne by such Unit Owner, or (ii) the Board of Managers, the entire cost and expense thereof shall be borne by the Board of Managers as a Common Expense, except, in all events, to the extent that such cost and expense is covered by the proceeds of any insurance maintained pursuant to the terms of these By-Laws. Similarly, each Unit Owner shall be responsible for any and all damage to any Unit, to the Buildings or to the Common Elements resulting from such Unit Owner's failure to maintain, repair or replace his or her Unit or any portion thereof as required herein.

(C) Each Unit in the Building and all other portions of the Common Elements shall be kept in first-class condition, order and repair (and free of snow , ice and accumulation of water with respect to any roofs or other part of the Property exposed to the elements) by the Unit Owner or the Board of Managers, whichever is responsible for the maintenance thereof as set forth herein and such Unit Owner or the Board of Managers, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work (including, without limitation, painting, repairs and replacements) that is necessary in connection therewith. In addition, the public areas of the Building and those areas of the Building exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Building, by (i) the Board of Managers, with respect to such parts of the Building required to be maintained by it, and (ii) each Unit Owner, with respect to the interior and exterior surfaces of the windows and shades, venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to his or her .Unit.

Section 5.2 Alterations Additions, Improvements or Repairs in or to the Units in and to the Units and Limited Common Elements.

(A) A non-structural alteration to a Unit or its appurtenant Limited Common Element that does not adversely affect the structure of the Building or the value of other Units or the Common Element that cannot be sighted from Barclay Avenue, and that complies with all laws, may be made by any Unit Owner without consent of the Board of Managers. Subject to the terms of paragraph (B) of this Section 5.2, no Unit Owner shall make any structural alteration, addition, improvement, or repair in or to his or her Unit or its appurtenant Limited Common Elements, without the prior written approval of the Board of Managers. In the event, however,

that the Board of managers shall fail to answer any written, reasonably detailed request for such approval within 30 days after such request is received, such failure to respond shall constitute the Board of Manager's consent thereto. Prior to, and as a condition of, the granting of any such approval, the Board of Managers may, at its sole option, require that (i) all work shall be done by reputable contractors with adequate liability, property damage and workers' compensation insurance (certificates for which shall be delivered to the Board of Managers prior to the commencement of construction; (ii) the Unit Owner procure and agree to maintain during the course of such work such other insurance as the Board of Managers may reasonably prescribe; and (iii) the Unit Owner to execute an agreement, in form and substance satisfactory to the Board of Managers, setting forth the terms and conditions under which such alteration, addition, improvement, or repair may be made, including, without limitation, the indemnity referred to in paragraph (D) hereof and the days and hours during which any such work may be done and that any additions shall be maintained in their entirety by said Unit Owner who shall be responsible for any repairs, including structural repairs, to such additions in any event, and to the Unit and any Common Elements whose such repairs become necessary due to additional stresses caused by the structural alteration or due to improper design or construction of the structural alteration. Anything contained herein to the contrary notwithstanding, until Sponsor or Sponsor-designees convey to all Units but in no event later than five (5) years after date of the First Unit Closing, Sponsor has the right to veto any action of the Board of Managers relating to any addition, alteration, improvement or change in or to the Common Elements, any Unit or any Building, provided, however, Sponsor may not veto such action if (1) such action is necessary to enable the Board of Managers of Managers or Unit Owner to comply with laws, rules regulations of any governmental authority having jurisdiction over the Condominium and (2) no other alternative is available after a discussion of the alternatives were considered at a meeting in which Sponsor was present, and further provided that Sponsor's veto is delivered by written notice within ten (10) days after Sponsor has notice of the proposed action.

(B) Notwithstanding anything to the contrary contained in paragraph (A) of this Section 5.2, however, Sponsor, any Sponsor-designee, any partner of any entity affiliated directly or indirectly with Sponsor, shall have the right pursuant to the terms of Article 15 of the Declaration, without the approval of the Board of Managers and without paying any cost or charge to the Board of Managers to (i) make any alterations, additions, improvements, or repairs in or to any Units owned by them, whether structural or non-structural, interior or exterior, ordinary or extraordinary, and (ii) subdivide, combine and change the boundary walls of Units owned by them.

(C) All alterations, additions, improvements, and repairs by Unit Owners shall be made in compliance with Law. In connection therewith, the Board of Managers shall execute applications to any departments of the City of New York, or to any other governmental agencies having jurisdiction thereto for any and all permits required in connection with the making of alterations, additions, improvements, or repairs in or to a Unit or its appurtenant Limited Common Elements, provided that, with respect to all such work of a structural nature (but other than that of the nature described in paragraph (B) hereof), the same was approved by the Board of Managers pursuant to the terms of paragraph (A) hereof.

(D) Neither the Board of Managers nor any Unit owner (other than the Unit Owner(s) making any alterations, improvements, additions, or repairs, or causing any of the same to be made, in or to his, her, or their Unit(s) and appurtenant Limited Common Elements shall incur any liability, cost or expense either (i) in connection with the preparation, execution, or submission of the applications referred to in paragraph (C) hereof; (ii) to any contractor, subcontractor, materialman, architect, or engineer on account of any alterations, improvements, additions, or repairs made or caused to be made by any Unit Owner; or (iii) to any Person asserting any claim for personal injury or property arising therefrom. Any Unit Owner(s) making any alterations, improvements, additions, or repairs, or causing any of the same to be made, in or to his, her, or their Unit(s) and appurtenant Limited Common Elements shall agree (in a writing executed and delivered to the Board of Managers, if the Board of Managers shall request), and shall be deemed to agree (in the absence of such writing), to indemnify and hold the Board of Managers, the members of the Board of Managers, the officers of the Condominium, the Managing Agent and all other Unit Owners harmless from and against any such liability, cost and expense.

Section 5.3 Alterations, Additions, or Improvements to the Common Elements. Except as otherwise provided in the Declaration or in these By-Laws, all necessary or desirable alterations, additions, or improvements in or to any of the Common Elements shall be made by the Board of Managers, and the cost and expense thereof shall constitute a Common Expense.

#### Section 5.4 Insurance

(A) If the same shall be obtainable, the Board of Managers shall obtain, and shall maintain in full force and effect, fire insurance policies with all risk coverage,

insuring the Property (including all Units, Limited Common Elements, Common Elements, the exterior face of all walls, ceilings and floors in Units (other than those walls, ceilings and floor erected by a Unit Owner other than Sponsor) and finished by Sponsor in accordance with the action titled Description of Property and Specifications in the Offering Plan and all bathroom and kitchen fixtures and appliances installed therein by Sponsor but not including appliances or any furniture, fixtures, furnishings, decorations, belongings, or other personal property supplied or installed by Unit Owners or the tenants of Unit Owners and excluding the Land and covering the interests of the Condominium, the Board of Managers, the officers thereof, all of the Unit Owners all Permitted Mortgagees, East Soho Corp., as the named insured, as their interests may appear, and the adjoining owner (to the extent required) as an additional insured. Each of the said policies shall contain:

(i) waivers of (a) subrogation, (b) any defense based upon co-insurance or other insurance, (c) invalidity arising out of any acts of the insured and (d) pro-rata reduction of liability;

(ii) a provision that any adjustment of loss will be made by the Board of Managers and that all proceeds thereof shall be paid to either the Board of Managers or the Insurance Trustee, as provided in Section 5.5 hereof;

(iii) a New York standard mortgagee clause in favor of each Permitted Mortgagee, which shall provide that the proceeds thereof shall be paid to such Permitted Mortgagee and its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee set forth in subparagraph (ii) above and in Section 5.5 hereof; and

(iv) a provision that such policy may not be either cancelled or substantially modified except upon at least 10 days, prior written notice to all of the insureds, including all Permitted Mortgagees.

Duplicate originals or certificates of all such policies and of all renewals thereof, together with proof of payment of premiums, shall be sent to all named insured and additional insured at least 10 days prior to expiration of the then current policies.

(B) The Board of Managers shall also obtain and maintain, to the extent practicable

(i) comprehensive general liability insurance, covering all claims for personal injury or property damage arising out of any occurrence on the Property (except, however, that such insurance shall not cover any liability of a Unit Owner arising from occurrences due to his or her negligence; and

(ii) such other insurance as the Board of Managers shall from time to time determine.

Each of the aforementioned policies of insurance shall also cover cross-liability claims of one insured against another. Each of the aforementioned policies shall name the Persons described in paragraph (A) of Section 5.4 above as the named insured, and their respective interests may appear, or additional insured (to the extent required).

(C) All policies of insurance to be maintained by the Board of Managers shall contain such limits as the Board of Managers shall from time to time determine, provided, however, that:

(i) with respect to insurance policies maintained by the Board of Managers pursuant to paragraph (A) hereof, the coverage shall be in an amount equal to the lesser of the full replacement cost of the Building, exclusive of excavation and foundations, without deduction for depreciation, or the amount of insurance necessary to avoid the effects of coinsurance as approved by a fire insurance company, a qualified insurance broker, or another qualified source; and

(ii) with respect to insurance policies maintained by the Board of Managers pursuant to subparagraph (i) of paragraph (3) hereof, such policies shall contain single limits of not less than \$1,000,000 in the aggregate until the first regular meeting of the first five-member Board of Managers elected by the Unit Owners and will also cover cross-liability claims of one insurer against another.

Any insurance policies maintained by the Board of Managers may also provide for such deductible amounts as the Board of Manager shall determine. The Board of Managers shall

review the limits of each insurance policy, as well as the amount of any deductible sum thereunder, at least once each year.

(D) The cost of all insurance maintained by the Board of Managers pursuant to this Section 5.4, together with the fees and disbursements of any Insurance Trusts appointed by the Board of Managers pursuant to the terms of these By-Laws, shall be borne by the Board of Managers as a Common Expense, subject to the adjustment provided in Section 6.1 of these By-Laws.

(E) Unit Owners shall not be prohibited from carrying and are advised to carry other insurance for their own benefit, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing the insurance maintained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

#### Section 5.5 Casualty or Condemnation.

(A) In the event that either (i) any portion of the Property is damaged or destroyed by fire or other casualty (hereinafter referred to as a Casualty Loss) or (ii) the Common Elements or any part thereof are taken in condemnation or by eminent domain (hereinafter referred to as a Taking), the net insurance proceeds payable under insurance policies maintained by the Board of Managers pursuant to the terms of Section 5.4 hereof by reason of Such Casualty Loss or the net condemnation awards receivable by reason of such Taking, as the case may be, shall be payable either to the Board of Managers, if the same shall be \$250,000.00 or less in the aggregate, or the Insurance Trustee, if the same shall exceed \$250,000.00 or less in the aggregate. In either instance, all such monies actually received (hereinafter referred to as the Trust Funds) shall be held in trust for the-benefit of all Unit Owners and their Permitted Mortgagees and shall be disbursed pursuant to the terms of this Section 5.5. Notwithstanding anything to the contrary contained either in this paragraph (k) or elsewhere in this Section 5.5, however, no Unit Owner whose Unit, its appurtenant Limited Common Elements, or any portion thereof are taken in condemnation or by eminent domain (whether or not all or a part of the Common Elements are contemporaneously taken) shall be deemed to have waived whatever rights that he or she may have to pursue a separate claim against the condemning authority by reason thereof.

(B) Subject to the terms of paragraph (D) hereof, the Board of Managers shall arrange for the prompt repair or restoration (hereinafter referred to as the Work) of: (i) In the event of a casualty loss, the portions of the Property (including all Units, the exposed face of all walls, ceilings and floors in the units, other than those walls ceilings and floors erected by a Unit owner other than the Sponsor) as finished by Sponsor in accordance with the Section of the Offering Plan entitled Description of Property and Specifications and all bathroom and kitchen fixtures installed therein by Sponsor, but not including appliances or any furniture, fixtures, furnishings, decorations, belongings, or other personal property supplied or installed by either Unit Owners or the tenants of Unit Owners) affected by such Casualty Loss or (ii) in the event of a Taking, the portion(s) of the Common Elements affected by such Taking. If, pursuant to the immediately preceding sentence, Work is to be performed in or to Units, Common Elements that service or enclosed Units and other Common Elements, or any combination of the foregoing, the Work shall be performed, to the extent practicable, first in or to the Units, next in or to the Common Elements that service or enclose Units and then in or to the balance of the Common Elements. In addition, each Unit Owner whose Unit, its appurtenant Limited Common Elements, or any portion thereof shall be the subject of all or part of any Work shall have the right, subject to the terms of Section 5.2 hereof, to supervise any reconstruction of his or her Unit and/or such Limited Common Elements.

(C) In the event that Work shall be performed pursuant to the terms of paragraphs (B) and (D) of this Section 5.5, the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the Trust Funds to the contractors engaged in the Work in appropriate progress payments. If the Trust Funds shall be less than sufficient to discharge the cost and expense of performing the Work, the Board of Managers shall levy a Special Assessment against all Unit Owners for the amount of such deficiency in proportion to their respective Common Interests and all proceeds of such Special Assessment shall become part of the Trust Funds. If, conversely, the Trust Funds shall prove to be more than sufficient to discharge the cost and expense of performing the Work, such excesses shall be paid to all Unit Owners in proportion to their respective Common Interests, except that no payment shall be made to a Unit Owner until there has first been paid, out of said Unit Owner's share of such excess, such amounts as may be necessary to reduce unpaid liens on the Unit Owner's Unit (other than mortgages that are not Permitted Mortgages) in the order of priority of such liens. Notwithstanding the foregoing, however, in the event that the Unit Owners are assessed pursuant to the terms of the second sentence of this paragraph and for any projected deficiency in the amount of the Trust Funds available to the Board of

Managers and, after the payment of all costs and expenses incurred in connection with the Work, any portion of the Trust Funds remains unspent, such excess Trust Funds shall, to the extent of such Special Assessment, be deemed to be, and shall constitute, an unspent Special Assessment and shall be paid to the Unit Owners so assessed in proportion to their respective Common Interests, free of any claim of any lienor (including, without limitation, any Permitted mortgagee).

(D) If either 75% or more of the Units are destroyed or substantially damaged by fire or other casualty or 75% or more of the Common Elements are taken in a Taking, the Work shall not be performed unless 75% or more of all Unit Owners (including Sponsor or its designee, if Sponsor or such designee shall then own any Units), both in number and aggregate Common Interests, shall promptly resolve to proceed with the same. In the event that a sufficient number of Unit Owners shall so resolve, the Work shall be performed pursuant to the terms of paragraphs (B) and (C) hereof. Conversely, in the event that a sufficient number of Unit Owners shall either fail or refuse to so resolve, the Work shall not be performed and the Property shall 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 the resulting sale, together with any Trust Funds, shall be paid to all Unit Owners in proportion to their respective Common Interests, except that no payment shall be made to a Unit Owner until there first has been paid, out of such Unit Owner's share of such funds, such amounts as may be necessary to reduce unpaid liens on the Unit Owner's Unit (other than mortgages that are not Permitted Mortgages) in the order of priority of such liens.

(E) In the event that the damage resulting from a Casualty Loss shall (i) render one or more Units wholly or partially unusable for the purposes permitted herein and in the Declaration or (ii) destroy the means of access to one or more Units, the installments of Common Charges otherwise payable by the owner of any Unit so affected thereby shall proportionately abate until such Unit shall again be rendered useable for such purposes and/or until the means of access thereto shall be restored, as the case may be. Notwithstanding the foregoing, however, if such Casualty Loss shall be caused by the act, the Omission to act, or the negligence of the owner of a Unit so affected thereby, by a Family Member of such Unit Owner, or by a tenant or other occupant of such Unit, such installments of Common Charges shall abate Only to the extent of any proceeds of rent insurance actually collected by the Board of Managers with respect to such Unit.



(F) If (i) a portion of any Unit shall be taken in condemnation or by eminent domain and (ii) the Condominium shall not be terminated by reason of a simultaneous Taking pursuant to the terms of paragraph (D) hereof, the Common Interest appurtenant to such Unit shall be adjusted in the proportion that the total fair value of such Unit after such taking bears to the total fair value of such Unit prior to such taking. The Board of Managers shall promptly prepare and record an amendment to the Declaration reflecting the New Common Interest appurtenant to such Unit, which amendment shall be executed by the owner of such Unit together with the holders of record of any liens thereon (or, in lieu of execution by such Unit Owner and lienors, the same may execute a consent to such amendment in recordable form). Following the Taking of a portion of a Unit and the recording of the aforementioned amendment to the Declaration, the votes appurtenant to such Unit shall be based upon the new Common Interest of such Units and, in the event of a Taking of an entire Unit, the right to vote appurtenant to such Unit shall wholly terminate. In either event, the Common Interests of the other or remaining Units shall be adjusted accordingly and reflected in an amendment to the Declaration duly executed and acknowledged by the Board of Managers and the owners of, together with the holders of record of all liens upon, all of the other or remaining Units.

(G) As used in this Section 5.5, the terms:

(i) prompt repair or restoration shall mean that the Work is to be commenced not more than either: (a) 60 days after the date upon which the Insurance Trustee notifies the Board of Managers and the Unit Owners that it has received Trust Funds sufficient to discharge the estimated cost and expense of the Work, or (b) 90 days after the date upon which the Insurance Trustee notifies the Board of Managers and the Unit Owners that it has received Trust insufficient to discharge the estimated cost and expense of the Work, or (c) in the event that the Trust funds are payable to the Board of Managers pursuant to the terms of paragraph (A) of this Section 5.5, 60 days after the date upon which the Board of Managers notifies the Unit Owners that it has received the Trust Funds, whether or not the same are sufficient to discharge the cost and expense of the Work; and

(ii) promptly resolve shall mean that a resolution shall be duly made not more than 60 days after the date upon which the Board of Managers or the Insurance Trustee, as the case may be, notifies the Unit Owners that it has received the Trust funds and that the same

are or are not sufficient to discharge the estimated cost and expense of the Work, as the case may be.

(H) Any dispute that may arise under this Section 5.5 between Unit Owners or between any Unit Owner(s) and the Board of Managers shall be resolved by arbitration pursuant to the terms of Article 10 hereof.

#### Section 5.6 Use of the Property.

(A) No nuisance or immoral activity shall be committed or permitted to occur in or about any Unit or upon any part of the Common Elements, nor shall any use or practice be allowed in a Unit that either is a source of annoyance to its residents or interferes with the peaceful possession or proper use of the Property by its residents or occupants. No unlawful use shall be made of the Property or any portion thereof, and all valid Laws relating to any portion of the Property shall be complied with at the full cost and expense of the respective Unit owners or the Board of Managers, whoever shall have the obligation to maintain or repair such part of the Property.

(B) Nothing shall be done or kept in any Unit or in any of the Common Elements that would increase the rate of insurance for the Property, except upon the prior written consent of the Board of Managers.. No Unit Owner shall permit anything to be done or kept in a Unit or in the Common Elements that will result in the cancellation of insurance on the Property or the contents thereof, or that would be in violation of any law. No waste shall be committed in the Common Elements.

(C) Nothing shall be done in any Unit or in, on, or to the Common Elements that will impair the structural integrity of the Property or that will structurally change the Building, except as is otherwise provided in the Declaration or in these By-Laws. In no event shall interior partitions contributing to the support of any unit or the Common Elements be altered or removed.

#### Section 5.7 Use of the Units.

(A) In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of Units shall be restricted to, and shall be in

accordance with, the terms contained in the balance of this Section 5.7.

(B) Each Unit shall be used only as a residence. Notwithstanding the foregoing, however, a portion of a Unit may be used for any home occupation, including as a professional office, by the resident thereof provided that the nature and manner of such use complies with Law and does not violate the then existing Certificate of Occupancy covering such Unit, applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction. No illuminated or other sign may be used in connection with the aforementioned use without the prior written consent of the Board of Managers.

(C) A Unit owned or leased by an individual, corporation, partnership, fiduciary, or any other entity may be occupied only by said individual, or by an officer, director, stockholder, or employee of such corporation, or by a partner or employee of such partnership, or by said fiduciary (including directors, officers, stockholders, or employees of corporate fiduciaries and partners or employees or partnership fiduciaries), or by the beneficiary of said fiduciary, or by a principal or employee of such other entity, respectively, or by Family Members or guests of any of the foregoing (however, nothing contained in this sentence shall be deemed to prohibit the exclusive occupancy of any Unit by such Family Members or guests). Additionally, in no event shall a portion of a Unit (as opposed to the entire Unit) be sold, conveyed, leased, or subleased, and no transient occupant (other than a guest permitted under this paragraph © may be accommodated therein).

(D) Notwithstanding anything to the contrary contained in this Section 5.7, Sponsor may, without the consent of either the Board of Managers or the Unit Owners;

(i) grant Permission for the use of any residential Unsold Unit for any home occupation, including as a professional office by the resident thereof provided that the nature and manner of such use complies with Law and does not violate the then existing Certificate of Occupancy covering such residential Unsold Unit; and

(ii) use any one or more residential Unsold Units as model units and offices for the sales, promotion, rental, at and operation of the Unsold Units or for any other purpose, subject only to compliance with Law.

Section 5.8 Use of the Common Elements.

(A) Subject to the terms of paragraphs (B) and (C) of this Section 5.8, the Common Elements (including, without limitation, the electrical, heating, gas, plumbing and other mechanical systems and equipment of the Buildings) may be used only for the furnishing of the services and facilities, and for the other uses, for which they are reasonably suited and capable. In addition, no furniture, doormats, packages or objects of any kind shall be placed in or on any part of the Common Elements, including but not limited to the lobby vestibule, public hall and stairways, (except for those areas designated as storage areas, if any) without the prior written consent of the Board of Managers.

(B) The owner or owners of any two or more Units, if such Units are the only Units serviced or benefited by any Common Element adjacent or appurtenant to such Units or (for example, that portion at the end of any hallway that is directly adjacent to any such Units located on opposite sides of such hallway) shall, with the consent of the Board of Managers (which consent shall not be unreasonably withheld or delayed), have the right to use such Common Elements exclusively, as if it were a part of such Units (including the right, in the above example of a portion of a hallway, to enclose such portion), and no amendment to the Declaration or reallocation of Common Interests shall be made by reason thereof. In such event, however, such owner or owners shall, at his, her or their sole cost and expense, both (i) operate, maintain and repair such Common Elements for so long as such owner or owners exercise such exclusive right of use and (b) restore such Common Element to its original condition, reasonable wear and tear excepted, after such owner or owners cease to exercise such exclusive right of use.

(C) The terms of paragraph (A) of this Section 5.8 shall not apply to Sponsor or its designee for so long as there are any residential Unsold Units. So long as Sponsor any Unit, Sponsor or its designee shall have the right, without charge or limitation, to: (i) erect and maintain signs, of any size or content determined by Sponsor or such designee, on or about any portion of the Common Elements chosen by Sponsor or such designee, including, without limitation, on the exterior walls of the Buildings or adjacent to any entrance thereof; (ii) have its employees, contractors, subcontractors and sales agents present on the Property; and (iii) do all things necessary or appropriate, including the use of the Common Elements, to sell, lease, manage or operate Unsold Units, to complete any work or repairs to the Buildings expressly undertaken by Sponsor and to comply with Sponsor's obligations under the Offering Plan and the Condominium Documents. In

addition, Sponsor and its designee shall be entitled to exercise the rights set forth in paragraph (B) of this Section 5.8 with respect to any residential Unsold Unit(s) without the necessity of obtaining the consent of either the Board of Managers or any other Unit Owners. In no event, however, shall Sponsor or such designee be entitled to use any Common Elements in such a manner as will unreasonably interfere with the use of any Unit for its permitted purposes.

#### Section 5.9 Rights of Access.

(A) subject to the rights of existing tenants and other occupants of residential Unsold Units, each Unit Owner shall grant to the Sponsor, to the Board of Managers, to the Managing Agent or manager (if any), to the superintendent and/or to any other Person authorized by any of the foregoing a permanent right of access to his or her Unit and its appurtenant Limited Common Elements for the purposes of:

(i) making inspections of, or removing violations noted or issued by any governmental authority against, the Common Elements or any other part of the Property;

(ii) curing defaults hereunder or under the Declaration or violations of the Rules and Regulations committed by such Unit Owner or correcting any conditions originating in his or her Unit and threatening another Unit or all of a portion of the Common Elements;

(iii) performing maintenance, installations, alterations, repairs, or replacements to the mechanical or electrical services, or other portions of the Common Elements located within his or her Unit or elsewhere in the Buildings;

(iv) reading, maintaining, or replacing utility motors relating to the Common Elements, to his or her Unit, or to any other Unit; or

(v) correcting any condition that violates the provisions of any Permitted Mortgage encumbering another Unit.

Except in cases of emergency (that is, a condition requiring repairs or replacements immediately necessary for the preservation or safety of the Buildings or for the safety

of the occupants of the Buildings or other individuals, or required to avoid the suspension of any necessary service in the Buildings), the foregoing rights of access shall be exercised only upon not less than one day's advance notice and only in such a manner as will not unreasonably interfere with the use of the Units and their appurtenant Limited Common Elements for their permitted purposes. In cases of emergency, however, such rights of access may be exercised immediately, without advance notice and whether or not the Unit Owner is present.

(B) Each Unit Owner shall grant a right of access to his or her Unit and its appurtenant Limited Common Elements, and the Board of Managers shall grant rights of access to the Common Elements, to Sponsor and its contractors, subcontractors, agents and employees for the purpose of fulfilling Sponsor's obligations as set forth in the Offering Plan or in any amendment thereto, provided that access thereto shall not be exercised, with respect to any Unit and its appurtenant Limited Common Elements, in such a manner as will unreasonably interfere with the use of such Unit and Limited Common Elements for their permitted purposes.

Section 5.10 Modification of the Rules and Regulations. The Board of Managers shall have the right to amend, modify, add to, or delete any of the Rules and Regulations from time to time, provided, however, that any such amendment, modification, addition, or deletion may be overruled by a vote of a majority in Common interests of Unit owners. Notwithstanding the foregoing, as long as Sponsor, any Sponsor-designee or any partner of any entity affiliated directly or indirectly with Sponsor owns title to one or more Units, the Rules and Regulations may not be amended in a manner which would, in the sole discretion of Sponsor, any Sponsor-designee or any partner of any entity affiliated directly or indirectly with Sponsor, adversely affect such Persons in any way, unless each such Person gives its prior written consent to such amendment. Copies of the text of any amendments, modifications, addition, or deletions to the Rules and Regulations shall be furnished to all Unit Owners not less than thirty days prior to the effective date thereof.

Section 5.11 Real Estate Taxes, Water Charges and Sewer Rents. Water for the Buildings shall be supplied by the City of New York. Unless and until real estate taxes, water charges and sewer rents are billed directly to Unit Owners by the City Collector, (i) the Unit Owners shall pay to the Board of Managers at least 15 days before same became due and payable the cost of any such taxes, charges and rents as a Special Assessment, (ii) the cost thereof shall be allocated among the owners of the Units in proportion to each Unit's Common

Interest, and (iii) the Board of Managers shall collect such monies from the Unit Owners, hold such monies in trust and promptly pay such taxes, charges and rents before they are due, all as agent for the Unit Owners. In the event of a proposed sale of any Unit, the Board of Managers (for so long as the Board of Managers is still paying such real estate taxes, water charges and sewer rents as agent for the Unit Owners) shall, upon the written request of the selling Unit Owner, execute and deliver to the purchaser of such Unit or to such purchasers title company, a letter agreeing to promptly pay all such taxes, charges and rents affecting such owner's Unit to the date of the closing of title to such Unit.

The Board of Managers may act as an agent of each Unit Owner who has given his or her written authorization to complain or apply to the board of assessment review or the assessing agency by filing a single complaint on behalf of all such Unit Owners and to commence and prosecute a special proceeding for the review of assessments of real property as an aggrieved person. The Board of Managers may retain legal counsel on behalf of all Unit Owners for which it is acting as agent and may charge all such Unit Owners a pro-rata share of expenses, disbursements and legal fees, for which charges the Board of Managers shall have a lien pursuant to the terms of these By-Laws.

Section 5.12 Utilities Serving the Common Elements. The cost and expense of water, steam, electricity and gas serving or benefiting any Common Element shall be (i) considered part of the expense of maintaining such Common Element, (ii) determined by the Board and (iii) charged to the Unit Owners as a Common Expense.

Section 5.13 Records and Audits.

(A) The Treasurer of the Condominium, or the Managing Agent under the supervision of such Treasurer, shall keep full, detailed and accurate records and books of account with respect to the financial affairs of the Condominium, which records and books of accounts shall include, without limitation, (i) a listing of all receipts of and expenditures by the Board of Managers and the Managing Agent and (ii) a separate listing for each Unit, setting forth, among other things, the amount of each assessment of Common charges and Special Assessments levied against such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid.

(B) Within four months after the end of each fiscal year of the Condominium, the Board of Managers shall submit to each

Unit Owner, and, if so requested, to any Permitted Mortgagee, an annual report of the receipts and expenditures of the Condominium prepared and certified by an independent certified public accountant. The cost of preparing and distributing each such report shall be borne by the Board of Managers as a Common Expense.

(C) The books of account and records of the Condominium may be examined by Unit Owners at convenient hours on weekdays.

## ARTICLE 6 COMMON CHARGES

### Section 6.1 Determination of Common Expenses & Fixing of Common Charges.

(A) From time to time, but not less frequently than once a year, the Board of Managers shall: (i) prepare and adopt a budget for the Condominium, subject, in all respects, to the limitations set forth in Section 2.5 hereof; (ii) determine the aggregate amount of Common Charges necessary to be charged to the Unit Owners in order to meet the Common Expenses; and (iii) allocate and assess such Common Charges among the Unit Owners pro-rata, in accordance with their respective Common Interests. This allocation and assessment of Common Charges is based upon the exclusive use of Limited Common Elements by certain Unit Owners, in a manner different from common profits and expenses and is expressly authorized hereby in accordance with Section 339-m of the Real Property Law. The Board of Managers shall advise all Unit Owners promptly thereafter in writing of the amount of Common Charges payable by each of them and, not later than 10 days next preceding the date upon which the first installment of newly-determined Common Charges is due, shall furnish copies of the budget (in a reasonably itemized form) upon which such Common Charges are based to all Unit Owners and to their respective Permitted Mortgagees. The Board of Managers may, at its sole discretion, from time to time increase or decrease the amount of Common Charges allocated to the Units and payable by the Unit Owners and may modify its prior determination of the Common Expenses for any fiscal year so as to increase or decrease the amount of Common Charges payable for such fiscal year or portion thereof; however, no such revised determination of Common Expenses shall have a retroactive effect on the amount of Common Charges payable by Unit Owners for any period prior to the date of such now determination. Notwithstanding the foregoing, however, the Board of Managers shall not reduce the Common Charges payable during any year occurring within a



period when Sponsor owns Units having more than 50% of the Common Interests of all Units solely as a result of either reducing the number of employees of the Condominium below the number employed for the Property on the date of recording the Declaration, or eliminating or reducing any service or reducing the insurance coverage below that provided for the Property on such date, except with the concurrence of a majority of the members of the Board of Managers elected by Unit Owners other than Sponsor or its designee.

(B) The failure or delay of the Board of Managers to prepare or adopt a budget or to determine the Common Expenses for any fiscal year or portion thereof shall not be deemed a waiver or modification in any respect of the covenants and provisions hereof or a release of any Unit Owner from the obligation to pay Common Charges. In such event, the Common Charges that were computed on the basis of the Common Expenses last determined for any fiscal year or portion thereof shall continue thereafter to be the Common Charges Payable by the Unit Owners until a new determination of the Common Expenses shall be made.

(C) In addition to the foregoing duty to determine the amount of and assess Common Charges, the Board of Managers shall have the right, subject, in all respects, to the limitations contained in Section 2.5 hereof, to levy Special Assessments to meet the Common Expenses. All Special Assessments shall be levied against all Unit Owners in proportion to their respective Common Interest and may be payable either in one lump sum or in installments, as the Board of Managers shall determine, provided, however, that the Board of Managers shall give each Unit Owner not less than 15 days' written notice prior to the date upon which such Special Assessment, or the first installment thereof, shall be due and payable, which notice shall set forth, in reasonable detail, the nature and purposes thereof. The Board of Managers shall have all rights and remedies for the collection of Special Assessments as are provided herein for the collection of Common Charges (including, without limitation, the provisions of Section 6.4 hereof).

(D) The excess of all rents, profits and revenues derived from the rental or use of any space forming a part of, or included in, any Common Element remaining after deduction of all expenses incurred in connection with generating the same shall constitute income of the Unit Owners, and shall be collected on behalf of the Unit Owners by the Board of Managers and applied against the Common Expenses for the year in which collected. In the event that such net rents, profits and revenues, together with the Common Charges and any Special Assessments collected from the Unit Owners, for any year of

operation shall exceed the Common Expenses for such year, then such excess shall be applied by the Board of Managers against the Common Expenses for the next succeeding year(s) of operation, and no Unit Owner shall be entitled to a distribution of any portion of such excess unless the Board of Managers shall determine to distribute all or part of such excess to all Unit Owners pro-rata, in proportion to their respective Common Interest. Notwithstanding any provision contained in these By-Laws or in the Declaration to the contrary, however, in no event shall any rent, profit, or revenue derived from the rental or use of any space in any Buildings be deemed to be derived from the rental or use of any floor slabs, ceilings, or walls delineating or enclosing such space or the incidental use of any portion of any Common Elements appurtenant to such space.

#### Section 6.2 Payment of Common Charges.

(A) All Unit Owners (including Sponsor and Sponsor-designees with respect to Unsold Units, for so long as the same are owned thereby) shall be obligated to pay Common Charges and Special Assessments assessed by the Board of Managers pursuant to the terms of Section 5.1 thereof at such time or times (but not less than annually) as the Board of Managers shall determine. Unless otherwise determined by the Board of Managers, Common Charges shall be payable in installments on the first day of every month in advance. To the extent permitted by Law, the Board of Managers shall have a lien on each Unit, on behalf of all Unit Owners, for unpaid Common Charges and Special Assessments assessed against such Unit. Such lien, however, shall be subordinate, to the extent required by Law, to any liens for real estate taxes assessed against such Unit and to any sums unpaid on a Permitted First Mortgage of record thereon.

(B) No Unit Owner shall be liable for the payment of any part of the Common Charges and any Special Assessments assessed against his or her Units subsequent to a sale, transfer, or other conveyance by his or her of such Unit, together with its Appurtenant Interests, made in compliance with the terms of Article 7 hereof. A purchaser or other successor-in-title to the owner of a Unit shall be liable for the payment of all Common Charges and any Special Assessments accrued and unpaid against such Unit prior to his or her acquisition thereof, except that, to the extent permitted by Law, a Permitted First Mortgage acquiring title to a mortgaged Unit or a purchaser at a mortgage foreclosure sale hold with respect to a Permitted First Mortgage shall not be liable. and such mortgaged Unit shall not be subject to a lien, for the payment of any Common Charges and Special Assessments assessed subsequent to the recording of such Permitted First Mortgage

and prior to the acquisition of title to such Unit by the Permitted First Mortgagee or by such purchaser. However, in the event of a foreclosure of a Permitted First Mortgage (whether by sale, deed in lieu of foreclosure, or otherwise), the defaulting Unit Owner shall remain fully liable for the payment of all unpaid Common Charges and Special Assessments that accrued prior to such foreclosure. Any unpaid Common Charges and Special Assessment that are not collected from such defaulting Unit Owner shall be deemed a Common Expense, collectible from all those who are Unit Owners at the time that the same is levied.

(C) Subject to the terms and conditions contained in these By-Laws, any Unit Owner may convey his or her Unit, together with its Appurtenant Interests, to the Board of Managers or to its designee, corporate or otherwise, on behalf of all Unit Owners, without being compensated therefore and, in such event, be exempt from the payment of Common Charges and Special Assessments thereafter accruing, provided, however, that: (i) all Common Charges and any Special Assessments then due and payable with respect to such Unit have been paid; (ii) such Unit is free and clear of all liens and encumbrances other than a Permitted First Mortgage and the statutory lien for unpaid Common Charges and Special Assessments; (iii) no violation of any provision of the Condominium Documents then exists with respect to such Unit and (iv) at the time of conveyance, and in the event that the Unit Owner shall deposit with the Board of Managers an amount equal to the product of the then current monthly debt service on the Permitted Mortgage multiplied by 24. However, in no event shall Sponsor or its designee be permitted to convey any Unsold Unit to the Board of Managers and thereby exempt itself from Common Charges and any Special Assessments attributable to such Unit thereafter accruing.

(D) No Unit Owner shall be exempted from liability for the payment of Common Charges or Special Assessments by waiving the use or enjoyment of any or all of the Common Elements or by abandoning his or her Unit (except with respect to a conveyance of the same to the Board of Managers, without compensation, pursuant to the terms of paragraph (c) hereof. Except as expressly provided to the contrary in paragraph (3) of Section 5.5 hereof, no Unit Owner shall be entitled to a diminution or abatement in the Common Charges or Special Assessments payable thereby for any inconvenience or discomfort arising from: (i) the failure or interruption of any utility or other services; (ii) the making of repairs or improvements to the Common Elements or any Unit (including, without limitation, such Unit Owner's Unit) pursuant to the terms of Section 5.1, 5.2 or 5.3 hereof; or (iii) any action taken by the Board of Managers or the officers of the Condominium to comply with Law.

(E) Notwithstanding anything to the contrary, until such time as Sponsor has substantially completed construction of all the Units and Common Elements, Sponsor's obligation to pay Common Charges and Special Assessments with respect to Unsold Units shall not exceed the amount by which the actual operating costs of the Condominium (including reserves authorized hereunder) shall exceed the sum of the Common Charges and Special Assessments levied on Unit owners (other than Sponsor).

Section 6.3 Statement of Common Charges. The Board of Managers shall promptly provide a written statement of all unpaid Common Charges due from any Unit Owner upon its receipt of a written request therefor from such Unit Owner. In addition, each Unit Owner shall be permitted to examine books of account of the Condominium at reasonable times on weekdays.

Section 6.4 Default in Payment of Common Charges.

(A) The Board of Managers shall take prompt action to collect any Common Charges due to the Board of Managers that remains unpaid for more than fifteen (15) days after the due date for the payment thereof. In connection therewith, the Board of Managers shall have the right to cause liens for all sums due and owing to the Board of Managers to be filed with the Register's Office pursuant to the terms of Section 399-s of the Condominium Act to cause such liens to be foreclosed in the manner provided in Section 399-aa of the Condominium Act and/or to institute all other proceedings necessary or desirable by the Board of Managers to recover all such unpaid Common Charges, together with all additional sums of money collectible by the Board of Managers by reason of such nonpayment pursuant to the terms of paragraph (B) hereof. A suit to recover a money judgment for unpaid Common Charges; however, shall be maintainable without foreclosing or waiving the lien securing such charges.

(B) In the event that any Unit Owner shall fail to make prompt payment of Common Charges or Special Assessments, such Unit Owner shall be obligated to pay each month a late charge of five (5) cents for each dollar of such amounts which remain unpaid for more than five days from their due date (although nothing herein shall be deemed to extend the period within which such amounts are to be paid), together with all costs and expenses paid or incurred by the Board of Managers, the Managing Agent, or the member(if any) in connection with collecting such unpaid Common Charges or Special Assessment with interest at the rate of two (2%) percent per month (but

in no event in excess of the maximum rate permitted by law) and/or in foreclosing the aforementioned lien, including, without limitation, reasonable attorneys' fees and disbursements and court costs. The late charge shall be imposed for each month that the Common Charges shall remain unpaid for any portion of the month. Notwithstanding the foregoing, the Sponsor, any Sponsor-designee and any partner of any entity affiliated directly or indirectly with Sponsor shall not be subject to the late charge. In addition, if the Board of Managers shall bring an action to foreclose the aforementioned lien, the defaulting Unit Owner will be required to pay a reasonable rental for the use of his or her Unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. All such late charges, interest, costs and expenses and rentals shall be added to and shall constitute Common Charges or Special Assessments payable by such Unit Owner.

(C) In any action brought by the Board of Managers to foreclose a lien on a Unit because of unpaid Common Charges, the Board of Managers shall have, on behalf of all Unit Owners, the power to purchase such Unit at the foreclosure sale thereof and to acquire, hold, lease, mortgage, convey, or otherwise deal with such Unit (but not to vote the votes appurtenant to the Unit). In the event that the net proceeds received on such foreclosure (after deduction of all legal fees and disbursements, advertising costs, brokerage commissions, court costs and other costs and expenses paid or incurred in connection therewith) shall be insufficient to satisfy the defaulting Unit Owner's obligations to the Condominium such Unit Owner shall remain liable for the deficit. Any surplus on such foreclosure sale shall be paid to the defaulting Unit Owner after first paying all liens on such Unit Owner's Unit in the order of priority of such liens.

## ARTICLE 7

### SELLING AND LEASING OF UNITS

Section 7.1 General. Subject to the terms of Section 7.5 hereof, no Unit Owner may sell or lease his or her Unit except in compliance with the applicable provisions of this Article 7. Any purported sale or lease consummated in default of the applicable terms hereof shall be voidable at the sole election of the Board of Managers, and, if the Board of Managers shall so elect, the selling or leasing Unit Owner shall be deemed to have authorized and empowered the Board of Managers to institute legal proceedings to eject the purported purchaser (in the event of an unauthorized sale) or to evict the purported tenant (in the event of an unauthorized leasing) in the name of the said Unit Owner as the owner or landlord, as

the case may be. The said Unit Owner shall reimburse the Board of Managers for all costs and expenses paid or incurred in connection with such proceedings, including, without limitation, reasonable attorneys' fees and disbursements and court costs.

Section 7.2 Right of First Refusal.

(A) Subject to the terms of Sections 7.5 and 7.9 hereof, any contract to sell a Unit together with its Appurtenant Interests and apportioned Limited Common Element, if any, and any lease of a Unit (hereinafter collectively referred to as a Sale or Lease Agreement) shall contain the following language: THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE HEREBY MADE EXPRESSLY SUBJECT TO THE RIGHTS, IF ANY, OF THE BOARD OF MANAGERS OR THE CONDOMINIUM WITH RESPECT TO THE TRANSACTION EMBODIED HEREIN PURSUANT TO THE TERMS OF SECTIONS 7.2 and 7.3 OF THE BY-LAWS OF THE SAID CONDOMINIUM, AS THE SAME MAY HAVE BEEN AMENDED. Promptly after any such contract of sale or lease shall be fully executed, the Unit Owner executing the same (hereinafter referred to as the Offeree Unit Owner) shall send written notice thereof to the Board of Managers by certified or registered mail, return receipt requested, which notice shall be accompanied by a fully executed, original counterpart of the contract of sale or the lease, as the case may be, containing all of the terms offered in good faith by the prospective purchaser or tenant (hereinafter referred to as the Outside Offeror).

(B) The sending of the notice referred to in paragraph (A) of this Section 7.2 shall constitute an offer by the Offeree Unit Owner to sell his or her Unit, together with its Appurtenant Interests and apportioned Limited Common Element, if any, and, or to lease his or her Unit, as the case may be, to the Board of Managers or to its designee, corporate or otherwise, on behalf of all Unit Owners, upon the same terms and conditions as are contained in such Sale or Lease Agreement, subject, however, to any variance therefrom provided in Section 7.3 hereof. The giving of such notice shall further constitute a representation and warranty by the Offeree Unit Owner to the Board of Managers, on behalf of all Unit Owners, that such Offeree Unit Owner believes the Sale or Lease Agreement to be bona fide in all respects. Thereafter, upon the written demand of the Board of Managers, the Offeree Unit Owner shall submit to the Board of Managers, in writing, such further information with respect to the Outside Offeror and the Sale or Lease Agreement as the Board of Managers may reasonably request.

(C) The Board of Managers may elect, by sending written notice thereof to the Offeree Unit owner by certified or registered mail not later than 15 business days after receipt of the notice referred to in paragraph (A) hereof together with such further information as may have been requested pursuant to the terms of paragraph (B) hereof, to purchase such Unit together with its Appurtenant Interests and apportioned Limited Common Element, if any, or to lease such Unit, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise) on behalf of all Unit Owners upon the same term and conditions as were contained in the Sale or Lease Agreement at and stated in the response(s) by the Offeree Unit Owner to any requests for additional information pursuant to the terms of paragraph (B) hereof. Notwithstanding anything to the contrary contained herein, however, the Board of Managers shall not exercise any option set forth in this Section 7.2 to purchase or lease any Unit without the prior approval of a Majority in Common Interests of Unit Owners.

### Section 7.3 Acceptance of Offer.

(A) In the event that the Board of Managers shall elect, within the time provided in Section 7.2 hereof, to purchase a Unit together with its Appurtenant Interests and apportioned Limited Common Element, if anyone to lease such Unit, or to cause the same to be purchased or leased by its designee, title shall close or a lease shall be executed, in either event in accordance with the terms of the Sale or Lease Agreement, at the office of the attorneys for the Condominium within 45 days after the day upon which the Board of Managers shall give notice of its election to accept such offer.

(B) If such Unit and its Appurtenant Interests and apportioned Limited Common Element, if any, are to be purchased by the Board of Managers or its designee on behalf of all Unit Owners, such purchase may be made from the funds deposited in the capital and/or expense accounts of the Condominium. If the funds in such accounts are insufficient to effectuate such purchase, the Board of Managers may levy a Special Assessment against each Unit Owner (other than the Offeree Unit Owner) in accordance with the terms of paragraph (C) of Section 6.1 hereof and/or the Board of Managers may, in its discretion, finance the acquisition of such Unit; provided, however, that no such financing may be secured by an encumbrance on or a hypothecation of any portion of the Property other than the Unit to be purchased together with its Appurtenant Interests and apportioned Limited Common Element, if any. In addition, if the Outside Offeror was to seem or to take title to the Unit subject to the Offeree Unit Owner's existing mortgage. or mortgages pursuant to the Sale or Lease

Agreement, the Board of Managers may purchase the Unit and assume or take title thereto subject to such mortgage or mortgages, as the case may be. At the closing of title, the Offeree Unit Owner shall convey the Unit, together with its Appurtenant Interests and apportioned Limited Common Element, if any, to the Board of Managers or to its designee, on behalf of all Unit Owners, by deed in the form required by Section 399-0 of Condominium Act with all tax and/or documentary stamps affixed at the expense of the Offerees Unit Owner who shall also pay all other transfer taxes, gains taxes and any other taxes arising out of such sale notwithstanding any terms of the Sale or Lease Agreement to the contrary. Real estate taxes (including water charges and sewer charges, if separately assessed), mortgage interest (if applicable) and Common Charges shall be apportioned between the Offeree Unit Owner and the Board of Managers or its designee as of the closing date, notwithstanding any terms of the Sale or Lease Agreement to the contrary. Thereafter, such Unit shall be held, so long as the same is owned by the Board of Managers or its designee, on behalf of all Unit Owners, as tenants-in-common, in proportion to their respective Common Interests, and all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit and the entire Property, as herein provided.

(C) In the event that such Unit is to be leased by the Board of Managers or its designee on behalf of all Unit Owners, the Offeree Unit Owner shall execute and deliver to the Board of managers or such designee a lease covering such Unit by and between the Offerees Unit Owner, as landlord, and the Board of Managers or such designee, as tenant. Such lease shall be in the then current form of apartment lease recommended by the Real Estate Board of New York, Inc., and shall contain all of the terms and conditions of the Sale or Lease Agreement not in conflict with such form of lease, including, without limitation, the rental and term provided for therein and shall comply with paragraph (C) of Section 7.4. Notwithstanding anything to the contrary set forth hereinabove or in the Sale or Lease Agreement, however, such lease shall expressly provide that the Board of Managers or such designee may enter into a sublease of the premises demised thereunder without consent of the landlord.

#### Section 7.4 Failure to Accept Offer.

(A) In the event that the Board of Managers shall fail to accept an offer made pursuant to the terms of Section 7.2 hereof within the time set forth in paragraph (C) thereof, the Offeree Unit Owner shall be free to consummate the transaction embodied in the Sale or Lease Agreement within one hundred and twenty days after (i) notice of refusal is sent to the Offeree



Unit Owner by the Board of Managers or (ii) the expiration of the period within which the Board of Managers or its designee might have accepted such offer, as the case may be. If the Offeree Unit Owner shall fail to consummate the transaction embodied in the Sale or Lease Agreement within such 120-day period, then, should the Offeree Unit Owner thereafter elect to sell such Unit together with its Appurtenant Interests and apportioned Limited Common Elements, if any or to lease such Unit, the Offeree Unit Owner shall be required again to comply with all of the terms and provisions of Sections 7.2, 7.3 and 7.4 hereof.

(B) Any deed of a Unit and its Appurtenant Interests and apportioned Limited Common Elements, if any to an Outside Offeror shall expressly provide that the acceptance thereof by the grantee shall constitute an assumption of all of the terms of the Condominium Documents, and, in the absence of such express language, the same shall be conclusively deemed to have been included therein.

(C) Each lease of a Unit to an Outside Offeror shall be in the then current form of apartment lease recommended by the Real Estate Board of New York, Inc., subject to such modifications as may be approved in writing by the Board of Managers. Notwithstanding the foregoing, however, each such lease shall be consistent with the Condominium Documents and shall expressly provide that:

(i) such lease may not be materially amended or modified, or extended without the prior written consent of the Board of Managers in each instance;

(ii). the tenant thereunder shall not assign his or her interest in such lease or sublet the premises demised thereunder or any part thereof without the prior written consent of the Board of Managers in each instance; and

(iii) the Board of Managers shall have the 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 (a) a default by the tenant in the performance of its obligations under such lease or (b) a foreclosure of the lien granted by Section 339-x of the Condominium Act.

#### Section 7.5 Termination of and Exceptions to The Right of First Refusal

(A) A certificate executed and acknowledged by the Secretary of the Condominium or the Managing Agent, stating that the provisions of Section 7.2 hereof have been met by a Unit Owner or that the right of first refusal provided for therein has been duly released or waived by the Board of Managers and that, as a result thereof, the rights of the Board of Managers thereunder have terminated, shall be conclusive upon the Board of Managers and all Unit Owners in favor of all persons who rely upon such certificate in good faith. After the due issuance of such a certificate, the Unit to which the same shall relate, together with its Appurtenant Interests and apportioned Limited Common Elements, if any may be sold, conveyed, or leased free and clear of the terms and conditions contained in Section 7.2 hereof. The Board of Managers shall furnish or cause the Managing Agent to furnish such certificate upon written request to any Unit Owner in respect to whom the provisions of Section 7.2 hereof have, in fact, been terminated. In no event, however, shall the right of first refusal described in Section 7.2 hereof be deemed released or waived by the Board of Managers (as opposed to satisfied pursuant to the express terms of Sections 7.2, 7.3 and 7.4 hereof) in the absence of a certificate that has been duly executed, acknowledged, and issued by the Board of Managers or the Managing Agent as aforesaid.

(B) The terms and conditions contained in Sections 7.2, 7.3 and 7.4 hereof shall not apply with respect to any sale, lease, or conveyance of a Unit, together with its Appurtenant Interests and apportioned Limited Common Elements, if any by:

(i) the Owner of such Unit either to any of his or her adult Family Members, to any combination of the same, or to a trust for the benefit of any of them or, with respect to a Unit Owner that is not an individual, or to any affiliate of such Owner. Notwithstanding anything to the contrary contained in subsection (B) above, the Owner shall comply with the notice requirements of Section 7.2(A);

(ii) Sponsor, any Sponsor-designee or any partner of any entity affiliated directly or indirectly with Sponsor;

(iii) the Board of Managers;

(iv) any proper officer conducting the sale of a Unit in connection with the foreclosure of a mortgage or

other lien covering such Unit or delivering a deed in lieu of such foreclosure; or

(v) any Permitted Mortgagee or his or her nominee, who has acquired title to any Unit at any foreclosure sale of his or her Permitted Mortgage or by deed in lieu thereof delivered in a bona fide transaction;

(vi) Owner of such Unit by gift, as a devise by will or through intestacy; provided, however, that each succeeding Unit owner shall be bound by, and his or her Unit shall continue to be subject to, all of the terms and conditions of this Article 7. The sale, lease or conveyance by any of the Persons described in this paragraph (B) shall be on such terms as such Persons shall determine and with respect to leasing, without limitation as to the rental to be charged therefor except such rents shall not be in violation of any applicable law.

Section 7.6 No Severance of Ownership No Unit Owner shall execute any deed or other instrument conveying title to his or her Unit without including therein its Appurtenant Interests or its apportioned Limited Common Element, if any, it being the intention to prevent any severance of such combined ownership. Any deed or other instrument purporting to affect one or more such interests shall be taken to include the interest or interests so omitted, even though the letter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests or its apportioned Limited Common Element, if any of any Unit may be sold, conveyed, or otherwise disposed of, except as part of a sale, conveyance, or other disposition of the Unit to which such interests are appurtenant and which such Limited Common Elements are included or as part of a sale, conveyance, or other disposition of such part of the Appurtenant Interests of all Units. Nothing contained in this Section 7.6, however, shall prohibit the lease of any Unit without the simultaneous lease of its Appurtenant Interests.

Section 7.7 Payment of Common Charges. No Unit Owner shall be permitted to convey or lease his or her Unit unless he or she shall have paid in full to the Board of Managers all unpaid Common Charges and Special Assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens, other than that of Permitted Mortgages, levied against such Unit.

Section 7.8 Power of Attorney. At the time of acquiring title to a Unit and as a condition thereof, the now Unit Owner shall duly execute, acknowledge and deliver to the representative of his or her title insurance company (or, if no such representative is present, to Sponsor or its designee, or, if Sponsor or its designee is not then the owner of any Unsold Unit, to the Board of Managers) for recording in the Register's Office, the Unit Owner's Power of Attorney required in Article 14 of the Declaration, in the form required by the Board of Managers.

Section 7.9 Gifts and Devises, Etc. Any Unit Owner shall be free to convey or transfer his or her Unit, together with its Appurtenant Interests and its apportioned Limited Common Element, if any, by gift, or to devise the same by will or to have the same pass by intestacy, without restriction, provided, however, that each succeeding Unit Owner shall be bound by, and his or her Unit shall be subject to, the provisions of this Article 7.

Section 7.10 Fees and Charges. The Board of Managers shall have the right to require the Offeree Unit Owner to pay a fee to the Board of Managers and/or the Managing Agent to cover reasonable expenses of the Board of Managers and the Managing Agent in connection with the sale or lease of a Unit pursuant to the provisions of this Article 7 except such charges and fees shall not apply to a sale or lease of any Unit by Sponsor, any Sponsor-designee or any partner of any entity affiliated directly or indirectly with Sponsor. Any other fees in connection with the sale or lease of a Unit may only be enacted by action of Unit Owners except any such fee shall not apply to a sale or lease of any Unit by Sponsor, any Sponsor-designee or any partner of any entity affiliated directly or indirectly with Sponsor.

## ARTICLE 8

### MORTGAGING OF UNITS

Section 8.1 General. Each Unit Owner shall have the right to mortgage his or her Unit, subject only to the terms and conditions contained in Section 8.2 hereof. Any Unit Owner who mortgages his or her unit, or the holder of such mortgage, shall supply the Board of Managers at its request with the name and address of his or her mortgagee and shall file a conformed copy of the note and mortgage with the Board of Managers. Any Unit Owner who satisfies a mortgage covering his or her Unit shall so notify the Board of Managers and shall file a conformed copy of the satisfaction of mortgage with the Board of Managers. The Secretary of the Condominium shall

maintain such information in a book entitled Mortgagees of Units.

#### Section 8.2 Restrictions on

(A) No Unit Owner shall be permitted to mortgage, pledge or hypothecate his or her Unit unless and until he or she shall have paid in full to the Board of Managers all unpaid Common Charges and Special Assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens, except the liens of Permitted Mortgages levied against such Unit.

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

(C) Any mortgage covering a Unit shall be substantially in the form of the New York statutory form of mortgage, except for such changes or additions thereto as may be required in order to permit a particular bank, trust company, insurance company, savings and loan association, or other institutional or non-institutional lender to make the mortgage loan.

Section 8.3 Notice of Unpaid Common Charges Default. Whenever requested in writing by a Permitted Mortgagee, the Board of Managers shall promptly report to such Permitted Mortgagee any default by his or her mortgagor(s) in the payment of Common Charges or Special Assessments or in the observance or performance of any of the provisions of the Condominium Documents as to which the Board of Managers has knowledge as then exists. The Board of Managers shall, when giving notice to a Unit Owner of any such default, also send a copy of such notice to his or her Permitted Mortgagee, if so requested. however, the Board of Managers shall have no liability for any failure, through oversight or negligence, in notifying a Permitted Mortgagee of any default by his or her mortgagor under the Condominium Documents. provided that (i) the Board of Managers shall advise such Permitted Mortgagee of the default promptly after discovering such failure and (ii) if the Board of Managers shall foreclose a lien on such mortgagor's Unit pursuant to the terms of Section 6.4 hereof by reason of such default, the Board of Managers shall pay to

such Permitted Mortgagee any net proceeds of any foreclosure sale of such Unit (after retaining all sums due and owing to the Board of Managers pursuant to the Condominium Documents) or such lesser sum as shall be due and owing to such Permitted Mortgagee.

Section 8.4 Performance by Permitted Mortgagees. Any sum of money to be paid or any act to be performed by a Unit Owner pursuant to the terms of the Condominium Documents may be paid or performed by his or her Permitted Mortgagee, and the Board of Managers shall accept such Permitted Mortgagee's payment or performance with the same force and effect as if the same were paid or performed by such Unit Owner.

Section 8.5 Examination of Books. Each Permitted mortgagee shall be permitted to examine the books of account of the Condominium at reasonable times on business days, but not more frequently than once a month.

Section 8.6 Consent of Mortgagees; Designation of Mortgage Representatives.

(A) Except as otherwise expressly provided for herein or in the Declaration, no consent or approval by any mortgages shall be required with respect to any determination or act of the Board of Managers or any Unit Owner, provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgages against his or her mortgagor. In the event that any such consent or approval shall be expressly required pursuant to the terms of the Declaration or those By-Laws, the decision of a majority of the Mortgage Representatives, if any are designated pursuant to the terms of paragraph (B) of this Section 8.6, shall be deemed binding upon the holders of all mortgages encumbering Units.

(B) The holders of Institutional Mortgages constituting a majority in principal amount of all Institutional Mortgages may, if they so elect, designate not more than three Mortgage Representatives by giving written notice thereof to the Board of Managers, which Mortgage Representatives shall thereby be empowered to act as the representatives of the holders of all mortgages encumbering Units with respect to any matter requiring the consent or approval of mortgagees under the Declaration of these By-Laws. Any designation of a Mortgage Representative pursuant to the terms of this paragraph (B) shall be effective until any successor Mortgage Representative is designated pursuant to the terms hereof and written notice thereof is given to the Board of Managers. Unless otherwise

required by Law, no holders of mortgages encumbering Units other than Permitted Mortgagees who hold Institutional Mortgages shall be entitled to participate in the designation of Mortgage Representatives, but all holders of mortgages encumbering Units shall be subject to all determinations made by the Mortgage Representatives pursuant to the terms of the Declaration or these By-Laws.

## ARTICLE 9

### CERTAIN REMEDIES

Section 9.1 Self Help. If any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on his or her part to be observed or performed including, without limitation, any breach of his or her obligation to paint, decorate, maintain, repair, or replace his or her Unit or its appurtenant Limited Common Elements pursuant to the terms of Article 5 hereof, and shall fail to cure such violation or breach within five days after receipt of written notice of the same from the Board of Managers, the Managing Agent, or any manager (or, with respect to any violation or breach of the same not reasonably susceptible to cure within such period, to commence such cure within such five-day period and, thereafter, to prosecute such cure with due diligence to completion), the Board of Managers shall have the right to enter such Unit Owner's Unit and/or its appurtenant Limited Common elements and summarily to abate, remove, or cure such violation or breach without thereby being deemed guilty or liable in any manner of trespass. In addition, in the event that the Board of Managers shall determine that the abatement, removal, or cure of any such violation or breach is immediately necessary for the preservation or safety of a Building or the Property or for the safety of the occupants of a Building or the Property or other individuals or is required to avoid the suspension of any necessary service in a Buildings or to the Property, the Board of Managers may take such action immediately, without prior notice and without allowing the said Unit Owner any period of time within which to cure or to a notice to cure such violation or breach.

Section 9.2 Abatement and Enjoinment.

(A) In the event that any Unit Owner shall violate or breach any of the provisions of the Condominium Documents on his or her part to be observed or performed, the Board of Managers shall have the right to enjoin, abate, or remedy the continuance or repetition of any such violation or breach by appropriate proceedings brought either at law or in equity.

(B) The violation or breach of any of the terms of the Condominium documents with respect to any rights, easements, privileges, or licenses granted to Sponsor or its designee shall give to Sponsor or such designee the right to enjoin, abate, or remedy the continuation or repetition of any such violation or breach by appropriate proceedings brought either at law or in equity.

Section 9.3 Remedies Cumulative. The remedies specifically granted to the Board of Managers or to Sponsor or its designee in this Article 9 or elsewhere in the Condominium Documents shall be cumulative, shall be in addition to all other remedies obtainable at law or in equity and may be exercised at one time or at different times, concurrently or in any order, in the sole discretion of the Board of Managers or Sponsor or such designee, as the case may be. Further, the exercise of any remedy shall not operate as a waiver, or preclude the exercise, of any other remedy.

Section 9.4 Costs and Expenses. All sums of money expended, and all costs and expenses incurred, by (i) the Board of Managers in connection with the abatement, enjoinder, removal, or cure of any violation, breach, or default committed by a Unit Owner pursuant to the terms of Section 9.1 or paragraph (A) of Section 9.2 hereof or (ii) Sponsor in connection with any abatement, enjoinder, or remedy of any violation or breach of the Condominium documents pursuant to the terms of paragraph (B) of Section 9.2 hereof, shall be immediately payable by (a) in the event set forth in subparagraph (i) hereof, such Unit Owner to the Board of Managers or (b) in the event set forth in subparagraph (ii) hereof, the offending party (i.e., the Board of Managers or the Unit Owner) to Sponsor, which amount shall, in either event, bear interest (to be computed from the date expended) at the rate of two (2%) percent per month (but in no event in excess of the maximum rate chargeable to such Unit Owner pursuant to Law). All sums payable by a Unit Owner to the Board of Managers pursuant to the terms of this Section 9.4 shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

## ARTICLE 10

### ARBITRATION

Section 10.1 Procedure. Any matter permitted to be determined by arbitration pursuant to the terms of the Condominium Documents shall be submitted for resolution by a single arbitrator in a proceeding held in the City of New York in accordance with the then existing rules of the American Arbitration Association or any Successor organization thereto. In the event that the American Arbitration Association shall



not than be in existence and has no successor organization, any such arbitration shall be held in the City of New York before one arbitrator appointed, upon the application of any party, by any Justice of the highest court of appellate jurisdiction then located in the Kings County. The decision of the arbitrator so chosen shall be given within 10 days after his or her selection or appointment.

Section 10.2 Variation by Agreement. The parties to any dispute required or permitted to be resolved by arbitration pursuant to the terms of the Condominium Documents may, by written agreement, vary any of the terms of Section 10.1 hereof with respect to the arbitration of such dispute or may agree to resolve their dispute in any manner, including, without limitation, the manner set forth in Section 3031 of the New York Civil Practice Law and Rules and known as "New York Simplified Procedure for Court Determination of Disputes".

Section 10.3 Binding Effect. The decision in any arbitration conducted pursuant to the terms of Sections 10.1 and 10.2 hereof shall be binding upon all of the parties thereto and may be entered in any court of appropriate jurisdiction. Notwithstanding the foregoing, however, any arbitration held pursuant to the terms of the Condominium Documents with respect to a matter that arose prior to the first annual meeting of all Unit Owners held pursuant to the terms of Section 4.1 hereof shall be non-binding.

Section 10.4 Costs and Expenses.

(A) The fees, costs and expenses of the arbitrator shall be borne by the losing party in the arbitration or, if the position of neither party to the dispute shall be substantially upheld by the arbitrator, such fees, costs and expenses shall be borne equally by the disputants. Each disputant shall also bear the fees and expenses of his or her counsel and expert witnesses.

(B) All costs and expenses paid or incurred by the Board of Managers in connection with any arbitration held hereunder, including without limitation, the fees and expenses of counsel and expert witnesses, shall constitute Common Expenses.

## ARTICLE 11

### NOTICES

Section-11.1 General. All notices required or desired to be given hereunder shall be sent by registered or certified mail, return receipt requested, postage prepaid addressed:

(i) if to the Board of Managers, to the Board of Managers at its principal office as set forth in Section 1.5 hereof, with a photocopy sent to the Managing Agent (if any) at its principal office address as aforesaid;

(ii) if to a Unit Owner other than Sponsor or its designee, to such Unit owner at his or her address at the Property;

(iii). if to Sponsor or its designee, to Sponsor or such designee, with a copy to Thomas E. Berinato, Esq., 123-40 83rd Avenue, Suite 1D, Kew Gardens, N.Y. 11415; or

(iv) if to a Permitted Mortgagee, to such Permitted Mortgagee at its latest address designated in writing to the Board of Managers.

Any of the foregoing parties may change the address to which notices are to be sent, or may designate additional addresses for the giving of notice, by sending written notice to the other parties as aforesaid. All notices sent pursuant to the term of this Section 11.1 shall be deemed given when deposited in a United States Postal Service depository located in the State of New York enclosed in a sealed, postage prepaid wrapper, provided, however, that notices of change of address, notices designating additional addresses and notices deposited in a United States Postal Service depository located outside of the State of New York shall be deemed to have been given when received.

Section 11.2 Waiver of Service of Notice. Whenever any notice is required to be given by Law or pursuant to the terms of the Condominium Documents, a waiver thereof in writing, signed by the Person or Persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

## ARTICLE 12

### AMENDMENT TO BY-LAWS

Section 12.1 General.

(A) Subject to the terms of paragraph (B) hereof and subject, further, to any provisions contained in the Declaration or these By-Laws with respect to any amendments (hereinafter referred to as "Special Amendments") affecting or in favor of Sponsor or its designee, any Unsold Unit(a), and/or any Permitted Mortgagee, any provision of these By-Laws may be amended, modified, added to, or deleted by the affirmative vote of not less than 66 2/3% in number and aggregate Common Interests or all Unit Owners either taken at a duly constituted meeting thereof or given in writing without a meeting as provided in Section 4.10 hereof. Each duly adopted amendment, modification, addition, or deletion hereof or hereto shall be effectuated in an instrument executed and recorded in the County Clerk's Office by or on behalf of the Board of Managers an attorney-in-fact of all Unit Owner, which power-of-attorney shall be deemed irrevocable and coupled with an interest. Attached to each such instrument shall be an original, executed Secretary's Certification, certifying that the requisite number and percentage of Unit Owners approved the amendment, modification, addition, or deletion set forth therein either at a duly constituted meeting of Unit Owners or in writing without a meeting pursuant to the terms of Section 4.10 hereof, in which Secretary's Certification there shall be described the number and percentage of Unit Owners approving the same and, if voted at a meeting, the date, time and place of such meeting. to such amendment, modification, addition, or deletion shall be effective unless and until such an instrument shall be duly recorded in the County Clerk's Office.

(B) Notwithstanding anything to the contrary contained in paragraph (A) hereof, but still subject to any provision contained in the Declaration or these By-Laws with respect to Special Amendments:

the provisions of the By-Laws relating to the Use Of Units or the Common Interest appurtenant to or Common Interest allocated to any Unit, as set forth in the Declaration, shall not be altered without the consent of the Unit Owner thereof, except as otherwise provided in paragraph (E) of Section 5.5 hereof; no amendment, modification, addition, or deletion agreed to pursuant to the terms of paragraph (A) hereof shall be effective without the prior written consent of the Mortgage Representatives, if any, provided, however, that no such consent shall be unreasonably withheld or delayed; and

(iii) the terms of Section 5.7 hereof may not be amended, modified, added to, or deleted (in addition to the consent, if required, of the Mortgage Representatives as provided above) without the consent of more than eighty percent in number and in aggregate Common Interests of all Unit Owners affected

thereby shall approve such amendment, modification, addition, or deletion in writing.

#### Section 12.2 Special

(A) Any amendment, modification, addition, or deletion of or to any of the provisions of these By-Laws that, pursuant to the terms of the Declaration or these By-Laws, may be effected by Sponsor or its designee without the consent of the Board of Managers or the Unit Owners shall be embodied in an instrument executed and recorded in the County Clerk's Office by Sponsor or such designee as attorney-in-fact of both the Board of Managers and all Unit owners, which power-of-attorney shall be deemed to be irrevocable and coupled with an interest. Attached to each such instrument shall be an original, executed Certification by Sponsor or such designee, certifying that the amendment, modification, addition, or deletion set forth therein was effectuated by Sponsor or such designee pursuant to the terms of the Declaration and/or these By-Laws, in which Certification there shall be set forth in the Article and/or Section of the Declaration or these By-Laws pursuant to which the same was effectuated. No such amendment, modification, addition, or deletion shall be effective unless and until such an instrument shall be duly recorded in the County Clerk's Office.

(B) Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition, or deletion of or to these By-Laws or the Rules and Regulations of the Condominium shall be effective in any respect against Sponsor or Sponsor-designee, any Unsold Unit or the holder of any present or future mortgage, pledge, lien, or security agreement covering any Unsold Unit, unless and until Sponsor, Sponsor-designee and/or such holder (as the case may be) shall consent to the same in writing.

(C) Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition or deletion of or to Section 5.4 or 5.5, paragraph (B) of Section 6.2, subparagraph (iv) or (v) of paragraph (B) of Section 7.5, or Article 8 hereof shall be effective with respect to the holder of any Permitted Mortgage theretofore made unless and until such Permitted Mortgagee shall have given its written consent thereto.

### ARTICLE 13

#### FURTHER ASSURANCES

Section 13.1 General. Any Person that is subject to the terms of these By-Laws, whether such Person is a Unit Owner, a lessee or subleasee of a Unit Owner, an occupant of a Unit, a member of the Board of Managers, an officer of the Condominium, or otherwise, shall, at the expense of any other Person requesting the same, execute, acknowledge and deliver to such other Person such instruments, in addition to those specifically provided for herein, and take such other action as such other Person may reasonably request in order either to effectuate the provisions of these By-Laws or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

Section 13.2 Failure to Refusal to Act.

(A) If any Unit Owner or other Person that is subject to the terms of these By-Laws fails to execute, acknowledge, or deliver any instrument, or fails or refuses, within ten days after request therefor, to take any action that such Unit Owner or Person is required to deliver or to take pursuant to these By-Laws, then the Board of Managers is hereby authorized, as attorney-in-fact for such Unit Owner or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner or other Person, and such document or action shall be binding on such Unit Owner or other Person.

(B) If the Board of Managers, any Unit Owner, or other Person that is subject to the terms of these By-Laws fails to make or deliver any instrument, or fails or refuses, within ten days after request therefor, to take any action that the Board of Managers, such Unit Owner, or Person is required to execute, acknowledge and deliver or to take pursuant to these By-Laws at the request of Sponsor, then Sponsor is hereby authorized, as attorney-in-fact for the Board of Managers, such Unit Owner, or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the \_\_\_\_\_ of the Board of Managers, such Unit Owner, or other Person, and such document or action shall be binding on the Board of Managers, such Unit Owner, or other Person.

**ARTICLE 14**  
**Miscellaneous**

Section 14.1 Inspection of Documents. Copies of the Declaration, these By-Laws, the Rules and Regulations and the

Typical Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Board of Managers and shall be available for inspection by Unit Owners and their authorized agents during reasonable business hours.

Section 14.2 Waiver. No provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches that may occur.

Section 14.3 Conflicts. In the event that any provision of these By-Laws or of the Rules and Regulations shall be construed to be inconsistent with any provision of the Declaration or of the Condominium Act, the provision contained in the Declaration or in the Condominium Act shall control.

Section 14.4 Severability. If any provision of these By-Laws is invalid or unenforceable as against any Person or under certain circumstances, the remainder of these By-Laws and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of these By-Laws shall, except as otherwise provided herein, be valid and enforced to the fullest extent provided by Law.

Section 14.5 Successors and Assigns. The rights and/or obligations of Sponsor as set forth herein shall inure to the benefit of, and shall be binding upon, any successor or assigns of Sponsor or, with the consent of Sponsor, any transferee of all of the then Unsold Units.

Section 14.6 Gender. A reference in these By-Laws to any one gender, masculine, feminine, or neuter, includes the other two, and the singular includes the plural, and vice-versa, unless the context otherwise requires.

Section 14.7 Captions. The index hereof and the captions herein inserted are included only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of those By-Laws or the intent of any provision hereof.

Section 14.8 Real Estate Tax Assessments. Real estate tax assessments against each Unit may be appealed by the owner of such Unit. The Board of Managers, may, at its option, appeal the real estate assessments against one or more Units.

Section 14.9 Qualifications of Managers:After the initial Sponsor control period, a Majority of the board of managers must be owner occupants or members of an owner occupant's household who are unrelated to the sponsor or its principals.

**Addendum to the By-Laws of  
The Condominium of the  
Premises Known as  
THE RIVER RIDGE CONDOMINIUM  
78 Ridge Street, New York  
RULES AND REGULATIONS**

1. The Units may be used only for private residential use, except that a Unit Owner may use a portion of his or her Unit for any home occupation use, including as a professional office, permitted under the then existing Certificate of Occupancy covering such Unit, applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction. In the event that any Unit shall be used for home occupation or professional purposes in conformance with the Declaration and the By-Laws, no patients, clients, or other invitees shall be permitted to wait in any lobby, public hallway, or vestibule. No illuminated or other sign may be used in connection with the aforementioned use without the prior written consent of the Board of Managers. Except as set forth above, 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.

2. No "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising shall be maintained or permitted in any Unit or adjoining Common Elements, nor shall any Unit be rented for transient, hotel or motel purposes. Notwithstanding the foregoing, Sponsor and Sponsor-designees reserve the right to place "For Sale", "For Rent", "For Lease, or similar signs on any unoccupied Units or Unsold Units.

Notwithstanding the foregoing, Sponsor and Sponsor-designees also shall have the right to place "For Sale", "For Rent", "For Lease" or similar signs on or in the vicinity of the Buildings. Additionally, as previously set forth, Sponsor, and its designees, reserves the right to maintain and staff one or more vacant and Unsold Units as a sales office and/or model Unit.

3. No window guards or other window decorations shall be used in or about any Unit, except such as shall have been



approved in writing by the Board of Managers or the Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any exterior glass surfaces of any windows at the Property be colored or painted.

4. No exterior shades, window guards, awnings, ventilators, fans or air-conditioning devices or units shall be used or installed in or about any Unit without the prior written approval of the Board of Managers, which approval may be granted or refused in the sole discretion of the Board of Managers nor shall anything be projected out of any window of any Unit without similar approval.

5. No radio or television aerial shall be attached to or hung by a Unit Owner from the exterior of the Buildings without written approval of the Board of Managers and nothing shall be projected from any window of a Unit without approval in writing by the Board of Managers or the Managing Agent. Upon request of any Unit Owner, The Board of Managers shall allow the installation of any hook up necessary to provide cable television service to the Units.

6. No Unit Owner shall be allowed to put his or her name on any entry to the Buildings or entrance to any Unit, except in the proper places approved by the Board of Managers for such purposes. Except as otherwise provided in the Condominium Documents, 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 without prior written approval of the Board of Managers, nor shall anything be projected out of any window of the Buildings without similar prior written approval.

7. No exterior of any Unit or the windows or doors thereof or any other portions of the Common Elements shall be painted or decorated by any Owner in any manner. No exterior walls adjacent to the patios shall be painted except as approved by the Board of Managers.

8. Plantings on any patio 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 patio 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 patio, but shall stand on supports at least two inches above such 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. Unit Owners may not remove nor permit to be removed any existing trees on the patios.

9. Each Unit Owner shall keep his or her Unit and its appurtenant Limited Common Elements in a good state of preservation, condition, repair and cleanliness.

10. No fences or permanent barriers are permitted on the patios.

11. No lockable gates where there are fences are allowed in order to permit egress through the patios and maintenance of the Common Elements by the Superintendent.

12. A Unit Owner with the exclusive right to a patio may not use the patio for cooking except for occasional barbecues.

13. The area of the patio beneath the fire escapes drop ladder shall be clear of any objects at all times.

14. All garbage and refuse from the Buildings shall be deposited with care in plastic bags or other suitable receptacles intended for such purpose and placed in the garbage receptacles which have been provided by the Condominium.

15. No clothes, sheets, blankets, laundry, or other articles of any kind shall be hung or shaken from any doors, windows, fire escapes or backyards, or placed upon the window sills, of the Buildings, and no Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom. Any laundry line installed in the patios shall not interfere with or hinder the exit passage at the gates in the patios.

16. Unit Owners shall be permitted to keep animals as pets provided that any pet does not interfere with the use and enjoyment of the Property or any Buildings by the other Unit owners. In no event shall dogs or cats be permitted in any of

the public portions of the Property unless carried or on a leash. Each Unit Owner who keeps an animal in his or her Unit shall indemnify the Board of Managers and hold it harmless against any loss or liability of any kind or character whatsoever arising from or as a result of having an animal in the Buildings. Notwithstanding the foregoing, the Board of Managers shall have the right to limit the number of animals kept by a Unit Owner or to prohibit an animal, which the Board of Managers determines to be interfering with the use and enjoyment of the Property or Buildings by the other Unit Owners. Animals shall not be kept and perishable goods shall not be stored on the patios.

17. No unlawful use shall be made of the Property or any part thereof, and all valid law, 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.

18. No Unit shall be used or occupied in such manner as to constitute a nuisance and no immoral activity shall be committed or permitted to occur in or about any Unit or upon any part of the Common Elements.

19. No Unit Owner shall make cause or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his or her Unit or its appurtenant Limited Common Elements or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No construction, repair work, or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction repair work is necessitated by an emergency. No Unit Owner shall, make, cause or permit any loud music, noise or bright lights in the patios which may interfere with the rights, comforts or conveniences of the other Unit Owners or neighbors to the Buildings.

20. All damage to the Buildings 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 articles

21. Any damage to the Buildings or equipment caused by Unit Owners, Unit Owners' Family Members, their guests, visitors,

clients, patients or employees shall be repaired at the expense of the said Unit Owner.

22. No Unit Owner or any Unit Owner's family member, visitor, guest patient, employee or any client of a Unit owner shall be allowed in the heating, electrical or mechanical equipment areas (unless contained in the Units) without the express permission of the Board of Managers.

23. 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.

24. No Unit Owner shall use or permit to be brought into a Building any inflammable oils or fluids such as gasoline, kerosene, naptha, benzine, or other explosives or articles deemed extra hazardous to life, limb, or property without in each case obtaining the prior written consent of the Board of Managers.

25. 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. No part of the Common Elements shall be used for general storage purposes, unless specifically designated for such use by the Board of Managers.

26. The sidewalks, entrances, passages public halls, vestibules, corridors and stairways appurtenant to the Property shall not be obstructed or used for any purpose other than ingress to and egress from the Units. No vehicle belonging to a Unit Owner, to a Family Member of a Unit Owner, or to a guest, tenant, subtenant, licensee, invitee, employee, or agent of a Unit Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to, or exit from the Buildings by another vehicle.

27. No personal articles (including, but not limited to, garbage cans, bottles or mats) and no furniture, artwork, equipment or doormats shall be placed or stored in Common Elements. No Unit Owner shall change or alter in any way the design, layout, color scheme or furnishings in Common Elements. No objects of any kind shall be placed below the drop ladders of the fire escapes at any time.

28. The Board of Managers or the Managing Agent may, from time to time, curtail or relocate any portion of the Common Elements devoted to storage, recreation, or service purposes in the Building.

29. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance of the Buildings, or the contents thereof, without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements that will result in the cancellation of or increase in premiums for insurance on the Buildings, or the contents thereof, or that would be in violation of any Law.

30. Water-closets and other water apparatus in the Buildings shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, paper ashes or any other article shall be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus shall be repaired and paid for by the Unit Owner causing such damage.

31. Sponsor or its designee, 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.

32. The agents of the Board of Managers or the Managing Agent, and any contractor or workman authorized by the Board of Managers or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least one day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate all such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

33. The Board of Managers or the Managing Agent shall retain a pass-key to each Unit. No Unit Owner shall change any lock on any door, leading into his or her Unit without the prior written consent of the Board of Managers. As a condition to obtaining such consent, the Unit Owner must provide the Board of Managers with a key to such changed lock-for their use. If a Unit Owner fails to provide the Board of Managers with all keys necessary to gain entrance to such Unit Owner's Unit,

promptly after such Unit owner moves into his or her Unit, then Sponsor shall be automatically released from any obligation it may have for correcting defects in or making repairs to such Unit. If Sponsor or the Board of Managers must gain access to a Unit for emergency purposes and a Unit Owner has not furnished a key to the Board of Managers as provided in this paragraph, then the affected Unit Owner shall be liable and responsible for any damage to the Common Elements or such Unit caused by Sponsor or the Board of Managers in gaining access to such Unit. Furthermore, if the Unit Owner is not personally present to open and to permit an entry to his or her 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 Board of Managers or the Managing Agent, then the 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 Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Unit Owner's property).

34. If any key or keys are entrusted by a Unit Owner, by any Family or member thereof, or by his or her agent, servant, employee, licensee, or visitor to an employee of the Condominium or of 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 of Managers nor the Managing Agent shall be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

35. No Unit Owner or other occupant of the Buildings shall use any employee of the Condominium or of the Managing Agent for private business or send any employee of the Condominium or of the Managing Agent out of the Buildings on any private business without the written consent of the Board of Managers except as a real estate broker for the sale or lease of a Unit.

36. Any consent or approval given under those Rules and Regulations may be amended, modified or added to 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.

37. Complaints regarding the management of the Buildings and grounds or regarding the actions of other Unit Owners shall be made in writing to the Board of Managers.

38. The Rules and Regulations govern the use of the Units and Limited Common Elements and may be amended from time to time by the Board of Managers. All complaints shall be made only to the Board of Managers, which alone may enforce the Rules and Regulations, and the Board of Managers may waive in its sole and absolute discretion any violation hereof.

EXHIBIT A-1

**CERTIFICATION OF SPONSOR AND**  
**SPONSOR'S PRINCIPAL PURSUANT TO**  
**SEC. 20.4(b) OF THE REGULATIONS**  
**ISSUED PURSUANT TO GENERAL BUSINESS LAW,**  
**ARTICLE 23-A AS AMENDED**

New York State Department of Law  
120 Broadway, 23rd Floor  
New York, NY 10271

Attention: Real Estate Financing Bureau

RE: The River Ridge Condominium  
78 Ridge Street  
New York, NY 10002

Dear Sir/Madam:

The undersigned certifies as follows:

We are the sponsor and the principals of Sponsor of the Condominium Offering Plan for the captioned property.

We understand that we have the primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Department of Law in Part 20 and such other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that documents submitted hereinafter by us to 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;

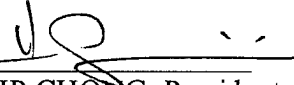


- (iii) not omit any material fact;
- (iv) not contain any untrue statement of a material fact;
- (v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;
- (vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by the 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 representations or statements 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)

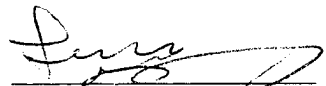
EAST SOHO CORP.

By:   
PHILIP CHONG, President

(PRINCIPAL)

  
PHILIP CHONG

Sworn to before me this  
(6<sup>th</sup>) day of July, 2007

  
Notary Public

LAIYIN L. LI  
Commissioner of Deeds, City of New York  
No. 2 -1 2 3 6 1  
Certificate filed in New York County  
Commission Expires April 1, 2008

**EXHIBIT A-2**

**CERTIFICATE OF ENGINEER**

**PURSUANT TO SECTION 20.2 (c) (5) (i) (A-2)  
OF THE REGULATIONS ISSUED  
PURSUANT TO GENERAL BUSINESS LAW,  
ARTICLE 23-A, AS AMENDED**

New York State Department of Law  
120 Broadway, 23<sup>rd</sup> Floor  
New York, New York 10271

Attention: Real Estate Financing Bureau

RE: The River Ridge Condominium  
78 Ridge Street  
New York, NY 10002

Dear Sir/Madam:

The Sponsor of the offering plan for the condominium ownership of the captioned property retained our firm to prepare a report describing the construction of the property (the "Report"). We examined the building plans and specifications which we, H2 Consulting, prepared, and which are dated and prepared the Report dated ; a copy of which is intended to be incorporated into the offering plan so that the prospective purchaser may rely on the Report.

I am a registered engineer in the State in which the property is located.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the Regulations promulgated by the Office of the Attorney General in Part 20 insofar as they are applicable to this 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. This certification is made for the benefit of all persons to whom this offer is made.

I certify that the Report:

- (i) sets forth in narrative form the description and/or 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 I examined;

- (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 construction is in accordance with the plans and specifications that I examined;
- (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, nor suppression;
- (vi) does not contain any promise nor representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (vii) does not contain any representation nor statement which is false, where I: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; nor (d) did not have knowledge concerning the representation or statement made.

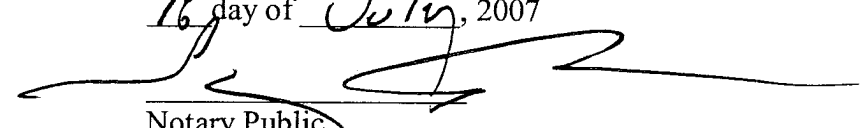
I further certify that I am not owned or controlled by and have no beneficial interest in the sponsor and that my compensation for preparing this Report is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

This certificate is made under penalty of perjury for the benefit of all persons to whom this offer is made.

H2 Consulting, P.E., P.C.

  
Harry H. Hong, P.E.

Sworn to before me this  
16 day of July, 2007

  
Notary Public

STANLEY TIROCHER  
Commissioner of Deeds  
City of New York • No. 4-3361  
Certificate Filed in New York County  
Commission Expires May 1, 2008

EXHIBIT A-3

**CERTIFICATION OF EXPERT**  
**PURSUANT TO SECTION 20.4(d) and 22.2(c) (3) (i) (c) OF THE**  
**REGULATIONS ISSUED PURSUANT TO**  
**GENERAL BUSINESS LAW, ARTICLE 23-A**  
**AS AMENDED**

New York State Department of Law  
120 Broadway, 23rd Floor  
New York, New York 10271

Attention: Real Estate Financing Bureau

RE: The River Ridge Condominium  
78 Ridge Street, New York, NY 10002

Dear Sir/Madam:

The sponsor of the Condominium Offering Plan for the captioned property retained our firm to review Schedules B and B-1 containing projections of income and expenses for the first year of condominium operation. My experience in this field includes managing residential and commercial real estate in New York City since 1995 with Brooklyn and Queens, being primary arrears of concentration.

A representative list of other properties managed by the Managing Agent is as follows:

185 Canal Street, New York, N.Y. 10002 (33,000 sq. ft. office & retail space);  
125 Canal Street, New York, N.Y. 10002 (22,000 sq. ft. office & retail space);  
213/217 Grand Street, New York, N.Y. 10002 (office and retail space); 75  
East Broadway, New York, N.Y. 10002 (35,000 office and retail space).

We understand that we are 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 Schedules B and B-1.

We have reviewed the Schedule and investigated the facts set forth in the Schedule and the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

We certify that the projections in Schedule B and B-1 appear reasonable and adequate under existing circumstances and the projected income appears to be sufficient

to meet the anticipated operating expenses for the projected first year of condominium operation.

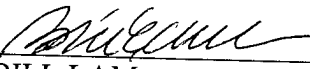
We certify that Schedule B does:

- (i) set 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 facts;
- (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) 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 representations or statements made.

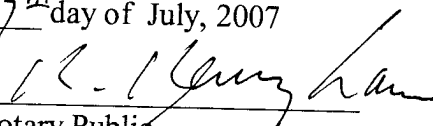
We further certify that we are not owned or controlled by the Sponsor. We understand that a copy of this Certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of condominium operation.

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.

LONGINES REALTY, INC.

By   
BILL LAM

Sworn to before me this  
17<sup>th</sup> day of July, 2007

  
Notary Public

Kwok Kaung Lam  
Notary Public, State of New York  
No. 03-4708920  
Qualified in New York County  
Commission Expires 12/31/2011