THIS PLAN HAS BEEN AMENDED

CONDOMINIUM OFFERING PLAN

THIS PLAN HAS BEEN AMENDED.
SEE INSIDE COVER FOR DETAILS.

BELVEDERE XXXII CONDOMINIUM

63 Jackson Street
Brooklyn, New York 11211

Total Purchase Price of Offering
8 Residential Units $4,498,000.00

SPONSOR

63 Jackson St., LLC
60-43 Maspeth Avenue
Maspeth, NY 11378

SELLING AGENT

Bridge Realty Servicing Group
60-43 Maspeth Avenue
Maspeth, NY 11378

Date of Acceptance of this Offering Plan: April 22, 2010

This Offering Plan may not be used more than one year after the date of acceptance, unless this Offering Plan is extended by amendment.

THIS OFFERING PLAN CONTAINS SPECIAL RISKS TO PURCHASERS. SEE PAGE 6. THIS OFFERING PLAN IS SPONSOR'S ENTIRE OFFER TO SELL THESE CONDOMINIUM UNITS. NEW YORK LAW REQUIRES SPONSOR TO DISCLOSE ALL MATERIAL INFORMATION IN THIS OFFERING PLAN AND TO FILE THIS OFFERING 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 OF LAW 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 OWNER-OCCUPANTS OR INVESTORS UNRELATED TO THE SPONSOR. 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.)

SECOND AMENDMENT

TO

CONDOMINIUM OFFERING PLAN

BELVEDERE XXXII CONDOMINIUM
63 JACKSON STREET
BROOKLYN, NEW YORK 11211

Dated: January 11, 2011

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Exhibits

EXHIBIT A: Schedule B- Budget for First Year of Condominium Operations with Certification of Budget Expert

EXHIBIT B: Schedule B-1: Individual Energy Costs

EXHIBIT C: Schedule A

SECOND AMENDMENT

TO

CONDOMINIUM OFFERING PLAN

INTRODUCTION

This Second Amendment modifies and supplements the terms of the Condominium Offering Plan for the premises known as the Belvedere XXXII Condominium ("Condominium") located at 63 Jackson Street, Brooklyn, New York 11211 dated April 22, 2010, ("Plan"), and should be read in conjunction with the Plan.

The terms of this Second Amendment are as follows:

1. ANTICIPATED FIRST YEAR OF CONDOMINIUM OPERATION

The Sponsor anticipates that the first year of Condominium Operations will begin in January of 2011. The language of the Offering Plan had initially anticipated such year to begin in July of 2010. All references to the Sponsor's anticipated date for the commencement of the first year of Condominium Operations in the Offering Plan shall now be read to mean January 1, 2011.

2. SCHEDULE B- FIRST YEAR'S BUDGET

Annexed hereto, as Exhibit "A" is Schedule B, an updated budget for the Condominium's first year, which will cover the period from January 1, 2011 though December 31, 2011. Also included within Exhibit A is the Certification of the Budget Expert.

Annexed hereto, as "Exhibit B" is a revised Schedule B-1: Individual Energy Costs, with supporting documents.

3. SCHEDULE A

Annexed hereto, as "Exhibit C" is a revised Schedule A, which has been modified in accordance with the new budget.

4. **DEFINITIONS**

Any term used in this Amendment not otherwise defined herein shall have the same meaning ascribed to it in the Plan.

5. **NO MATERIAL CHANGES**

Except as set forth in this Amendment, there have been no material changes of facts or circumstances affecting the Property or the offering. There are presently no lawsuits, administrative proceedings or other proceedings that may affect the offering, property, rights of the Unit owners, sponsor's capacity to perform all of its obligations under the plan, the condominium, or the operation of the condominium.

6. **FINANCIAL DISCLOSURES**

The Sponsor is current on all financial obligations relating to the Condominium.

7. **INCORPORATION OF PLAN**

The Plan, as modified and supplemented by this Amendment, is incorporated herein by reference with the same effect as if set forth at length.

8. **EXTENSION OF PLAN**

This Amendment extends the term of the Plan six (6) months.

SPONSOR:

63 JACKSON ST., LLC

EXHIBIT A

Schedule B- Budget for First Year of Condominium Operations
with
Certification of Budget Expert

SCHEDULE B
PROPOSED BUDGET FOR
CONDOMINIUM OPERATION OF
63 JACKSON CONDOMINIUM
(January 1, 2011 to December 31, 2011)

INCOME	
Common Charges (Note 1)	$23,352.52
Total Projected Income	$23,352.52
EXPENSES	
Salaries and Wages (Note 2)	$ 8,006.45
Electricity (Note 3)	$ 700.59
Water & Sewer (Note 4)	$ 3,290.00
Repairs, Maintenance and Supplies (Note 5)	$ 1,600.00
Insurance (Note 6)	$ 3,411.43
Management (Note 7)	$ 2,300.00
Legal and Auditing (Note 8)	$ 1,400.00
Contingency (Note 9)	$ 308.80
Reserve Fund (10)	$ 2,335.25
Total (Note 11)	$23,352.52

FOOTNOTES TO SCHEDULE B

1. Common Charges (Budget - $23,352.52)

The amount of the Common Charges is the estimated income needed to pay the Common Expenses attributable to the Common Elements. The Common Charges are derived by multiplying the Common Expenses attributable to the Units by their respective total Common Interest.

2. Salaries and Wages (Budget - $8,006.45)

There will be one (1) Porter who will be available two (2) hours four (4) days per week. The Porter will be a non-union employee. The Porter's base hourly wage will be $15.50 per hour. The proposed hourly figure exceeds New York State minimum hourly wage. The Porter will be in charge of trash removal, common area cleaning, snow removal, minor maintenance tasks such as changing light bulbs and service usually performed by a porter. Other, more substantial repairs will be performed by outside contractors. The cost attributed to the Porter includes all withholding taxes, vacation and sick benefits, required payroll taxes, more particularly defined as follows:

Salary $6,448.00 (8 hours per week, 52 weeks per year, at the rate of $15.50 per hour)

Workers' Compensation $644.80
Disability insurance $100.00
State unemployment insurance $264.37
Federal unemployment insurance $56.00
Social security $399.78
Medicare tax $93.50

Total payroll taxes and benefits: $1,558.45. The proposed level of staffing complies with the applicable law. However, purchasers are advised that there is no legal requirement for a Porter or superintendent for a building of this size, and that the Unit Owners may, in the future, elect to discontinue the services of the Porter and perform the duties themselves.

3. Electricity (Budget - $700.59)

Heat will be provided to the Common Areas by an electrical unit. The budgeted figure represents projected consumption cost of electricity of approximately 5,730 KWH per year at the current rate of 11.23 cents per KWH and includes sales tax rate of 8.875%. Current inflation factor is 0.031 cents.

All units will be separately metered for heat, water and electricity. Each Unit Owner will pay the charges directly to the provider as and when bill for electricity furnished to his or her Unit as measured by each separate meter. Unit costs will be based upon current tariffs, now $6.76 per 100 cubic feet of usage.

The utility rates are largely affected by increases in the price of fuel paid by utility company, among other factors. The cost of fuel is largely influenced by the charge for foreign fuel oil, which is the principal source of fuel oil used in this section of the United States.

4. Water and Sewer (Budget - $3,290.00)

Water for individual Unit use is supplied by the City of New York. Water supply will be master metered for all units. Charges for sewer use are proportional to the metered water consumption and will be allocated by the City of New York accordingly. The budgeted figure is based upon the estimated residential use multiplied by the current rates charged by the City of New York of $6.76 per 100 cubic feet of usage.

5. Repairs, Maintenance and Supplies (Budget - $1,600.00)

The budgeted figure for these items include the cost of normal maintenance, decoration and painting to the Common Elements. Each Unit Owner will be responsible for the cost of maintenance, repairs, decoration, painting and appliances for his or her respective Unit.

The budgeted figure represents the estimated annual cost of maintaining and repairing

roofing, interior walls, exterior repairs, heating systems, plumbing, electrical work, exterminating, ground maintenance, janitor supplies and painting of common areas.

6. Insurance (Budget - $3,411.43)

The following insurance coverage will be maintained covering the Condominium for the first year of Condominium operation, and will be obtained from Tower Insurance Company of New York, 120 Broadway, New York, NY 10271. Sponsor has received assurance from an insurance expert, Peter Mellides of The Keats Agency, that this amount is ample coverage and the policy is adequate.

Items Covered	Coverage Amount Limit	Deductible
Replacement Cost Coverage	$1,400,000.00	$5,000.00
Commercial General Liability		
Each Occurrence	$1,000,000.00	none
Personal and Advertising Injury	$1,000,000.00	none
Medical Expense (any one person)	$ 5,000.00	none
Damage to premises rented	$ 100,000.00	
Products Completed Operations	included	none
General Aggregate	$2,000,000.00	none
Equipment Breakdown	included	none

The estimated annual premium for the foregoing coverage is $3,411.43. It is not possible to predict future premiums. Although the projection is believed to be reasonable, no budget item is warranted.

Sponsor will deliver a fire and liability insurance binder or policy to the Board of Managers prior to or at the First Closing of a Unit. The insurance meets the requirements of any mortgage lender procured by Sponsor. The premium will be financed and Sponsor will pay the initial installment of the premium, for which Sponsor shall be reimbursed at the earlier of (i) one (1) year from and after the first closing, without interest or (ii) at the time of the closing of the last Unit. Thereafter, the cost for such binder or policy will be paid by the Board (and shared by all Unit Owners as a portion of Common Charges). The proposed insurance coverage satisfies the requirements of the management agreement described below. The terms of the all-risk policy will provide that such Unit Owner is an additional insured and that there will be no cancellation without notice to the Board of Managers and Unit Owners. The policy will waive subrogation, invalidity because of the acts of the insured and Unit Owners and any pro-rata reduction if additional Unit Owners obtain coverage.

Each Unit Owner should consider the desirability of obtaining additional insurance at his or her own expense covering (i) fire or casualty loss of the contents of his or her Unit and any replacements, additions, upgraded fixtures and improvements therein and (ii) liability for personal injury or Property damage as a result of occurrences in his or her Unit.

7. Management (Budget - $2,300.00)

At the first closing, the Board of Managers will enter into a management agreement with Belvedere Builders Consulting, LLC with an office at 610 Manhattan Avenue, Brooklyn, N.Y. 11222, for an initial term of one (1) year. The agreement will be renewed from year to year thereafter, unless terminated by either party upon sixty (60) days written notice of the other party. The Managing Agent may receive fees from Unit Owners (including the Board but excluding Sponsor, any principal of Sponsor, Sponsor's designee or other owner of an Unsold Unit) who sell or lease their Units. If engaged by the Board, the Managing Agent may receive additional commissions in accordance with its rates then in effect for leasing or selling Units owned by the Board or its designees. The managing agent listed herein is affiliated with the Sponsor. The proposed fee is listed herein is consistent with prevailing rates.

8. Legal and Auditing (Budget - $1,400.00)

Auditing fees in connection with the preparation of the financial statements for the Condominium's first year of operation will be $1,000.00. Legal fees are estimated to be $400.00 for the Condominium's first year of operation. These estimates are based on comparable services for similar condominiums of similar size and operation. Financial statements of the Condominium shall be audited as long as Sponsor is in control of the Board of Managers. The auditing fees include preparation of income tax returns.

9. Contingency (Budget - $308.80)

This item will provide a fund for possible increases in budgeted items or for unforeseen operating expenses. The budget may be modified from time-to-time prior to the commencement of or during the first year of operation, to adjust both income and expense items, in which event the amount of the budget for contingencies will be adjusted.

10. Reserve Fund (Budget - $2,335.25)

This budget item, roughly ten percent (10%) of the remainder of the budget is intended to provide sufficient funds for capital improvements many years in the future.

11. Total Estimated Expenses (Budget - $23,352.52)

The projections set forth in this budget assume that the first year of Condominium operation will cover the period from January 1, 2011 through December 31, 2011.

BALIS ZAMORA
REALTY SERVICES

122 Nassau Avenue Brooklyn, NY 11222 Phone 718-389-1422 Fax 718-383-6720

CERTIFICATION OF SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET

January 5, 2011

New York State Department of Law
Real Estate Financing Bureau
120 Broadway
New York, NY 10271

Re: Belvedere XXXII Condominium
63 Jackson Street
Brooklyn, NY 11211

The undersigned, a licensed real estate broker, certifies as follows:

The sponsor of the offering plan for the above captioned property retained me to review or prepare Schedule B and B1 containing projections of income and expenses for the first year of condominium operation. My experience in this field includes management, sales, and rentals of residential and commercial properties including Cooperatives and Condominiums. I have managed 5 buildings for over 6 years.

I am also active in the sale of cooperative and condominium apartments. I am licensed as a real estate broker in New York State.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to Schedule B and B1.

I have reviewed the Schedules and investigated the facts set forth in the Schedules and the facts underlying them with due diligence in order to form a basis for this certification. I have also relied on my experience in managing residential buildings.

I certify that the projections in Schedules B and B1 appear reasonable and adequate under existing circumstances, and the projected incomes appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operations.

I certify that the Schedules:

(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 fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where I:

(a) knew the truth

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

I further certify that I am not owed or controlled by the sponsor. I understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of condominium operation. This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

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

Keith W. Balis
Licensed Real Estate Broker

Sworn to before me this
5th of Jan ,2011

Phyllis Jordan
Notary Public

PHYLLIS JORDAN
Notary Public, State of New York
No. 01JO4981778
Qualified in Queens County
Commission Expires May 20, 2011

EXHIBIT B

Schedule B-1: Individual Energy Costs

SCHEDULE B-1

ELECTRICITY USAGE
(ESTIMATE)

Unit	Energy Usage	Cost of Energy per Month (Rate = 11.23 cents/KWH) (without sales tax)
1A	1380 KWH	$154.94
1B	1230 KWH	$138.13
2A	748 KWH	$84.00
2B	767 KWH	$86.13
3A	715 KWH	$80.29
3B	767 KWH	$86.13
4A	1070 KWH	$120.16
4B	1483 KWH	$166.54

GAS USAGE
(ESTIMATE)

Unit	Cost of Heating & Hot Water per Year (without sales tax)	Usage of Therm for Heating & Hot Water	Cooking Gas - Domestic Cost per Year (without sales tax)	Usage of Therm for Cooking Gas
1A	$1,062.00	1770	$240.00	400
1B	$1,011.00	1685	$240.00	400
2A	$594.00	990	$240.00	400
2B	$603.60	1006	$240.00	400
3A	$588.60	981	$240.00	400
3B	$603.60	1006	$240.00	400
4A	$858.00	1430	$240.00	400
4B	$1,092.00	1820	$240.00	400

SMITH ELECTRIC CORP.

22417 MERRICK BLVD

SPRINGFIELD GARDENS, NY 11413

TEL 347-426-5002 * FAX 718-712-4103

December 30, 2010

PROJECTION REGARDING ELECTRICITY USAGE
FOR 8 FAMILY CONDOMINIUM PROJECT LOCATED AT
63 JACKSON STREET, BROOKLYN, NY 11211

The main electrical services shall enter the building underground at Jackson Street. The service shall have the capacity of 400 amps at 208 volt, three phase panel. The electricity rate is 11.23 cents per KWH at the present time. The approximate usage for common area and service will be 5,730 KWH per year. Based on that year approximate cost for common area and service for the building will be $643.48 per year plus sales tax $57.11 per year which makes total cost of energy $700.59 per year.

Inflation factor is 0.031 cents. Sales tax is 8.8750%.

All units are separately metered for electricity and each unit owner will be responsible for the payment of all electricity furnished to their unit.

The typical apartment shall have approximately 15 – 24 circuits, including air conditioning, appliance circuits and general lighting circuits as required.

The approximate usage of energy for typical apartment will be 1020 KWH per month.

The approximate cost for energy for typical apartment will be $114.55 per month based on the rate 11.23 cents per KWH.

Sincerely,

Stephen Smith

Orbit Plumbing & Heating Inc
2341 Mc Donald Avenue
Brooklyn, NY 11223
TEL: 718/ 376-2666 FAX: 718/ 376-4910

December 30, 2010

RE: 8 Family House Located at

63 Jackson Street, Brooklyn, NY 11211

TO WHOM IT MAY CONCERN:

This is to certify that the cost of energy for an 8-unit building located at 63 Jackson Street, Brooklyn, NY 11211 is following: National Grid rate is $0.60 per therm. Thermal factor is 1.0178 and sales tax is 8.8750%.

APT. #	COST OF HEATING AND HOT WATER PER YEAR (W/O SALES TAXES)	USAGE OF THERM FOR HEATING AND HOT WATER	COOKING GAS (DOMESTIC COST PER YEAR W/O SALES TAX)	USAGE OF THERM FOR COOKING GAS
1A	$ 1,062.00	1770	$ 240.00	400
1B	$ 1,011.00	1685	$ 240.00	400
2A	$ 594.00	990	$ 240.00	400
2B	$ 603.60	1006	$ 240.00	400
3A	$ 588.60	981	$ 240.00	400
3B	$ 603.60	1006	$ 240.00	400
4A	$ 858.00	1430	$ 240.00	400
4B	$ 1,092.00	1820	$ 240.00	400

This estimate is based on maintaining a temperature of 70 degrees at the thermostat for 16 hours a day and 60 degrees for 8 hours as the night temperature. It does not include gas used for any other purpose than house heating and domestic usage. Furthermore, this estimate is based on existing conditions as recorded in the site plan and approved by Energy Consultant.

Sincerely,

John Knobloch

EXHIBIT C

Schedule A

BELVEDERE XXXII CONDOMINIUM
63 JACKSON STREET, BROOKLYN, NY 11211
SCHEDULE A
JANUARY 1, 2011 - DECEMBER 31, 2011

UNIT	NUMBER OF BATHROOMS	NUMBER OF BEDROOMS	AREA OF LIMITED COMMON ELEMENTS (SQ. FT.)	INTERIOR AREA (SQ. FT.)	OFFERING PRICE	% OF COMMON INTEREST	PROJECTED MONTHLY COMMON CHARGE	PRESENT MONTHLY REAL ESTATE TAXES W/ ABATEMENT 2009 / 2010	MONTHLY REAL ESTATE TAXES W/O ABATEMENT	ANNUAL REAL ESTATE TAXES W/ ABATEMENT 2009/2010	ANNUAL REAL ESTATE TAXES W/O ABATEMENT	TOTAL MONTHLY PROJECTED CARRYING CHARGES (1ST YEAR) W/ ABATEMENT	TOTAL MONTHLY PROJECTED CARRYING CHARGES (1ST YEAR) W/O ABATEMENT
1A	1.5	STUDIO	368 REAR YARD	1309	$ 549,000.00	12.20	$ 237.42	$ 14.04	$ 1,061.64	$ 168.48	$ 12,739.73	$ 251.46	$ 1,299.06
1B	1.5	1	368 REAR YARD 107 REAR PATIO	1197	$ 639,000.00	14.21	$ 276.53	$ 16.35	$ 1,236.55	$ 196.24	$ 14,838.65	$ 292.88	$ 1,513.08
2A	1	1	24 RECESS 31 STORAGE (CELLAR)	668	$ 399,000.00	8.87	$ 172.61	$ 10.21	$ 771.87	$ 122.50	$ 9,262.41	$ 182.82	$ 944.48
2B	1	1	30 STORAGE (CELLAR)	689	$ 419,000.00	9.31	$ 181.18	$ 10.71	$ 810.16	$ 128.57	$ 9,721.87	$ 191.89	$ 991.34
3A	1	1	75 BALCONY + 225 STORAGE 5' HIGH	636	$ 479,000.00	10.65	$ 207.25	$ 12.26	$ 926.76	$ 147.08	$ 11,121.16	$ 219.51	$ 1,134.01
3B	1	1	85 BALCONY +225 STORAGE 5' HIGH	689	$ 499,000.00	11.09	$ 215.81	$ 12.76	$ 965.05	$ 153.15	$ 11,580.62	$ 228.57	$ 1,180.86
4A	1	1	75 BALCONY + 333 ROOF DECK	990	$ 599,000.00	13.32	$ 259.21	$ 15.33	$ 1,159.11	$ 183.95	$ 13,909.28	$ 274.54	$ 1,418.32
4B	3	3	153 BALCONY/ ROOF DECK 4th FL + 160 BALCONY 5th FL + 400 BALCONY/ ROOF DECK Penthouse level + 23 BALCONY Penthouse level 65 BULKHEAD Penthouse 197 ROOF DECK / Roof level	1409	$ 915,000.00	20.35	$ 396.03	$ 23.42	$ 1,770.86	$ 281.03	$ 21,250.28	$ 419.45	$ 2,166.89
TOTAL				7587	$ 4,498,000.00	100.00	$ 1,946.04	$ 115.08	$ 8,702.00	$ 1,381.00	$ 104,424.00	$ 2,061.12	$ 10,648.04

*CELLARS, ATTICS, MEZZANINES, ROOF DECK AREA, BALCONIES AND RECREATIONAL AREAS USED IN CONJUNCTION WITH THE APARTMENTS MAY NOT BE USED AS BEDROOMS, AND MAY NOT BE RENTED.

FIRST AMENDMENT

TO

CONDOMINIUM OFFERING PLAN

BELVEDERE XXXII CONDOMINIUM
63 JACKSON STREET
BROOKLYN, NEW YORK 11211

Dated: October 25, 2010

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Exhibits

EXHIBIT A: Affidavit in Support of Declaring the Plan Effective

EXHIBIT B: Revised Condominium Report and Floor Plans

EXHIBIT C: Revised Schedule A & 339-i Letter

EXHIBIT D: Certificate of Occupancy

FIRST AMENDMENT

TO

CONDOMINIUM OFFERING PLAN

INTRODUCTION

This First Amendment modifies and supplements the terms of the Condominium Offering Plan for the premises known as the Belvedere XXXII Condominium ("Condominium") located at 63 Jackson Street, Brooklyn, New York 11211 dated April 22, 2010, ("Plan"), and should be read in conjunction with the Plan.

The terms of this First Amendment are as follows:

1. PLAN DECLARED EFFECTIVE

Sponsor hereby declares the Plan effective based upon the receipt and acceptance of two (2) Purchase Agreements from bona fide purchasers for more than 15% of the Residential Units offered for sale. A copy of the Sponsor's Affidavit in Support of Declaring the Plan Effective is annexed hereto as Exhibit A.

2. STORAGE AREA IN CELLAR

Two storage areas located in the cellar of the building are hereby designated to be Limited Common Elements of Units 2A and 2B. Said change is reflected in the Condominium Report and Floor Plans annexed hereto as Exhibit B. The square footage of said storage area serving as a Limited Common Element for Unit 2A shall be approximately 31 square feet. The square footage of said storage area serving as a Limited Common Element for Unit 2B shall be approximately 30 square feet.

Said changes are also reflected on a revised Schedule A, annexed hereto as Exhibit C.

3. CERTIFICATE OF OCCUPANCY

The Final Certificate of Occupancy was issued on September 21, 2010. (*See* Exhibit D)

4. **DEFINITIONS**

Any term used in this Amendment not otherwise defined herein shall have the same meaning ascribed to it in the Plan.

5. **NO MATERIAL CHANGES**

Except as set forth in this Amendment, there have been no material changes of facts or circumstances affecting the Property or the offering. There are presently no lawsuits, administrative proceedings or other proceedings that may affect the offering, property, rights of the Unit owners, sponsor's capacity to perform all of its obligations under the plan, the condominium, or the operation of the condominium.

6. **FINANCIAL DISCLOSURES**

The Sponsor is current on all financial obligations relating to the Condominium.

7. **INCORPORATION OF PLAN**

The Plan, as modified and supplemented by this Amendment, is incorporated herein by reference with the same effect as if set forth at length.

8. **EXTENSION OF PLAN**

This Amendment extends the term of the Plan six (6) months.

SPONSOR:

63 JACKSON ST., LLC

EXHIBIT A

Affidavit in Support of Declaring the Plan Effective

AFFIDAVIT IN SUPPORT OF DECLARING CONDOMINIUM OFFERING PLAN EFFECTIVE

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

The Undersigned, being duly sworn to, deposes and says:

1. 63 Jackson St., LLC ("Sponsor"), a limited liability company organized under the laws of the State of New York which is the sponsor of the Condominium Offering Plan ("Plan") for premises known as Belvedere XXXII Condominium and located at 63 Jackson Street, Brooklyn, New York 11211 ("Building").

2. The Plan is a new construction condominium plan promulgated pursuant to Section 352-e of the General Business Law and Part 20 of the Regulations. The Plan was accepted for filing by the Department of Law on April 22, 2010 under File No. CD09-0289.

3. The Plan is hereby declared effective based upon the receipt and acceptance of two (2) Purchase Agreements from bona fide purchasers which represents more than 15% of the Residential Units being offered for sale under the Plan.

4. All purchasers counted for purposes of declaring the Plan effective:

   (i.) are bona fide purchasers,
   (ii.) are not purchasing as an accommodation to, or for the account or benefit of, Sponsor or principals of Sponsor, and
   (iii.) have duly executed Purchase Agreements and have paid a deposit as required by 13 NYCRR Part 20 Sec. 20.3 (o)(1).

5. There are no material changes to the projected budget for the first year of condominium operation which have not been disclosed in the Plan, as amended.

6. No purchaser counted for purposes of declaring the Plan effective is Sponsor, selling agent or managing agent, or is a principal of Sponsor, selling agent or managing agent or who is related to Sponsor, selling agent or managing agent or to any principal of Sponsor, selling agent or managing agent by blood, marriage, or adoption or as an employee, a shareholder or a limited partner.

7. Annexed hereto is a Schedule of Units and Purchase Agreements which are being counted for purposes of declaring the Plan effective.

8. The undersigned hereby submits this Affidavit to the Department of Law in support of declaring the Plan effective and make the above statements knowing that the Department of Law will rely on such representations in order to accept for filing the effectiveness for the Building.

SPONSOR:
63 Jackson St., LLC

By: _____
Name: Ernesto Cuoco
Title: Member

Sworn to before me
this 28th day of September, 2010

_____
Notary Public

DAVID S. FITZHENRY
NOTARY PUBLIC-STATE OF NEW YORK
No. 02FI6188495
Qualified in New York County
My Commission Expires July 14, 2012

SCHEDULE OF UNITS AND PURCHASE AGREEMENTS
BELVEDERE XXXII CONDOMINIUM

UNIT	DATE OF PURCHASE AGREEMENT
Unit 2A	08/23/2010
Unit 2B	09/16/2010

EXHIBIT B

Revised Condominium Report
and Floor Plans

Architect's Report for Project:
63 Jackson Street
Brooklyn, NY 11211

Description of Property
and
Specification of Building Condition

September 20th, 2010
Wieslawa Jasiulewicz Majran
71-19 80th Street, Ste 8206
Glendale, NY 11385



STATE OF NEW YORK)

ss

COUNTY OF QUEENS)

Subscribed and sworn to before me
on this 22 day of SEPT., 2010

ANNA JASOWICZ
Notary Public, State of New York
No. 01JA6004215
Qualified in Queens County
Commission Expires Mar. 22, 2014

DESCRIPTION OF PROPERTY AND SPECIFICATIONS OF BUILDING CONDITIONS

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B. STATUS OF CONSTRUCTION

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CONDOMINIUM REPORT
63 Jackson Street
Brooklyn, NY 11211

A. LOCATION AND USE OF PROPERTY

The property is located in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows: commencing at the distant 150 feet East of the corner formed by the intersection of Jackson Street and Lorimer Street; running thence North 100 feet, parallel to Lorimer Street; thence East 25 feet, parallel to Jackson Street, running thence South 100 feet, parallel to Lorimer Street, thence West 25 feet, parallel to Jackson Street to the point of beginning.

1. Address: 63 Jackson Street Brooklyn, NY 11211.
2. Tax Block 2742, Lot 34.
3. The property lies in an R6 District as shown on map 13a of the Zoning Resolution of the City of New York.
4. The proposed Occupancy Group is Class J2 - Residential (apartment house) and Zoning Use Group – 2, as permitted As-of- Right in R6 District.

B. STATUS OF CONSTRUCTION

Under the current requirement of the New York City Building Code, the building has the following characteristics:

1. Occupancy Classification J-2.
2. Construction Classification I -D.
3. The Certificate of Occupancy will be obtained upon the completion of the work filed under New Building Application No 310070561 and approved by the NYC Departments of Buildings on April 26, 2008. The application was amended on 8/14/2008, on 3/13/2009, on 11/25/2009, on 01/29/2010 and 05/12/2010 .

C. SITE

1. Site Area: 2,500 sq. ft.
2. Existing Street:

The condition of the existing street is good. New sidewalk will be installed along the Jackson Street frontage of the site. The sidewalk will be of concrete with existing stone curb to meet the requirement of the New York City Department of Transportation.

a) On site area drains capture storm water and divert it to the City combine disposal system located in the street.
b) Street lighting is existing and maintained by NYC Department of Highway Traffic and Lighting.

3. There is no apparent danger of flooding.

D. UTILITIES

Electric power and natural gas is to be provided by Consolidated Edison Company New York, NY and National Grid. The sanitary system will be connected to the New York City sewer system. Application for site utilities connections will be made to the New York City Department of Environmental Protection. Each apartment is to be provided with separate electric meter and gas meter. Space heat and domestic hot water will be gas fired and separate metered.

E. SUB-SOIL CONDITIONS

Based on the boring test prepared by "D.K. Drilling of NY", dated 8/13/07, reddish brown silty sand with gravel and traces of clays silts from 10 to 12 feet below grade were found. Allowable soil bearing capacity at the depth of new foundation for the soil class of (8-65) 4,000 psf was used for spread footing design.
Bottom of foundation is located approx 11.0' below ground surface.
Problems with ground water are not anticipated.

F. LANDSCAPING AND ENCLOSURES

1. Trees.

Jackson Street frontage is planted with (1) tree. (at least 3" caliper)

2. Fencing.

6'-0" high vinyl fence will be provided around the perimeter of the property on the first floor backyard and metal railing (welded steel components, primed w/anti-rust primer and painted with 3 coats of corrosion resistant paint) between area of rear yards of Apt. #1A and Apt. #1B.

3. Window well of Apartment #1B will be of concrete slab. The retaining walls are of reinforced concrete walls.

G. BUILDING HEIGHT

a) The building height from the sidewalk to the top of the lower roof deck is approximately 45 feet in the four (4) story portion fronting Jackson Street and maximum building height is 55 feet (5) story (without the stair bulkhead). Maximum height of rear part of the building is 70'. Proposed height of rear part with penthouse is 64'-8'
b) There is no sub-subcellar.
c) There is no subcellar.
d) There is a cellar under the building. The cellar height from floor to underside ceiling is 9 feet.
e) Mechanical rooms are located in each apartment, Meter rooms are located in the cellar.
f) There are five floors, penthouse and cellar in the building.
g) The highest structure is the roof deck of the penthouse at an approximate height of 64.67 feet above the finished grade.
h) Parapet height is a minimum of 3'-6" above the finished roof.

H. OCCUPANCY

See schedule in section (W) of this report, Unit Information.

I. STRUCTURAL SYSTEM

The structure of the building will be composed of reinforced structural concrete foundations with concrete floors over metal decking. Steel beams, columns and steel decking will be fireproofed as per NYC Building Code. Formed openings in the floors where required by design. Shafts for the boiler vent pipe and ventilation will be composed of metal studs and gypsum boards assemblies (2 hr fire rated). The interior partitions will be of metal studs and gypsum boards on each side unless otherwise noted on plans.

1. Exterior of Building

a) Walls

Exterior walls will be composed of 4" brick over 10" CMU and stucco over 8" or 10" CMU. Exterior walls will be insulated with 1 ½ rigid insulation with a vapor barrier on the warm side. The interior of the exterior walls will be of 5/8" gypsum drywall supported on the studs. R-value of the exterior wall will be minimum R-11.

b) Windows

Windows and patio doors will be clad wood with insulated glass; double hung and awning manufactured by Pella Corporation. Window openings under 4'-0" are supported by steel lintels with painted steel and limestone sills. Joints between window and walls will be caulked and flashed. Windows furnished shall be certified as fully warranted against any defects in material or workmanship, under normal use and service, for a period of five years from date of fabrication.
There are no lot line windows within the building.

2. Parapets

Parapets are extensions of the exterior bearing wall and rise to a minimum height of 3'-6" above the finished roofs. They will be constructed of reinforced 8" CMU or approved metal stud with a stucco cornice and metal flashing that will be mechanically fastened. The coping will be of aluminum.

3. Chimneys and Caps

There are no chimneys.

4. Exterior Entrances

The building will have a single primary street entrance into building lobby. There will be a separate entrance and staircase to the cellar.

a) Exterior doors and frames will be hardwood or steel or aluminum and tempered glass.
b) Mailboxes will be aluminum front-loading type as approved by the U.S. Post Office.
c) Exterior lighting in the form of wall sconces will be provided for the main building entrances. The rear yard area, balconies and roof decks will be illuminated by wall-mounted fixtures.

5. Service Entrances

There are no service entrances. The only exterior access stairs will be for access to the cellar from the front of the building. The stairs will be constructed of metal and metal railing.

6. Roof and Roof Structures

a) Roof Type

- The roof is specified to meet requirements of Class "A" Roof as per Sec. RS 5-9 of B.C.
  - 4" concrete slab on steel deck, waterproofing membrane, two-ply APP 160 Modified Bitumen roofing membrane manufactured by "Firestone" Building Products, ASTM-D 6222-00 Type I Grade S.
  - Top of membrane will be covered with ChoiceDeck (Wood-Polymer Composite Lumber Product), manufactured by Advanced Environmental Recycling Technologies.
  - Deck boards must be installed with a minimum gap of $^{3}/_{16}$ inch between parallel boards and minimum $^{1}/_{8}$ inch space must be provided at each end.
- The roof is specified to be insulated from the ceiling of the 4th and 5th floor units and Penthouse with insulation value minimum R-25
- The roof is specified to be guaranteed for 10 years in accordance with the manufacturer's requirements for installation.
- Flashing material will be either 28-gauge stainless steel or 20-gauge aluminum sheet, as per manufacturer's recommendations.

b) Drains

i. The building will be drained by a combination of leaders and gutters, and by means of roof detention and controlled flow device.
ii. There will be drains on the main roofs with leaders and gutters at the bulkhead roofs and back roof wall
iii. Roof drains will be cast iron.

c) Bulkheads

Bulkheads will be constructed of 8" CMU wall with stucco on metal lath and rigid insulation.

d) Skylights

There is a plain glass skylight in galvanized frame with wire screen above and under placed over a public stairway as required by the New York City Building Code. The minimum 20 SF skylight will be provided with fixed or movable ventilators having a minimum open area of 144 sq.in.

e) Metal work at roof levels

Pursuant to the Code, the parapet height will be 3'-6" above finish material of the deck negating the need for metal work at roof levels.

7. Fire Escapes

There are no Fire Escapes in this project

8. Rear Yard

There is an average 25'x 30' yard on the rear of the building.
Planting appropriate for a rear yard (grass) will be provided.
There is no other building in a rear yard.

a) Drainage- drainage from the rear yard areaway will be by yard drain
b) Stairs- concrete stairs shall provide access to the rear yard from cellar of apartment #1A.
c) Fence - vinyl fencing will be provided around the perimeter of the property.

9. Interior Stairs

a) There will be non-combustible stairs for general egress in the building. A single staircase will run from the first floor to the roof of the building. Stair B will run from the sidewalk to the cellar level.
b) The buildings stair will be enclosed in 8" CMU wall, construction offering two-hour fire protection. The interior finish will be of the gypsum board and paint.
c) Egress stairs will be constructed of metal steps and railing.
d) There will be a 1 ½" diameter steel primed and painted pipe rail continuous on one side of the stair with painted steel balustrade.
e) Egress stair guardrails will be steel.
f) Egress stair balusters will be of steel.

10. Interior Doors and Frames

All doors within apartments are to be wood with wood frames.

a) The entrance doors to each apartment will be fire rated residential wood entrance doors and metal frames, self closing, provided with mortise locks and chains.
b) Doors and frames inside apartments are not required to be rated.
c) Stair hall door will be wood with metal frames, non-combustible and 1½ hour FPSC. This meets the required rating.
d) Closet doors will be wood doors.

11. Elevator

There are no elevators in this building. There is and Attic in front part of the building used in conjunction with the apartment below. At the rear part of the building there is triplex apartment located on 4th, 5th floors and on Penthouse. Front part of the building – attic; rear part – triplex apartment.

12. Balconies and Terraces

- There are seven balconies in conjunction with apartments: #3A, #3B, #4A, and #4B, four roof decks in conjunction with apartments: #4A and #4B and a recess area in conjunction with apartment #2A.
- Balconies are constructed of steel beams, concrete slab on steel deck and combustible material - ChoiceDeck® (Wood-Polymer Composite Lumber Product). Soffits are plastered and painted. Exterior railing – welded steel components, primed w / anti-rust primer and painted with 3 coats of corrosion resistant paint. All exterior metal are to be corrosion resistant.
- Doors are aluminum sliding door manufactured by "Pella" or similar.

J. AUXILLARY FACILITIES

1. Laundry Room

Each of the eight (8) apartments will provide a laundry room/area with connection for future installation of individual washers and dryers.

2. Refuse Disposal

a) There is no incinerator in this building.
b) A refuse area will be provided on the cellar level in front of the building.
c) Refuse removal will be provided by the City of New York two times per week.

K. PLUMBING AND DRAINAGE

1. Water Supply

Potable water shall be supplied via New York City public water system. The water piping shall be copper Type L. The water pressure will be obtained by means of the street pressure. The system shall maintain water pressure within code-required limits. Insulation – all hot and cold water pipes will be insulated with ½" thermacell insulation.

2. Fire Protection System

a) The building will be required to have a full wet sprinkler system.
b) The system will consist of concealed and/or exposed piping and heads throughout all floors and areas within the building.

c) Standard pendant sprinkler and concealed heads will be connected to a new 4" sprinkler main, provided in the cellar as required by New York City Building Code.

3. Sanitary Sewage System

a) Sanitary piping shall be no-hub cast iron.
b) A main house trap will handle all sewage to street grade.
c) Public sewer will be connected to the building.

4. Permit Required

Approval has been obtained from the New York City Department of Environmental Protection for 18" combined sewer on Jackson Street. Approval has also been granted for 4" fire and domestic water main from Jackson Street. Application will be filed with the NYC Department of Environmental Protection and work will be completed with tap letter provided by DEP.

5. Storm Drainage System

Storm water shall be collected by means of a series of roof-located drains and gutters and leaders disposed of into the public combined sanitary/storm water system. Details of sanitary and storm water system are as indicated on the plumbing drawings.

L. HEATING

The building shall be provided with new high efficiency, wall mounted gas boilers with built in indirect fired water heaters, located on each floor (seven apartments) Model PE 110 Prestige Excellence and for 4B apartment Model Solo 110 Prestige Excellence with storage tank, manufactured by TRIANGLE TUBE, rated 110,000 BTUs input modulation, AFUE 95%, DOE Heating Capacity MBH 99, NET I=B=R MBH 86. Water Volume Gal. 2.5 for built in water heaters and 50 Gal. capacity for storage tank.

Capacity of the boilers will be adequate for heating of all units. Each boiler to be separated by zone valve and control thermostat to be installed in each apartment. The heat will be transferred by the pumps to radiant floors

The hot water for each apartment will be circulated by means of circulation pumps and provided by same combo boilers.

They will be adequate for service all apartments. Domestic hot and cold water shall be distributed to each apartment by means of type "L" copper pipe distributing system. All hot water piping shall be insulated with fiberglass piping insulation with thickness as per NYS Engineering Conservation Code.

Boiler shall be provided with natural gas supplied by public utility, via schedule of 40 steel pipe distribution systems.

M. GAS SUPPLY

The building will be provided with gas service for cooking, heating and hot water for each apartment which is separately metered and heating and hot water via a master meter in the building. Piping material will be black iron schedule 40 pipe with malleable fittings.

N. AIR CONDITIONING

Each apartment will be provided with TRANE or similar ductless air conditioning system. This system will be adequate for cooling of each apartment (See plan for location).

Apt. 1A	This multi system provides up to 30,000 Btu/h of cooling. It contains TRANE air handler 4TEC3F30B1000AA (30,000 Btu/h) and TRANE condenser 4TTR3024A1000AA (24,800 Btu/h).
Apt. 1B	This multi system provides up to 30,000 Btu/h of cooling. It contains TRANE air handler 4TEC3F30B1000AA (30,000 Btu/h) and TRANE condenser 4TTR3024A1000AA (24,800 Btu/h).
Apt. 2A	This multi system provides up to 24,000 Btu/h of cooling. It contains TRANE air handler 4TEC024E1000 (24,000 Btu/h) and TRANE condenser 4TTR3024A1000AA (24,800 Btu/h).
Apt. 2B	This multi system provides up to 24,000 Btu/h of cooling. It contains TRANE air handler 4TEC024E1000 (24,000 Btu/h) and TRANE condenser 4TTR3024A1000AA (24,800 Btu/h).
Apt. 3A	This multi system provides up to 30,000 Btu/h of cooling. It contains TRANE air handler 4TEC3F30B1000AA (30,000 Btu/h) and TRANE condenser 4TTR3030A1000AA (30,000 Btu/h).
Apt. 3B	This multi system provides up to 30,000 Btu/h of cooling. It contains TRANE air handler 4TEC3F30B1000AA (30,000 Btu/h) and TRANE condenser 4TTR3030A1000AA (30,000 Btu/h).
Apt. 4A	This multi system provides up to 30,000 Btu/h of cooling. It contains TRANE air handler 4TEC3F30B1000AA (30,000 Btu/h) and TRANE condenser 4TTR3030A1000AA (30,000 Btu/h).
Apt. 4B	This multi system provides up to 30,000 Btu/h of cooling. It contains TRANE air handler 4TEC3F30B1000AA (30,000 Btu/h) and TRANE condenser 4TTR3030A1000AA (30,000 Btu/h). In addition it contains DAIKIN indoor ac unit FTXS12DVJU and DAIKIN condenser RX12FVJU.

O. VENTILATION

1. Each bathroom will be mechanically ventilated by a min 140 CFM.
2. The kitchens in all units will be mechanically ventilated by a min 100 CFM.
3. The entrance corridors except lobby (first floor) will be mechanically ventilated

P. ELECTRICAL SYSTEM

1. The main electrical services shall enter the building underground at Jackson Street. The service shall have the capacity of 400 amps at 208 volt, three phase panel. The wiring shall be protected by fused switches in accordance with the New York City Electrical Code. There shall be an electric meter area containing the electric meters for the apartment units in the building and a house meter. The typical apartment shall be served by 100 Amp 120/208 V single – phase panel.
2. The typical apartment shall have approximately *15-24* circuits, including air conditioning, appliance circuits and general lighting circuits as required. Each apartment to have a ceiling mounted entry light, and corridor lights, as required smoke detector in apartments as per NYC Code and convenience outlets in each room as required by NYC Electrical Code.
3. The building shall be equipped with an intercom system, with an intercom panel located at exterior entry door and in each apartment. The system is to be of the audio and video type.
4. The building is to be pre-wired with riser only for TV. Each apartment is to have one cable TV connection in the living room and bedrooms. The cable will end in a terminal box for future connection by cable TV Utility Company.
5. Public corridors shall be lit by means of PL13 energy efficient high hats.
6. Cellar areas to be lit by means of standard fluorescent industrial type exposed surface or recessed mounted lights.
7. Each unit shall have adequate electrical service and convenience outlets for current or modem usage.
8. AFCI and GFCI will be provided in each apartment.

Q. INTERCOMMUNICATION AND/OR DOOR SIGNAL SYSTEMS AND SECURITY CLOSED CIRCUIT TV/ALARMS

1. Provisions for cable TV hook-up to be provided.
2. Each unit will be wired with audio and video intercoms. The intercoms are to be mounted in the apartment, at the entrance to the building.

3. All apartments will be prewired only for future alarm system.

R. PUBLIC AREA

1. Lighting

All entrances to the buildings will be provided with a minimum of one light fixture in the form of wall sconces. The street entrance of the building has been provided with wall light fixtures. Lobbies will be provided with ceiling mounted recessed fixtures. All lighting levels will be designed in accordance with the NYC Building Code and Housing Maintenance Code. These fixtures will be wired to the building house meter. The lighting fixtures located on the rear yard, balconies and roof decks will be wired to the apartment's meters.

S. GARAGE AND PARKING AREAS

There will be no public parking spaces on the property.

T. RECREATION FACILITIES

Three roof decks are provided on the roofs of the building in conjunction with apartments #4A and #4B.
Around the perimeter of the building, roof decks are enclosed with 3'-6" height parapet wall. The wall lighting fixtures will be provided and wired to the apartment's meters. Top of the roof decks will be covered with ChoiceDeck® (Wood-Polymer Composite Lumber Product) as described on page 5: "Roof and Roof Structure".
Roof area shall be accessible at all times for all occupants of the building in case of emergency.

U. PERMITS AND CERTIFICATES

1. The certificate of Occupancy will be obtained upon the completion of the work, filed on 12/31/2007 and approved on 04/26/2008 under New Building Application No. 310070561, and amended on 8/14/2008, on 03/13/2009 , on 11/25/2009, On 01/29/2010 and 05/12/2010.
2. All necessary permits will be obtained and all the required inspections will be completed prior to obtaining certificate of occupancy.

V. VIOLATIONS

None

W. UNIT INFORMATION
Residential Units

Unit:	Description:	Approx. Sq. Ft.:
Apartment #1A	Studio Apartment; Living Room/Kitchenette/ Sleeping Area/Bathroom/ Mech. Room (1st Floor)	491
	Accessory use/Sauna/Powder Room/Laundry/ Drying Area/Wine Cellar (Cellar)	818
	Rear Yard	368
Apartment #1B	1BR; Living Room/Kitchenette/Dining/Bedroom Home Office Space/Bathroom/Mech. Room (1st Floor)	727
	Accessory Use/Sauna/Powder Room/Laundry/ (Cellar)	470
	Rear Yard	368
	Rear Patio	107
Apartment #2A	1BR; Living Room/Kitchenette/Dining/Bedroom Laundry/Mech. Room/Bathroom (2nd Floor)	668
	Recess (2nd Floor)	24
	Storage (Cellar)	31
Apartment #2B	1BR; Living Room/Kitchenette/Dining/Bedroom Laundry/Mech. Room/Bathroom (2nd Floor)	689
	Storage (Cellar)	30
Apartment #3A	1BR; Living Room/Kitchenette/Dining/Bedroom Laundry/Mech. Room/Bathroom (3rd Floor)	636
	Balcony	75
	Storage 5' high (Mezzanine)	(net) 225
Apartment #3B	1BR; Living Room/Kitchenette/Dining/Bedroom Laundry/Mech. Room/Bathroom (3rd Floor)	689
	Balcony	85
	Storage 5' high (Mezzanine)	(net) 225
Apartment #4A	1BR; Living Room/Kitchenette/Dining/Bedroom Bathroom/Laundry/Mech. Room (4th Floor)	649
	Balcony	75
	Attic (below 8') (5th Floor level)	(net) 341
	Roof Deck (5th Floor level)	333
Apartment #4B	3BR; Living Room/Kitchenette/Dining Bathroom (4th Floor)	627
	2 Bedroom/Bathroom/Laundry/Mech. Room (5th Floor)	575
	1 Bedroom/Bathroom (Penthouse)	207
	Bulkhead (Penthouse)	65
	Balcony/Roof Deck (4th Floor level)	153
	Balcony (5th Floor level)	160
	Balcony/Roof Deck (Penthouse level)	400
	Balcony (Penthouse level)	23
	Roof Deck (Roof level)	197

Commercial Units
There will be no commercial units on this property

1. Occupancy

There will be 8 residential apartments unit count (as per NYC Zoning Resolution).

2. Finish Schedule for Typical Apartment

SPACE	FLOOR	WALL	BASE	CEILING
Hall	WD	P	WD	P
Living Room	WD	P	WD	P
Bedroom	WD	P	WD	P
Kitchen	WD	P	WD	P
Bathroom	ST	ST/P	ST	P
Closet	WD	P	WD	P
Recreation Area	ST/CT	BRICK & P	WD	P
Sauna	WD	WD	-	WD
Closet	WD	P	WD	P

3. Bathroom Fixtures

Lavatory	Firefield Vanity Top Model#1300307190.008	or units of equivalent size and quality, or better
Water Closet	American Standard Model # 60691 V 5000	or units of equivalent size and quality, or better
Tub	Renaissance Whirlpool Model 5FTX32IN	or units of equivalent size and quality, or better
Washer/Electrical Dryer connection for future installation.		as selected by Unit Owner

4. Kitchen

Refrigerator	"SUMMIT" Model FF975SS – For Apt. # 1A only	
Refrigerator	G.E. Model GSS22SGRSS	or units of equivalent size and quality, or better
Range	G.E. Model JGBS23SEHSS	or units of equivalent size and quality, or better
Range Hood	contained in Microwave	or unit of equivalent size and quality, or better
Microwave (above range)	G.E. Model JVM1650SH	or unit of equivalent size and quality, or better
Dishwasher	G.E. Model GSD4060JSS	or unit of equivalent size and quality, or better
Sink	American Standard Model LC0240RB	or unit of equivalent size and quality, or better

Kitchen cabinets – custom made - finish plywood, granite counter

X. FINISH SCHEDULE OF COMMON AREAS

Space	Floor	Wall	Ceiling
Stairs	CONC & P & CT	P	P
Street Lobby	ST & CT	ST&P	P

ABBREVIATIONS FOR FINISHES

BR	BRICK
CT	CERAMIC TILE
CONC	CONCRETE
P	PAINT
ST	STONE/GRANITE/MARBLE
WD	HARD WOOD (white oak ¾ thick over ¾ plywood underlayment)

Y. SAFETY AND WARNING DEVICES

1. Apartment Smoke Detection System

Each apartment will contain a smoke detectors combined with carbon monoxide detectors located in the vicinity of the bedrooms and hallways. The detectors will be wired to a 120-volt local power supply and self-contained their own sounding device.

Z. ADDITIONAL INFORMATION

Design of Units

Each residential unit will consist of the area measured horizontally from the exterior line of the exterior wall or of the glass (perimeter mechanical pipes are not deducted) to the centerline of the partitions separating the unit from the corridors, stairs, and other mechanical equipment spaces. Each residential unit will consist of the area measured vertically from the top of the rough floor to the underside of the rough ceiling. All Unit dimensions comply with plans approved by Department of Buildings on April 26, 2008 under Application #310070561. Last amendment to the plans was approved by Department of Buildings on May 12, 2010.

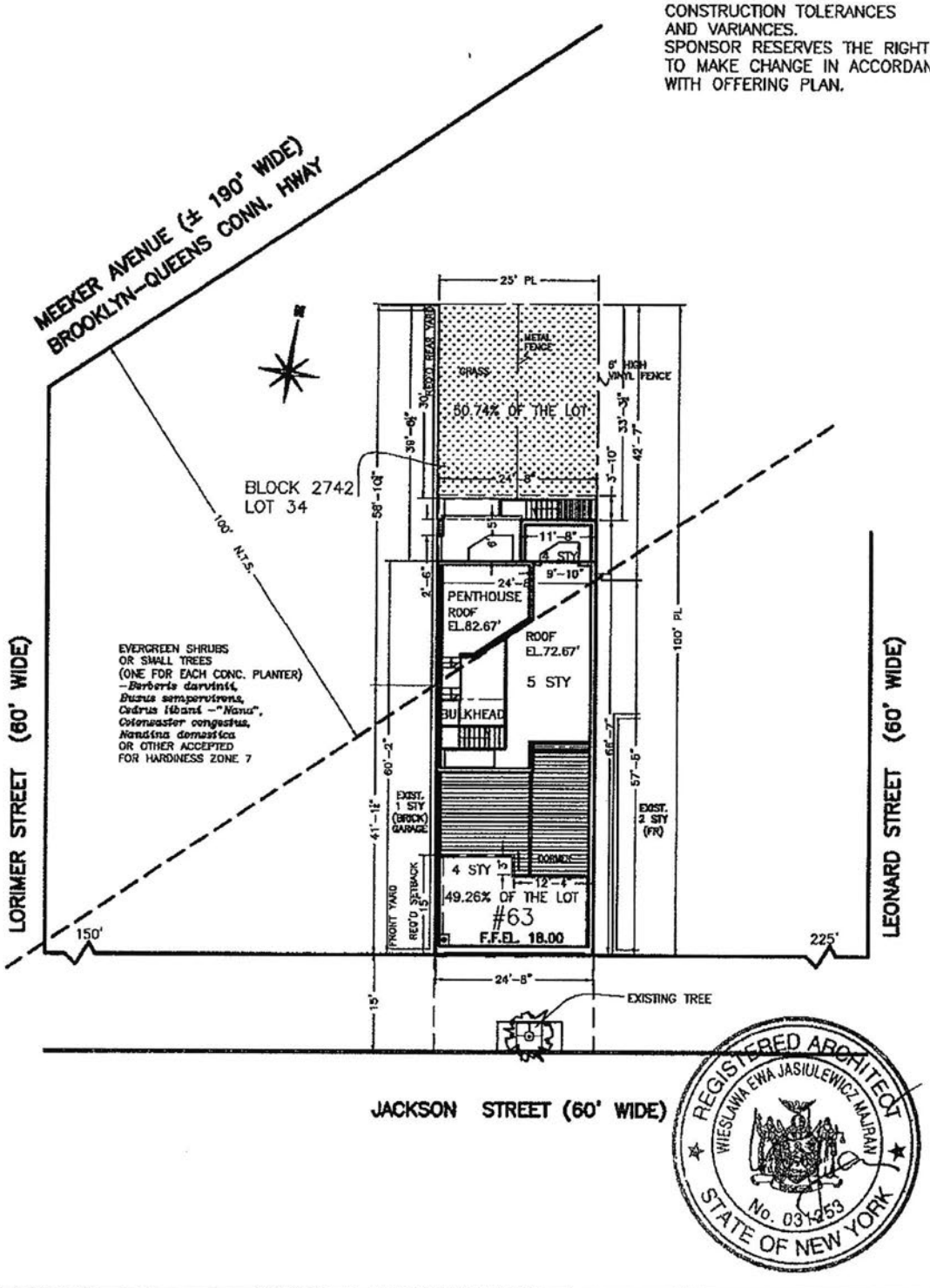
AA. ASBESTOS Not Applicable

BB. LEAD-BASED PAINT Not Applicable

CC. No further developments under current zoning

DD. Wiktor Wasilewski, PE (License #68511) has been entrusted to perform controlled inspection required for this project. Contact information: 265 Cabrini Blvd. New York, NY 10040. Tel. 212.795.6438

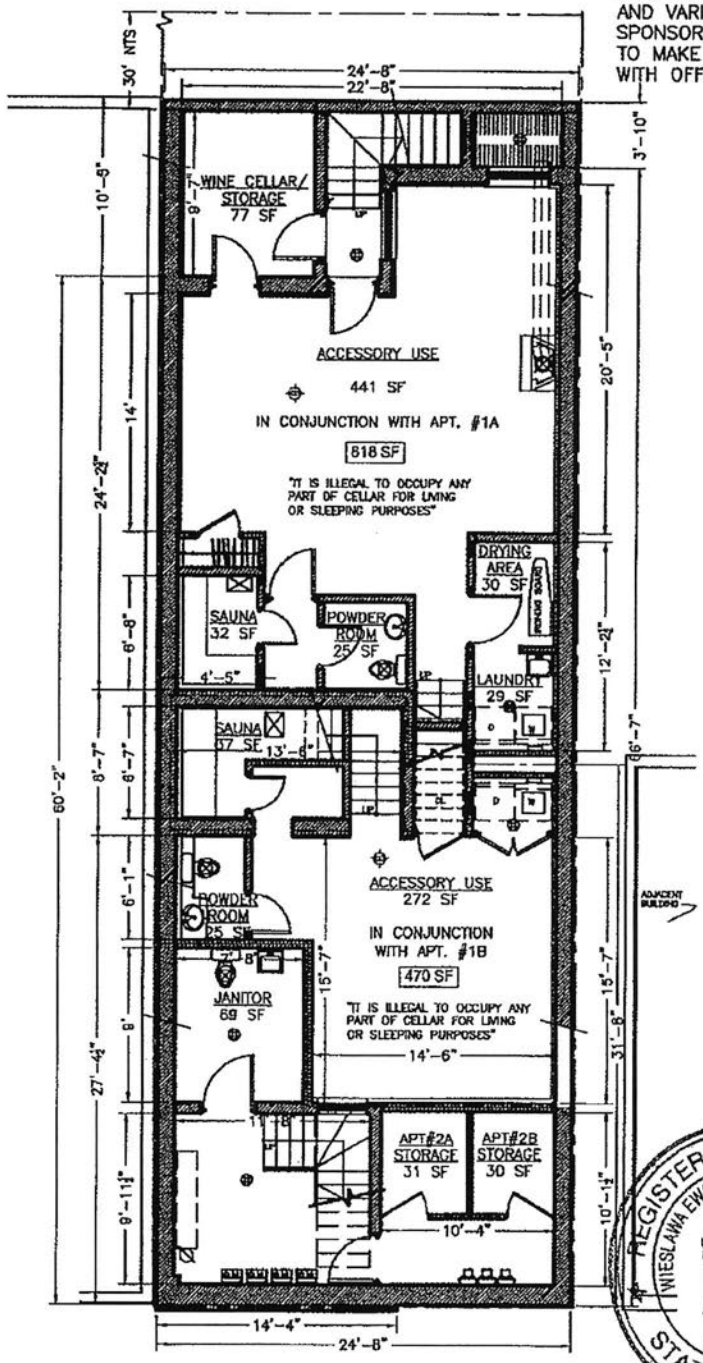
ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGE IN ACCORDANCE WITH OFFERING PLAN.



REGISTERED ARCHITECT
WIESLAWA EWA JASIULEWICZ MAJRAN
No. 031353
STATE OF NEW YORK

" BELVEDERE XXXII " CONDOMINIUM - SITE PLAN 63 JACKSON STREET, BROOKLYN, NY 11222	
DATE: SEPTEMBER 20, 2010	1/16" = 1'-0"
	1 OF 10

ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGE IN ACCORDANCE WITH OFFERING PLAN.



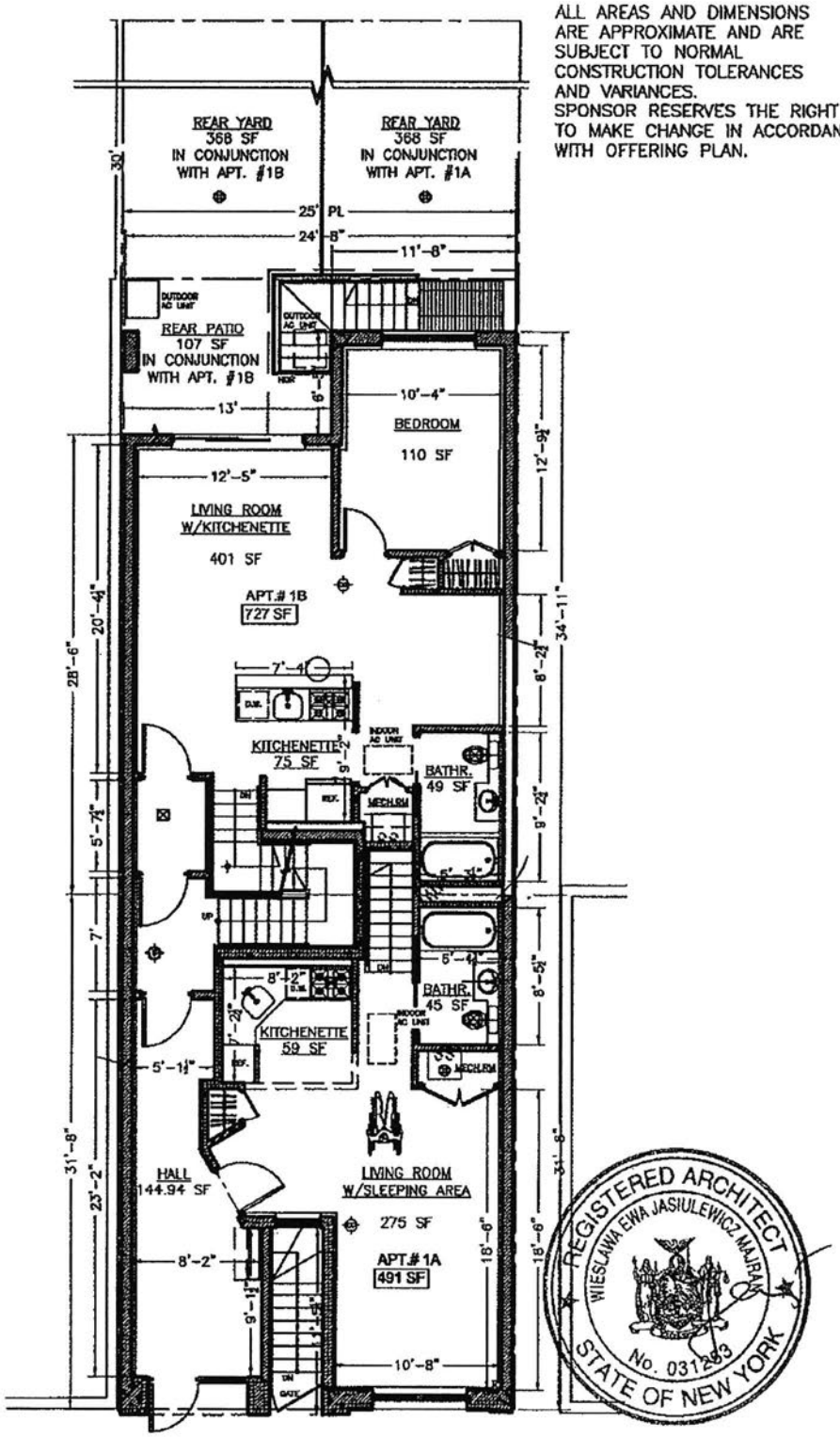


" BELVEDERE XXXII " CONDOMINIUM - CELLAR PLAN

63 JACKSON STREET, BROOKLYN, NY 11222

DATE: SEPTEMBER 20, 2010	3/32"= 1'-0"
CEILING HEIGHT: 8'-0½"; TOTAL SQ.FT. 1,742	2 OF 10

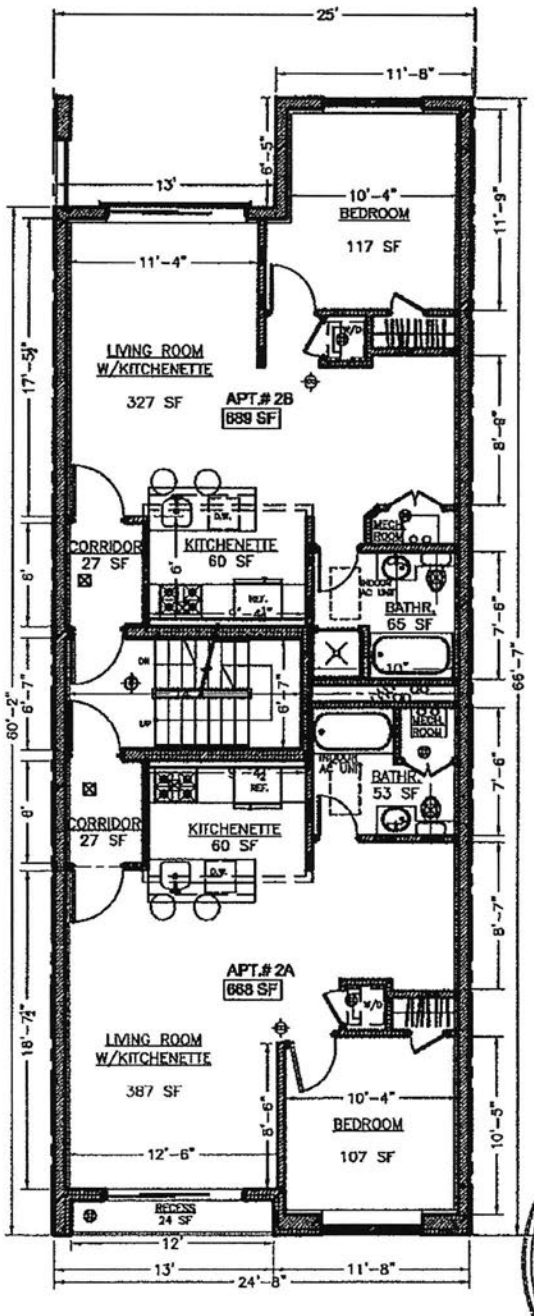
ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES.
SPONSOR RESERVES THE RIGHT TO MAKE CHANGE IN ACCORDANCE WITH OFFERING PLAN.



" BELVEDERE XXXII " CONDOMINIUM
- FIRST FLOOR PLAN
63 JACKSON STREET, BROOKLYN, NY 11222

DATE: SEPTEMBER 20, 2010	⅛"= 1'-0"
CEILING HEIGHT: 8'-8"; TOTAL SQ.FT.1,546	3 OF 10

ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGE IN ACCORDANCE WITH OFFERING PLAN.



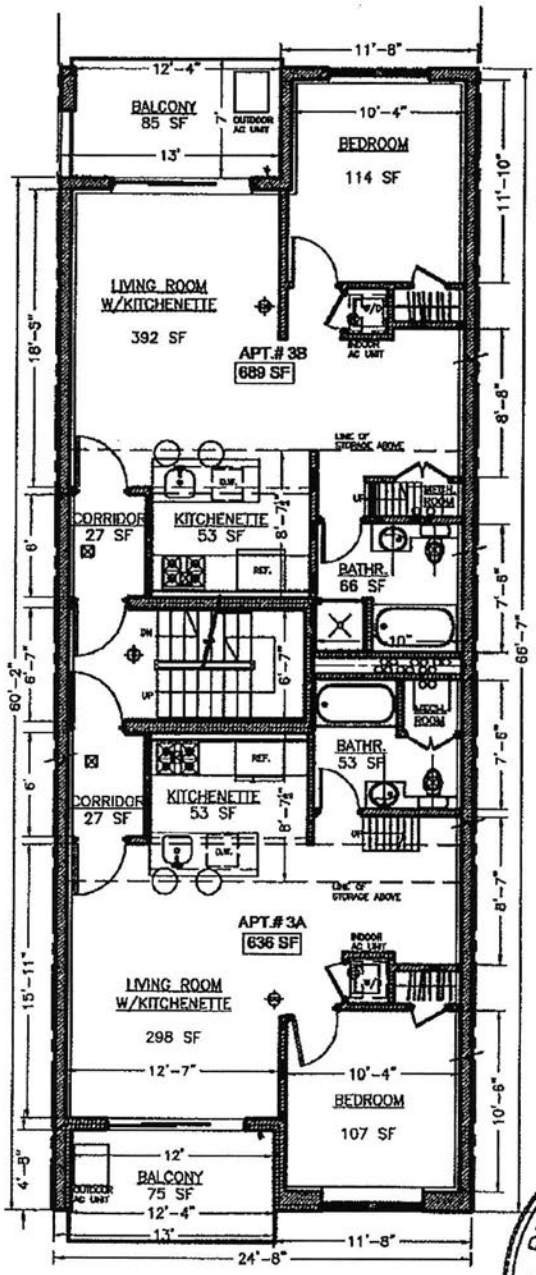
REGISTERED ARCHITECT
WIESLAWA EWA JASIULEWICZ MAJRAK
No. 031263
STATE OF NEW YORK

" BELVEDERE XXXII " CONDOMINIUM - SECOND FLOOR PLAN

63 JACKSON STREET, BROOKLYN, NY 11222

DATE: SEPTEMBER 20, 2010	⅛"= 1'-0"
CEILING HEIGHT: 8'-8"; TOTAL SQ.FT.1,535	4 OF 10

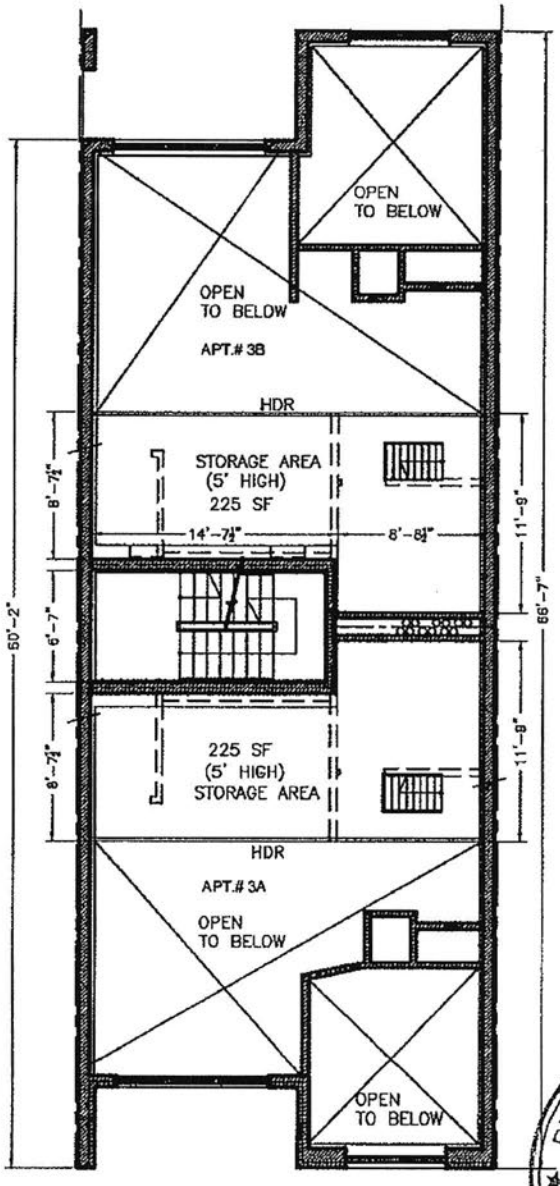
ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGE IN ACCORDANCE WITH OFFERING PLAN.



REGISTERED ARCHITECT
WIESLAWA EWA JASIULEWICZ MAJKA
No. 031259
STATE OF NEW YORK

	" BELVEDERE XXXII " CONDOMINIUM - THIRD FLOOR PLAN 63 JACKSON STREET, BROOKLYN, NY 11222
	DATE: SEPTEMBER 20, 2010 — 3/32" = 1'-0"
	CEILING HEIGHT: 13'-8½"; TOTAL SQ.FT.1,503 — 5 OF 10

ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGE IN ACCORDANCE WITH OFFERING PLAN.



REGISTERED ARCHITECT
WIESLAWA EWA JASIULEWICZ MAJKA
No. 031263
STATE OF NEW YORK

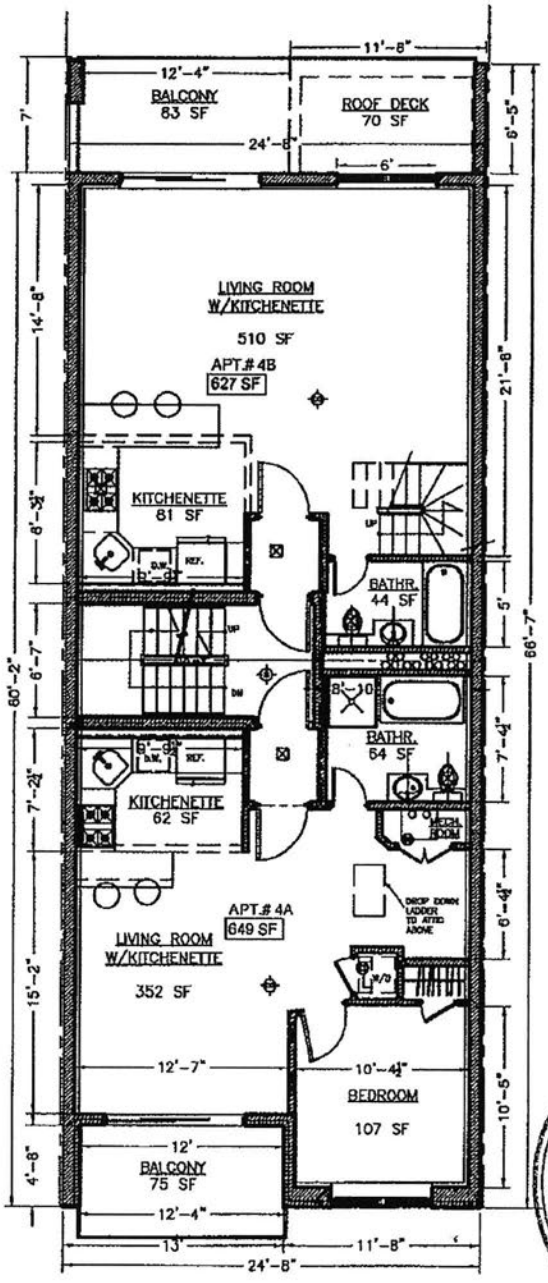
" BELVEDERE XXXII " CONDOMINIUM

~ MEZZANINE of 3rd FLOOR- ACCESSORY STORAGE (5' H)

63 JACKSON STREET, BROOKLYN, NY 11222

DATE: SEPTEMBER 20, 2010	3/32"= 1'-0"
CEILING HEIGHT: 5';TOTAL SQ.FT. 620	6 OF 10

ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGE IN ACCORDANCE WITH OFFERING PLAN.



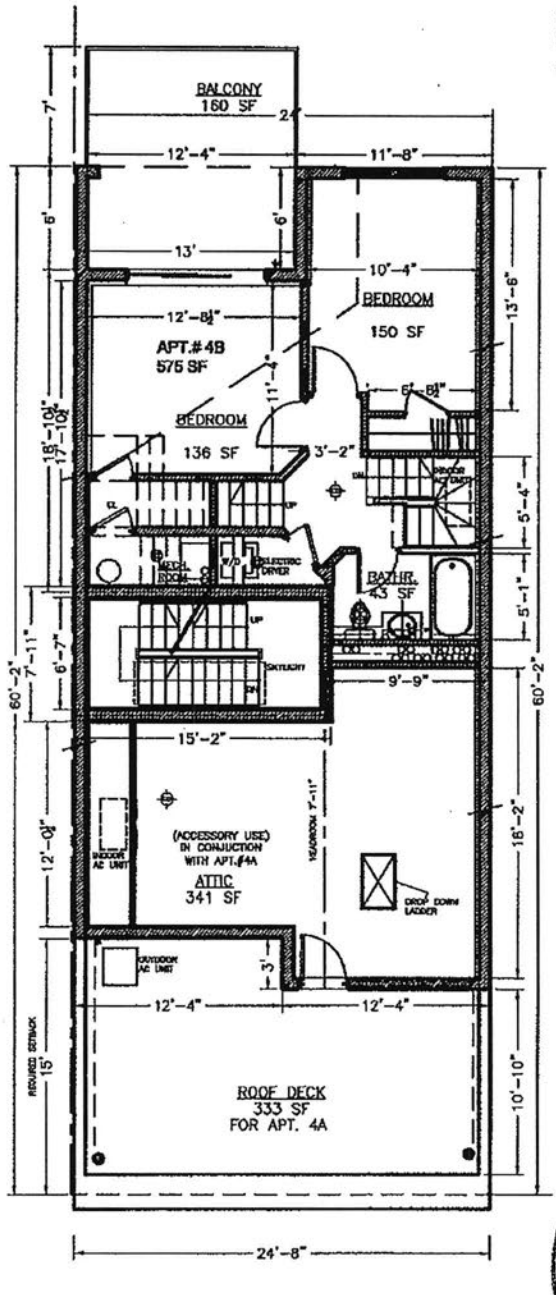
REGISTERED ARCHITECT
WIESLAWA EWA JASIULEWICZ MAJKA
No. 031253
STATE OF NEW YORK

" BELVEDERE XXXII " CONDOMINIUM
- FOURTH FLOOR PLAN

63 JACKSON STREET, BROOKLYN, NY 11222

DATE: SEPTEMBER 20, 2010	¼"= 1'-0"
CEILING HEIGHT: 8'-8";TOTAL SQ.FT. 1,432	7 OF 10

ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGE IN ACCORDANCE WITH OFFERING PLAN.



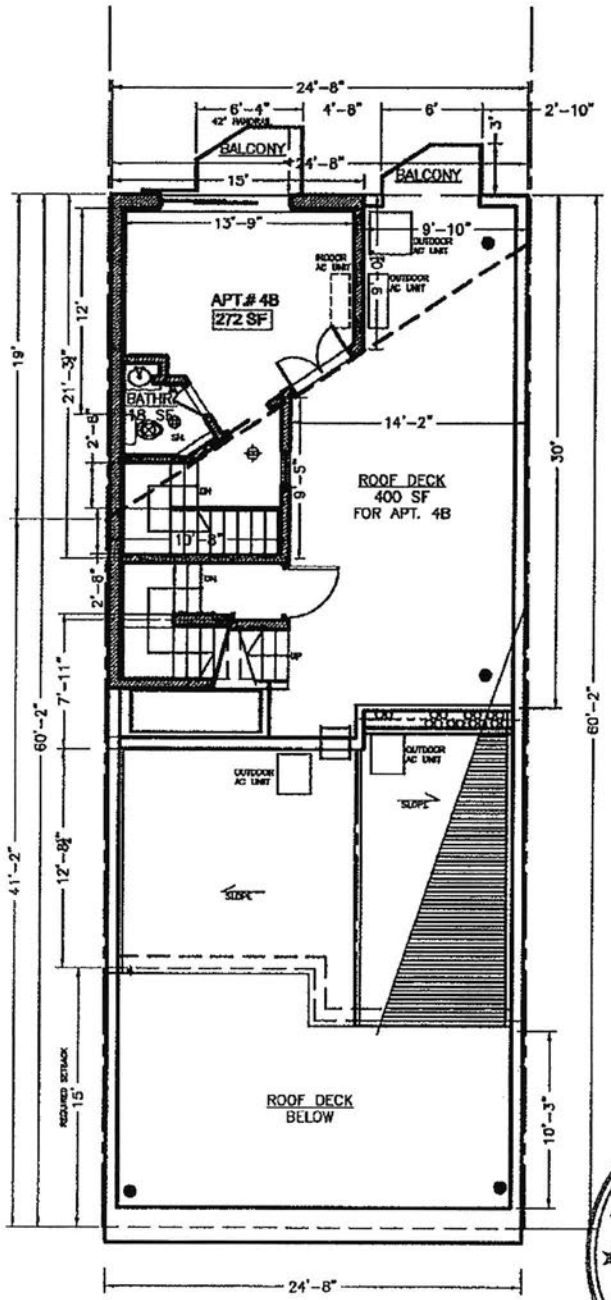
REGISTERED ARCHITECT
WIESLAWA EWA JASIULEWICZ MAJRAN
No. 031253
STATE OF NEW YORK

" BELVEDERE XXXII " CONDOMINIUM - FIFTH FLOOR PLAN/ ATTIC PLAN

63 JACKSON STREET, BROOKLYN, NY 11222

DATE: SEPTEMBER 20, 2010	3/32"= 1'-0"
MEZZANINE, ATTIC; TOTAL SQ.FT. 1077	8 OF 10

ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGE IN ACCORDANCE WITH OFFERING PLAN.

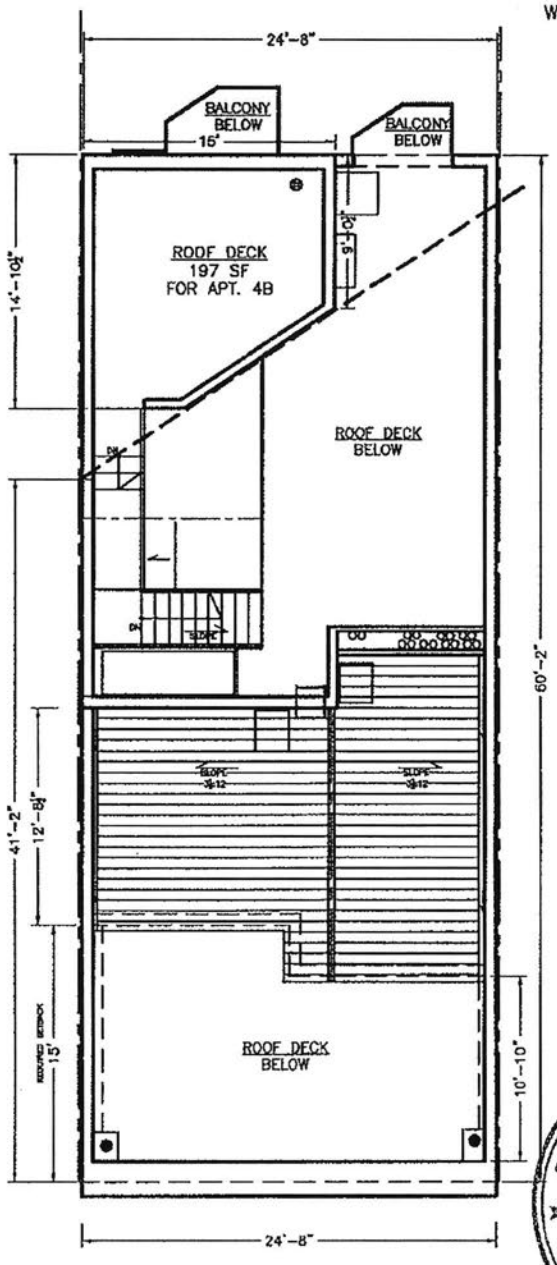


REGISTERED ARCHITECT
WIESLAWA EWA JASIULEWICZ MAJKA
No. 031259
STATE OF NEW YORK

" BELVEDERE XXXII " CONDOMINIUM
- ROOF PLAN/ PENTHOUSE PLAN
63 JACKSON STREET, BROOKLYN, NY 11222

DATE: SEPTEMBER 20, 2010	3/32" = 1'-0"
CEILING HEIGHT: 9'-0";TOTAL SQ.FT. 340	9 OF 10

ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGE IN ACCORDANCE WITH OFFERING PLAN.





" BELVEDERE XXXII " CONDOMINIUM
- ROOF PLAN
63 JACKSON STREET, BROOKLYN, NY 11222

DATE: SEPTEMBER 20, 2010	1/8"= 1'-0"
ROOF DECK; TOTAL SQ.FT. 197	10 OF 10

EXHIBIT C

Revised Schedule A & 339-i Letter

BELVEDERE XXXII CONDOMINIUM
63 JACKSON STREET, BROOKLYN, NY 11211
SCHEDULE A
JULY 1, 2010 - JUNE 30, 2011

UNIT	NUMBER OF BATHROOMS	NUMBER OF BEDROOMS	AREA OF LIMITED COMMON ELEMENTS (SQ FT.)	INTERIOR AREA (SQ. FT.)	OFFERING PRICE	% OF COMMON INTEREST	PROJECTED MONTHLY COMMON CHARGE	PRESENT MONTHLY REAL ESTATE TAXES W/ ABATEMENT 2009 / 2010	MONTHLY REAL ESTATE TAXES W/O ABATEMENT	ANNUAL REAL ESTATE TAXES W/ ABATEMENT 2009/2010	ANNUAL REAL ESTATE TAXES W/O ABATEMENT	TOTAL MONTHLY PROJECTED CARRYING CHARGES (1ST YEAR) W/ ABATEMENT	TOTAL MONTHLY PROJECTED CARRYING CHARGES (1ST YEAR) W/O ABATEMENT
1A	1.5	STUDIO	368 REAR YARD	1309	$ 549,000.00	12.20	$ 237.42	$ 14.04	$ 1,061.64	$ 168.48	$ 12,739.73	$ 251.46	$ 1,299.06
1B	1.5	1	368 REAR YARD 107 REAR PATIO	1197	$ 639,000.00	14.21	$ 276.53	$ 16.35	$ 1,236.55	$ 196.24	$ 14,838.65	$ 292.88	$ 1,513.08
2A	1	1	24 RECESS 31 STORAGE (CELLAR)	668	$ 399,000.00	8.87	$ 172.61	$ 10.21	$ 771.87	$ 122.50	$ 9,262.41	$ 182.82	$ 944.48
2B	1	1	30 STORAGE (CELLAR)	689	$ 419,000.00	9.31	$ 181.18	$ 10.71	$ 810.16	$ 128.57	$ 9,721.87	$ 191.89	$ 991.34
3A	1	1	75 BALCONY + 225 STORAGE 5' HIGH	636	$ 479,000.00	10.65	$ 207.25	$ 12.26	$ 926.76	$ 147.08	$ 11,121.16	$ 219.51	$ 1,134.01
3B	1	1	65 BALCONY +225 STORAGE 5' HIGH	689	$ 499,000.00	11.09	$ 215.81	$ 12.76	$ 965.05	$ 153.15	$ 11,580.62	$ 228.57	$ 1,180.66
4A	1	1	75 BALCONY + 333 ROOF DECK	990	$ 599,000.00	13.32	$ 259.21	$ 15.33	$ 1,159.11	$ 183.95	$ 13,909.28	$ 274.54	$ 1,418.32
4B	3	3	153 BALCONY/ ROOF DECK 4th FL + 160 BALCONY 5th FL + 400 BALCONY/ ROOF DECK Penthouse level + 23 BALCONY Penthouse level 65 BULKHEAD Penthouse 197 ROOF DECK / Roof level	1409	$ 915,000.00	20.35	$ 396.03	$ 23.42	$ 1,770.86	$ 281.03	$ 21,250.26	$ 419.45	$ 2,166.89
TOTAL				7587	$ 4,498,000.00	100.00	$ 1,946.04	$ 115.08	$ 8,702.00	$ 1,381.00	$ 104,424.00	$ 2,061.12	$ 10,648.04

*CELLARS, ATTICS, MEZZANINES, ROOF DECK AREA, BALCONIES AND RECREATIONAL AREAS USED IN CONJUNCTION WITH THE APARTMENTS MAY NOT BE USED AS BEDROOMS, AND MAY NOT BE RENTED.

O'KANE REALTY

72-01 Grand Avenue - Maspeth, NY 11378 - Office: (718) 779 - 1111 - Fax: (718) 335 - 7137

PART 20: LETTER TO ATTORNEY GENERAL
RE: REAL PROPERTY LAW SECTION 339-I COMPLIANCE

October 18, 2010

Department of Law, State of New York
Real Estate Financing Bureau
120 Broadway
23rd floor
New York, New York 10271

Re: Condominium Offering Plan
Belvedere XXXII Condominium
63 Jackson Street, Brooklyn, New York 11211 ("Property")

Dear Sir/Madame:

63 Jackson St., LLC, Belvedere XXXII ("Sponsor") of the Condominium Offering Plan ("Offering Plan") for the Property retained O'Kane Realty ("Firm") to review the percentage of Common Interest in the Common Elements allocated to each Unit in the Property set forth in the revised Schedule A of the Offering Plan pursuant to the First Amendment to the Offering Plan.

John O' Kane, a principal of the Firm, is a licensed real estate broker in the State of New York and has managed 7 buildings for over 15 years.

The Firm has been advised by Sponsor that the Common Interest of each Unit has been determined in accordance with Real Property Law Section 339-I (1)(iv), this method of determining Common Interest being reasonable and equitable.

The Firm certifies that it is not owned or controlled by Sponsor and that it has no financial interest in the offering other than its fee for services rendered in connection with the preparation. The Firm understands that a copy of this letter is intended to be incorporated into the Offering Plan.

All capitalized terms not defined in this letter shall have the meaning ascribed to them in the Offering Plan.

Very truly yours,
O'KANE REALTY

BY: _____
John O'Kane

Sworn to before me this
19 day of October, 2010

_____
Notary Public

JOAN M. SAMMON
Notary Public, State of New York
No. 01SA5009145
Qualified in Queens County
Commission Expires March 8, 2014

EXHIBIT D

Certificate of Occupancy

NYC Buildings

Certificate of Occupancy

CO Number: 310070561F

This certifies that the premises described herein conforms substantially to the approved plans and specifications and to the requirements of all applicable laws, rules and regulations for the uses and occupancies specified. No change of use or occupancy shall be made unless a new Certificate of Occupancy is issued. *This document or a copy shall be available for inspection at the building at all reasonable times.*

A.

Borough: Brooklyn
Address: 63 JACKSON STREET
Building Identification Number (BIN): 3068261

Block Number: 02742
Lot Number(s): 34
Building Type: New

Certificate Type: Final
Effective Date: 09/21/2010

For zoning lot metes & bounds, please see BISWeb.

B.

Construction classification: 1-D (1968 Code)
Building Occupancy Group classification: J2 (1968 Code)
Multiple Dwelling Law Classification: HAEA

No. of stories: 5 **Height in feet:** 55 **No. of dwelling units:** 8

C. **Fire Protection Equipment:**
Sprinkler system

D. **Type and number of open spaces:**
None associated with this filing.

E. **This Certificate is issued with the following legal limitations:**
None

Borough Comments: None

Borough Commissioner

Commissioner

DOCUMENT CONTINUES ON NEXT PAGE

NYC Buildings

Certificate of Occupancy

CO Number: 310070561F

Permissible Use and Occupancy

All Building Code occupancy group designations are 1968 designations, except RES, COM, or PUB which are 1938 Building Code occupancy group designations.

Floor From To	Maximum persons permitted	Live load lbs per sq. ft.	Building Code occupancy group	Dwelling or Rooming Units	Zoning use group	Description of use
CEL		OG	J-2		2	ACCESSORY USES IN CONJUNCTION WITH BOTH APARTMENTS ABOVE. NOTE: IT IS ILLEGAL TO OCCUPY ANY PART OF CELLAR FOR LIVING OR SLEEPING PURPOSES.
MZ3		40	B-2		2	NON HABLITABLE ACCESSORY STORAGE SPACE FOR BOTH APARTMENTS ON 3RD FLOOR. 5' HIGH.
001		40	J-2	2	2	(2) DWELLING UNITS
002		40	J-2	2	2	(2) DWELLING UNITS
003		40	J-2	2	2	(2) DWELLING UNITS
004		40	J-2	1.3	2	(1) DWELLING UNIT AND LOWER PART (1) DWELLING UNIT.
005		40	J-2	0.4	2	MIDDLE PART OF (1) DWELLING UNITS
ATT		40	B-2		2	STORAGE FOR FRONT APARTMENT BELOW- 8" HIGH
PEN		40	J-2	0.3	2	UPPER PART OF (1) DWELLING UNIT BELOW

GENERAL NOTE: EXHIBIT I WAS RECORDED UNDER CITY REGISTER FILE NO. CFRN# 2008000155774. EXHIBIT III WAS RECORDED UNDDER CITY REGISTER FILE NO.(CRFN) : 2008000155773, GENERAL NOTE: TOTAL (8) DWELLING UNITS

END OF SECTION

R.A.

Borough Commissioner

Commissioner

END OF DOCUMENT

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PART I

CONDOMINIUM OFFERING PLAN

BELVEDERE XXXII CONDOMINIUM
BROOKLYN, NEW YORK

SPECIAL RISKS

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

2. At the time a Purchase Agreement is executed, a Purchaser is required to make a Deposit in an amount equal to 10% of the purchase price. In the event that the Deposit check is returned for insufficient funds, Sponsor shall have the option to cancel the Purchase Agreement. (See the Section of the Plan entitled "Procedure to Purchase" for further details.)

3. If a Purchaser makes a Deposit in excess of $250,000.00 such Deposit will not be federally insured in excess of $250,000.00. While the Deposit is in the non-interest bearing portion of the Master Escrow Account, the Deposit may not be fully federally insured even if the Deposit does not exceed $250,000.00. (See the Section of the Plan entitled "Escrow and Trust Fund Requirements" for further details.)

4. Funds for upgrades to the Unit requested by Purchasers must be paid for at the time of the request. Such funds will be held in an escrow account, but Sponsor may draw from the account for the purchase of materials and/or work to be performed in the Unit only to the extent of the additional funds deposited for upgrades. In the event of Purchaser's default, Purchaser may lose all or part of the funds in this account if Sponsor has commenced any work in the Unit as requested by Purchaser unless the Plan is not consummated. (See the Section of the Plan entitled "Escrow and Trust Fund Requirements" for further details.)

5. If Sponsor, in its sole discretion, consents to Purchaser's request for an assignment of the Purchase Agreement, Purchaser shall pay to Sponsor's counsel in advance $800.00 for preparation of the assignment and assumption agreement (See the Section of the Plan entitled "Procedure to Purchase" for further details.)

6. Time is of the Essence as to Purchaser's obligation under the Purchase Agreement, including without limitation, for the payment of the Deposit and the balance of the purchase price. If Purchaser fails to cure the default within thirty (30) days of receipt from Sponsor of a written notice to cure, Sponsor may, at its option, cancel the Purchase Agreement and retain the Deposit and interest thereon, if any, as liquidated damages. (See the Section of the Plan entitled "Procedure to Purchase" for further details.)

7. If a Purchaser fails for any reason, except at the request of Sponsor, to close title to his Unit on the originally scheduled date of closing ("Scheduled Closing Date"), then (a) the apportionments to be made at the Closing will be made as of midnight of the day preceding the Scheduled Closing Date, and

(b) the Purchaser will be required to pay to Sponsor interest at the rate of 12% per annum on the unpaid balance of the purchase price of his Unit for each day commencing with the Scheduled Closing Date through the Actual Closing Date. (See the Section of the Plan entitled "Procedure to Purchase" for further details.)

8. The signing of the Purchase Agreement signifies the Purchaser's acceptance of the condition of the Property (as represented by Sponsor in the Plan). Sponsor has no obligation to make any repairs, improvements or decorations in or to the Property, the Building, the Unit or the Facilities, except as may otherwise be set forth in the Plan. (See the Section of the Plan entitled "Rights and Obligations of Sponsor" for further details.)

9. The square foot area and dimensions of the Units listed in Schedule A or in the Declaration are within reasonable tolerances and may change due to field conditions, construction variances and tolerances and were obtained by using the method customarily used in New York City to measure the condominium apartments. Each Unit consists of the area measured horizontally from the exterior line of the exterior wall or of the glass (perimeter mechanical pipes are not deducted) to the centerline of the partitions separating the Unit from the corridors, stairs, and other mechanical equipment spaces. Each Unit will consist of the area measured vertically from the top of the rough floor to the underside of the rough ceiling. Since the area of the Units indicated in Schedule A is not measured from the interior surfaces of the interior walls, the actual floor area of the Units may be substantially smaller than the area shown in Schedule A. All Unit dimensions comply with plans submitted to the Department of Buildings. (See the Section of the Plan entitled "Schedule A" for further details.)

10. Recreational areas on Cellar Level used in conjunction with the apartments directly above may not be used as bedrooms, and may not be rented. (See the Section of the Plan entitled "Introduction" for further details.)

11. Any changes to the cellar layout must be approved by the New York City Department of Buildings. (See the Section of the Plan entitled "Introduction" for further details.)

12. Sponsor will not implement any measure that might mitigate the potential of pigeons gathering on the roof. Pigeon droppings have been proven to be corrosive and, according to the New York City Department of Health and Mental Hygiene, contact with pigeon droppings may pose a small health risk. Three human diseases have been known to be associated with pigeon droppings in rare instances: histoplasmosis, cryptococcosis, and psittacosis. (See the Section of the Plan entitled "Rights and Obligations of Sponsor" for further details.)

13. Purchaser may obtain financing from any lending institution or other source, but the Purchaser's obligation to purchase a Unit pursuant to an Purchase Agreement shall not be contingent on Purchaser obtaining such financing, so that Purchaser will remain obligated under the Purchase Agreement whether or not Purchaser has been able to obtain financing. If Purchaser obtains a mortgage commitment but, for whatever reason, does not close, Sponsor may, at his option, cancel such Purchase Agreement and

retain, as liquidated damages, the entire Deposit (with interest earned thereon, if any). (See the Section of the Plan entitled "Procedure to Purchase" for further details.) Neither Sponsor nor Selling Agent makes any representation as to the terms or availability of any mortgage financing. Prospective Purchasers should be aware that even if a loan commitment is obtained, its terms may be limited, and it could expire prior to the closing date (see the Section of the Plan entitled "Procedure to Purchase" for further details).

14. Purchasers will be required to pay at the closing of their Units all New York City Real Property Transfer Taxes and New York State Real Estate Transfer Taxes imposed on their purchase. New York State Real Estate Transfer Tax ("State Transfer Tax") currently equal to $2 per $500 of purchase price plus, if applicable, a Special Additional Tax of 1% where the purchase price equals $1 million or more and the New York City Real Property Transfer Tax ("RPT Tax") currently equals to 1% of the purchase price where the purchase price is $500,000.00 or less and 1.425% of the purchase price where the purchase price is more than $500,000.00. The New York City Department of Finance has taken the position that where the Purchaser of property assumes the obligation for the State Transfer Tax and the RPT Tax, the amount of the tax which would otherwise be payable if the seller were to pay such taxes will be treated as additional consideration for the transaction subject to tax. (see the Section of the Plan entitled "Closing Costs and Adjustments" for further details.)

15. Purchasers will be required to pay to the Sponsor at the closing the sum of $1,500.00 for applying for the tax abatement, and the sum of $250.00 per Unit for the installation of a water meter. (See Section of the Plan entitled "Closing Costs and Adjustments" for further details.)

16. (a) Sponsor will have voting control over the Condominium Board of Managers until the earlier to occur of: (i) the Closing of Title with Purchasers under the Plan to Units having more than 80% (7 Units) of the aggregate Common Interests appertaining to all Units, or (ii) 5 years after the First Closing ("Control Period"). (See Section of the Plan entitled "Control By Sponsor" for further details.).

(b) During the period that Sponsor controls the Condominium Board of Managers, Sponsor will have control of maintenance, Facilities and services to be provided to Unit Owners and will determine the Common Charges to be paid by all Unit Owners. The budget must be consistent with the Schedule B (See the Section of the Plan entitled "Control By Sponsor" for further details).

(c) After the Control Period, Sponsor shall have the right to designate one (1) Member to the Condominium Board of Managers for so long as Sponsor continues to own at least one (1) Unsold Unit. (See the Section of the Plan entitled "Control By Sponsor" for further details).

17. So long as Sponsor owns any Unsold Unit, but in no event later than five (5) years after the First Closing, the Condominium Board may not take any of the following actions without Sponsor's prior written consent: (a) make any addition, alteration or improvement to the Common Elements or to any Unit, unless the same are required by Law; (b) assess any Common Charges for the creation of, addition to, or replacement of, all or part of a working capital, reserve, contingency or surplus fund; (c) increase

or decrease the number, or change the kind, of employees initially employed for the services in excess of those initially contracted for the Condominium, except as is required to reflect normal annual increases in operating services; (d) borrow money on behalf of the Condominium; or (e) exercise a right of first refusal to lease or purchase a Unit; provided, however, that Sponsor's written consent is not necessary to perform any function or take any action described in clauses (a) through (e) above, if, and only if, the performance of such function or the carrying out of such an action is necessary (and no other alternative is available) to enable the Condominium Board of Managers to comply with Law, remedy any notice of violation or remedy any work order of the Condominium's insurer. Resident Unit Owners and non-resident Unit Owners (including Sponsor) may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e., purchase as a home as opposed to as an investment. (see the Section of the Plan entitled "Control By Sponsor" for further details).

18. The Condominium will consist of eight (8) residential Units, and all are being offered for sale under the Plan. The Units may be used only for residential purposes. Sponsor reserves the absolute right to rent Units rather than sell. (See the Section of the Plan entitled "Rights and Responsibilities of Sponsor" for further details.)

19. Sponsor has elected to provide an initial amount of ten percent (10%) of the first year budget towards a reserve fund for capital replacements or repairs in the Building. Capital improvements are not expected to be required for many years as the Building is entirely new. Once the units are closed, each year's budget may contain an additional ten percent (10%) allocation towards the reserve fund as determined by the Condominium's Board of Managers in its discretion. A Purchaser of a Unit shall be required to make a contribution at the Closing of Title to his Unit to the Working Capital Fund of the Building. Such contribution shall be in an amount equal to two (2) months' Common Charges in effect for such Unit (see the Section of the Plan entitled "Working Capital Fund and Apportionments" for further details). The Condominium Board of Managers, in its discretion, and subject to certain restrictions contained in the By-laws, may decide in the future to create a reserve fund by Special Assessment or by increases in Common Charges (see the Section of the Plan entitled "Working Capital Fund and Apportionments" for further details).

20. Sponsor procured first mortgage loan from Maspeth Federal Savings Bank located at 56-05 69th Street, Maspeth, N.Y. 11378, for financing of the purchase of the land. The loan agreement provides for release of individual Units from the lien of the construction mortgage under the following conditions: (1) construction must have been completed and final Certificate of Occupancy must have been issued; (2) the loan must be fully advanced; (3) the real estate tax lots must have been finally apportioned; (4) the Declaration of Condominium must be recorded and the Offering Plan must be declared effective; (5) Sponsor pays $500.00 for preparation of each individual release; and (6) the lender must have a copy of the Offering Plan with all amendments. The amount of the release amount shall be calculated as follows: ((sales price of Unit to be released * loan amount)/(total sale price of all Units in the Offering Plan))*125%. The release of individual Units from the construction loan lien is not conditioned upon Sponsor selling any minimum number of units or Sponsor obtaining a minimum price per Unit. No Unit

shall close unless it is released from the lien of the construction mortgage. (See the Section of the Plan entitled "Rights and Obligations of Sponsor" for further details.)

21. In making this offering, no representation or warranty is given, implied or otherwise, by Sponsor as to when or if all of the Units will be sold. Although it is the present intention of Sponsor to sell all Residential Units pursuant to the terms of the Plan, Sponsor expressly disclaims any obligation to sell all of the Units, and Sponsor shall have no liability to any Purchaser or Unit Owner for Sponsor's continued ownership of any Units after the First Unit Closing for as long as Sponsor determines it is in its interest to do so. Sponsor reserves the unconditional right to rent rather than sell Units, thus under this Plan the Sponsor is not obligated to sell more than the 15% of Units required to declare the Offering Plan effective. In addition, Sponsor expressly reserves the right to sell Units to purchasers who intend to rent and not occupy their Unit(s) personally. The decision to rent rather than sell shall be made in the sole discretion of the Sponsor. In the event that any unsold Units are not offered for sale they may be rented at such rents as Sponsor determines and market conditions allow. (See the Section of the Plan entitled "Rights and Obligations of Sponsor" for further details.)

22. Sponsor reserves the right to make "Bulk Sales" of Units and the purchaser of such Units shall have the same rights as Sponsor with respect to renting rather than selling Units, withholding Units for future sale or lease or limiting the number of Units sold to any purchaser. The term "Bulk Sale" as used herein, means the transfer of more than twenty percent (20%) of the total number of Units in the Condominium. If Sponsor makes a bulk sale of all or some of its unsold units. the transferee successor sponsor is bound by Sponsor's representations regarding its commitment to sell units. (See the Section of the Plan entitled "Introduction" for further details.)

23. No bond or other security has been posted by Sponsor to secure its obligations under the Plan. The ability of Sponsor to perform its obligations under the Plan will partly depend upon its financial condition at the time it is called upon to perform. No representation can be made that it will be financially able to perform any or all of such obligations. (See the Section of the Plan entitled "Rights and Obligations of Sponsor" for further details.)

24. The bylaws of the condominium do not require a majority of the Board members to be owner occupants or members of an owner-occupants household who are unrelated to the Sponsor and/or Sponsor's principals. Purchasers for their own occupancy may never gain control of the Board of Managers and therefore may never gain effective control and management of the condominium under the terms of this Plan. Owner-occupants and non-resident owners, including the Sponsor, may have inherent conflicts on how the condominium should be managed because of their different reasons for purchasing, i.e., purchasing as a home as opposed to as an investment. There is no limit on the number of owners that may purchase for investment rather than for personal occupancy and there may always be a substantial percentage of owners who are non-residents. The Condominium Board does not have the right to approve or disapprove purchasers beyond their right of first refusal. (See the Section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-laws" for further details.)

25. No amendment, modification, addition or deletion of the Declaration, By-laws or any Rules and Regulations (other than those required by Law) shall be effective against Sponsor unless Sponsor has given its written consent thereto. (See the Section of the Plan entitled "Condominium By-laws" for further details.)

26. Sponsor has applied for partial exemption from real estate taxes attributable to the Units pursuant to Section 421-a of the New York Real Property Tax Law, has complied with the recent amendments to Section 421-a, and has obtained a Preliminary Certificate of Eligibility, but Purchase Agreements are not contingent upon Sponsor's ability to obtain the final Certificate of Eligibility. There can be no assurance that a Certificate of Eligibility will be granted, although Sponsor will use its best efforts to obtain the benefits of the tax abatement. If for any reason the aforementioned application is not granted, there will be no exemption from real estate taxes on the Units. Such exemption, if granted, will be for a limited period of 15 years, with full exemption during the first 10 years, and a reduced exemption spread over the last 5 years. Neither Sponsor, Sponsor's counsel, Selling Agent, Managing Agent or any other person makes any warranty that the partial exemption from real estate taxes under Section 421-a will be granted or as to the amount, if any, of the minimum tax that will be assessed against the Units or the amount of real estate taxes payable at any time by any Unit Owner. (See the Section of the Plan entitled "Anticipated Tax Exemption Benefits" and "421-a Real Estate Tax Exemption Benefits Opinion" in Part II of the Plan, for details.)

27. All Unit Owners shall severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each member of the Condominium Board of Managers against any liability or claim except those arising out of such member's own bad faith or willful misconduct. (See the Section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-laws" for further details).

28. Pursuant to existing Law and regulation, Sponsor may declare the Plan effective by entering into Purchase Agreements for the sale of a minimum of 15% of the Units (2 Units) in the Building. Even if the Plan is declared effective with a minimum number of sales, it is possible that Sponsor may be able to create a Condominium with fewer than the minimum number of sales, if Purchasers counted towards effectiveness do not ultimately purchase a unit (See the Section of the Plan entitled "Effective Date" for further details).

29. Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on loans. Such restrictions include requiring that a certain percentage (possibly 50% or more) of the units in a building be sold or owner-occupied before the lender will consider making a loan. Thus it may be possible for a Purchaser to experience difficulty obtaining a loan in a building where the percentage of units purchased and owner -occupied is lower than a lender's particular sales minimum. (See the Section of the Plan entitled "Procedure to Purchase" for further details.)

Even once a building has been submitted to a Condominium regime, lenders may still impose minimum sales and occupancy requirements before granting a loan. It then may be difficult for a Purchaser to resell a Unit if prospective buyers are unable to obtain a loan due to such minimum sales requirements. (See Section of the Plan entitled "Rights and Obligations of the Unit Owners for further details.)

30. New York City has enacted a law requiring that each Unit must be equipped with a working carbon monoxide detector within fifteen (15) feet from each bedroom. Sponsor shall install a carbon monoxide detector(s) in each Unit to comply with the law but each Unit Owner shall be responsible for its/their maintenance. (See the Section of the Plan entitled "Rights and Obligations of Unit Owners" for further details.)

31. Sponsor will not be providing washers and dryers in the Units but will provide hookups for future installation of the equipment by Unit Owners, if they so desire. Purchasers should consult with a plumber to make sure that the desired washer/dryer is compatible with the hookups. (See the Section of the Plan entitled "Rights and Obligations of Unit Owners" for further details.)

32. Sponsor will transfer to the Managing Agent as-built Drawings, Maintenance Manuals, Shop Drawings and Warranties. (See the Section of the Plan entitled "Rights and Obligations of Sponsor" for further details.)

33. Buyers are advised to visit the NYC DOB website (C of O Fact Sheet/Consumer Tips) for its recommendations when purchasing a unit in a condominium that does not have a Final Certificate of Occupancy. The Sponsor anticipates the building to have a Final Certificate of Occupancy prior to April 1, 2010. (See the Section of the Plan entitled "Introduction" for further details.)

INTRODUCTION

Nature of the Transaction

63 Jackson St., LLC ("Sponsor") hereby presents this offering plan, as the same may be amended from time to time ("Plan") for the establishment of condominium ownership of the land ("Land") together with the building erected thereon known as and having a street address of 63 Jackson Street, Brooklyn, New York ("Building") (the Land, Building, and the appurtenances thereto are collectively referred to as the "Property"), pursuant to the terms of Article 9-B of the Real Property Law of the State of New York ("Condominium Act"). The Condominium will be known as the "BELVEDERE XXXII CONDOMINIUM" and is being referred to herein as the "Condominium." Sponsor acquired fee title to the Property on November 6, 2009.

The Condominium will consist of eight (8) residential Units and all are being offered for sale under the Plan.

The Condominium Offering Plan

The purpose of the Plan is to set forth in detail all material facts relating to the offering by Sponsor. The Plan contains all of the detailed terms of the transaction.

Sponsor may from time to time amend the Plan by filing an amendment with the New York State Department of Law ("Department of Law") and serving such amendment on Purchasers and Unit Owners. Amendments will be served on all offerees by personal delivery, or by mailing by regular mail or registered or certified mail with or without return receipt requested, addressed to the offeree at the last known residence of such offeree or, if the offeree has provided written information of an alternative address for notices, addressed to the offeree at the alternative address. If Sponsor has no information of the last known residence address, but has written information of the place of business or employment of such offeree, the mailing shall be addressed to such last business or employment address.

The Plan is presented in two parts which together constitute the entire Plan. Part I sets forth a general description of the Plan, and Part II contains the basic documents necessary to create the Condominium and to otherwise effectuate the provisions of the Plan. Also included in Part II is a detailed description of the Property, a legal opinion as to certain tax matters discussed in the Plan and certifications of Sponsor and certain experts. Copies of the Plan, including all documents referred to herein and all Exhibits submitted to the Department of Law in connection with the filing of the Plan, will be available for inspection by prospective Purchasers and their attorneys without charge. The Exhibits will be available to prospective Purchasers for copying at a reasonable charge at the Sales Office. All of these documents are important and should be carefully read by prospective Purchasers. Prospective Purchasers are also advised to consult with their own attorneys or other advisers before agreeing to purchase. A prospective Purchaser may obtain the Plan upon payment of a $100 deposit, which amount

will be fully refunded upon either (i) the prompt return of the Plan in good condition or (ii) the execution by the prospective Purchaser of a Purchase Agreement subsequently accepted by Sponsor.

All capitalized terms used in the Plan shall have the meanings ascribed thereto in the Section entitled "Definitions," unless otherwise defined.

The Property

Based upon the current construction schedule, Sponsor contemplates that, unless delayed by weather, casualty, labor difficulties (including work stoppages and strikes), late delivery or inability to obtain materials, governmental restrictions, or other events beyond its reasonable control, construction of the Building will be sufficiently completed to permit closings of Units to begin on or about July 1, 2010. Prospective Purchasers should note, however, that the Units will be completed at different times over a period that may begin prior to and/or extend significantly beyond such date. Sponsor will have no liability to any Purchaser, nor should any Purchaser be entitled to any credit, offset or reduction in the purchase price for the Unit, or otherwise be relieved from any obligations under the Purchase Agreement, if the First Closing occurs earlier or later than the projected date or time to complete or to close title to any Unit is delayed or postponed by Sponsor. In the event the actual or anticipated commencement date of the first year of condominium operation is to be delayed by 6 months or more (January 1, 2011), Sponsor will amend the Plan to include a revised budget with current projections, and if (i) Unit Owner's monthly Common Charges in the amended budget exceed those in the latest projected budget set forth in the Plan by 25% or more, or (ii) the First Closing does not occur on or before July 1, 2011, then in either case, Sponsor will offer all Purchasers the right to rescind their Purchase Agreements within not less than 15 days after the Presentation Date of the amendment containing such revised budget, and any Purchasers electing rescission pursuant to such offer will have their Deposits and any interest accrued thereon returned.

Sponsor reserves the right to change the number of Units from time to time by subdividing and/or combining Units, even after the Condominium is created, unless a binding Purchase Agreement for such Unit has been entered into and the Purchaser does not consent to such change (see the Section of the Plan entitled "Changes in Prices and Units" for further details).

A detailed description of the Property is contained in the Section of the Plan entitled "Description of the Property and Improvements" and in the Description of Property and Building Condition set forth in Part II of the Plan.

Offering of Units for Sale

Sponsor hereby offers eight (8) residential Units for sale under the Plan. The prices for each of the Units are listed in the Section of the Plan entitled "Schedule A - Purchase Prices And Related Information ("Schedule A"). THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT

SUBJECT TO APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY.

Sponsor shall reserve the unconditional right to rent Units rather than sell.

Sponsor reserves the right to make "Bulk Sales" of Units and the purchaser of such Units shall have the same rights as Sponsor with respect to renting rather than selling Units, withholding Units for future sale or lease or limiting the number of Units sold to any purchaser. The term "Bulk Sale" as used herein, means the transfer of more than twenty percent (20%) of the total number of Units in the Condominium. If Sponsor makes a bulk sale of all or some of its unsold units. the transferee successor sponsor is bound by Sponsor's representations regarding its commitment to sell units.

Sponsor procured first mortgage loan from Maspeth Federal Savings Bank located at 56-05 69th Street, Maspeth, N.Y. 11378 for financing of the purchase of the land. The loan agreement provides for release of individual Units from the lien of the construction mortgage under the following conditions: (1) construction must have been completed and final Certificate of Occupancy must have been issued; (2) the loan must be fully advanced; (3) the real estate tax lots must have been finally apportioned; (4) the Declaration of Condominium must be recorded and the Offering Plan must be declared effective; (5) Sponsor pays $500.00 for preparation of each individual release; and (6) the lender must have a copy of the Offering Plan with all amendments. The amount of the release amount shall be calculated as follows: ((sales price of Unit to be released * loan amount)/(total sale price of all Units in the Offering Plan))*125%. The release of individual Units from the construction loan lien is not conditioned upon Sponsor selling any minimum number of units or Sponsor obtaining a minimum price per Unit. (see the Section of the Plan entitled "Rights and Obligations of Sponsor" for further details).(See the Section of the Plan entitled "Rights and Obligations of Sponsor" for further details.)

Buyers are advised to visit the NYC DOB website (C of O Fact Sheet/Consumer Tips) for its recommendations when purchasing a unit in a condominium that does not have a Final Certificate of Occupancy. The Sponsor anticipates the building to have a Final Certificate of Occupancy prior to April 1, 2010.

Sponsor reserves the right to offer the Units in such order of priority as it may determine.

A Unit may be used only as a residence subject to compliance with the By-laws and Laws. Recreational areas on Cellar Level used in conjunction with the apartments directly above may not be used as bedrooms, and may not be rented. Any changes to the cellar layout must be approved by the New York City Department of Buildings.

Sponsor has not entered into any contracts or agreements, written or oral, for the sale or transfer of any of the Units offered in the Offering Plan, and neither the Sponsor nor anyone on its behalf has accepted any deposits or advances of funds in connection with the reservation, sale or transfer of such Units, prior to submission of the Plan to the Department of Law.

All of the Units which are subject of this Offering Plan are vacant.

Features of Condominium Ownership

The ownership of a Unit is similar in many respects to the ownership of a private home. Each Unit Owner owns fee title to his Unit and is entitled to the exclusive possession thereof. Each Unit Owner also owns, in common with the owners of all other Units, an undivided interest in (and right to use) the Common Elements. The Common Elements are comprised of (i) the General Common Elements, which are portions of the Property serving and benefitting all Units, generally, including, for example, the Land upon which the Building stands, the roofs, the cellar area holding boiler room, janitor room and other building-wide fixtures, exterior walls and foundations and supports of the Building, residential hallways and corridors servicing the Units; and (ii) the Limited Common Elements, which are portions of the Building serving and benefitting only certain Units exclusively, such as terraces, balconies, and roof decks.

Subject to certain conditions contained in the By-laws, each Unit Owner may mortgage his Unit with such lender and in such amount as he chooses. However, Sponsor makes no representations about the finance ability of any Unit. There are no limitations or restrictions upon the rights of Sponsor to mortgage Unsold Units. Each Unit is separate and will not be subject to the lien of any mortgage placed by other Unit Owners on their respective Units.

A Unit Owner may decorate and construct the interior of his Unit in any way he desires, subject to compliance with the By-laws, the Rules and Regulations and Law, and will be solely responsible for the cost of maintenance and interior repairs to his Unit after Closing. Each Unit Owner having Limited Common Elements appurtenant to their Unit shall have exclusive use of said Limited Common Element, as shown on the Floor Plans included in Part II of the Plan, and is responsible for all normal maintenance, repairs and replacements thereto, including but not limited to balcony or roof deck surface. However, the costs and expenses of any structural or extraordinary repairs or replacements to any Limited Common Element, such as a balcony or roof deck (including any leaks which are not caused by the negligence of the Unit Owner having access to same) shall be charged to all Unit Owners as a Common Expense. The costs and expenses of any structural or extraordinary repairs or replacements to a Common Element caused by the negligence or misuse of a Unit Owner or such Owner's permitted occupants, agents or invitees having access to such Common Element, whether it be a General Common Element or Limited Common Element, shall be charged to and payable by such Unit Owner. The type, size and quantity of planting and other installations to be placed on balconies and roof decks shall be subject to the prior written approval of the Condominium Board and shall be in compliance with Law. Maintenance, repair and replacement of windows is the responsibility of the Unit Owner.

Each Unit will be taxed as a separate tax lot for real estate tax purposes, and a Unit Owner will not be responsible for the payment of, nor will his Unit be subjected to, any lien arising from the non-payment of real estate taxes assessed against other Units. In the opinion of counsel to Sponsor, which opinion is set forth in full in Part II of the Plan, a Unit Owner who itemizes deductions may be eligible,

under current Law, to deduct from his income for income tax purposes his real estate taxes and the interest paid on his mortgage, subject to certain exceptions and limitations discussed in the "Attorney's Income Tax Opinion" set forth in Part II of the Plan (see the Section of the Plan entitled "Income Tax Deductions to Unit Owners and Tax Status of the Condominium" as set forth in Part II of the Plan for further details).

With certain exceptions, any sale or lease of a Unit will be subject to a right by the Condominium Board to acquire or lease such Unit, or to produce a third party to acquire or lease such Unit, on the same terms as were offered to the owner of such Unit (the "Right of First Refusal"). Sponsor may sell or lease any of its Units without any restriction or limitation (see the Sections of the Plan entitled "Rights and Obligations of Unit Owner - Sales and Leases of Units" and "Declaration of Condominium" set forth in Part II of the Plan for further details).

The statute concerning condominiums in effect in the State of New York pursuant to which the Condominium will be organized by Sponsor is Article 9-B of the Real Property Law of the State of New York, as amended, commonly known and hereinafter referred to as the "Condominium Act." The Property will be submitted to the provisions of the Condominium Act by recording the Declaration by Sponsor in the City Register's Office. From and after the date of recording the Declaration, Sponsor will be the owner of the Units until each is conveyed. The Condominium will comply with all statutes and regulations applicable to condominiums in the State of New York.

The cost of operating the Building will be borne entirely by the Unit Owners in accordance with allocations set forth in the "Schedule B - Projected Budget for First Year of Condominium Operation." As more particularly set forth in the By-laws, the Condominium Board will determine the amount of Common Expenses. On a monthly basis, or at such other times as the Condominium Board determines, the Condominium Board will assess Unit Owners for Common Charges to meet Common Expenses in accordance with the New York Condominium Act, Real Property Law Sections 339(i) and (m). Common Expenses shall be expenses attributable to all Unit Owners. Common Charges will be assessed against Unit Owners in accordance with the Schedule B allocations. The Common Charges will be assessed against Unit Owners in the same proportion that their respective Units bear to the aggregate Common Interest of all Units. The estimated Common Charges for each Unit for the first year of Condominium operation are set forth in Schedule A.

The undivided percentage interest of each Unit in the Common Elements ("Common Interest" of such Unit) has been based upon the floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive shared use, and the overall dimensions of the particular Unit, pursuant to the terms of Section 339-i(1)(iv) of the Condominium Act.

The Common Interest of each Unit in the Common Elements is apportioned in the same proportion that the Unit bears to the aggregate Common Interests of all of the Units in the Condominium. Unit Owners will have no interest in any rents, net profits or revenues derived from the

rental or use of any Unit owned by another. The aggregate Common Interest of all Units equals 100%. The percentage of Common Interest is the basis for determining a Unit Owner's share of distribution upon termination of the Condominium with Unit Owners then sharing pro rata in the proceeds of the Condominium. Each Unit's Common Interest, as applicable, and estimate of the Common Charges that will be payable by the owner of each Unit during the first year of condominium operation of the Property subsequent to the First Closing are set forth in the Section of the Plan entitled "Schedule A - Purchase Prices of Units and Related Information."

After the Closing of Title to a Unit, a Unit Owner will be solely responsible for maintaining casualty insurance with respect to the fixtures, equipment, appliances and personal property situated within his Unit, as well as liability insurance with respect to occurrences in or about the Unit. The Condominium Board will be solely responsible for maintaining casualty and liability insurance with respect to the Common Elements, in accordance with the provisions of the By-laws (see the Section of the Plan entitled "Rights and Obligations of the Condominium Board" for further details).

Each Purchaser will be required to make a contribution to the Working Capital Fund of the Condominium. Such contribution, to be made at the time of Closing of the Unit, shall be in an amount equal to two (2) months' Common Charges in effect at the time of closing for each Unit purchased (see the Section of the Plan entitled "Working Capital Fund" for further details).

In addition to the payment of Common Charges, each Unit Owner will be responsible for the payment of the real estate taxes which will be separately assessed against such Unit Owner's Unit, as well as interest and amortization payments on the mortgage, if any, which such Unit Owner may, at his option, obtain the charges for electricity consumed in such Unit Owner's Unit.

There are no limitations on who may purchase Units. Under the New York Real Property Law, a condominium unit may be owned by an individual, a corporation, a partnership, an association, a trust or any other entity which is permitted to take title pursuant to New York Law. Sponsor hereby reserves the right at any time and from time to time for any reason whatsoever, without the consent of any of the Condominium Board, any Unit Owner or mortgagee, to refuse to approve and execute Purchase Agreements for one or more Units to any person or entity. Sponsor shall not discriminate against any person because of his or her race, creed, color, sex, sexual orientation, disability, marital status, age, ancestry, national origin or other ground proscribed by Law. No binding obligation will arise for the sale of a Unit unless and until a Purchase Agreement executed by both Purchaser and Sponsor has been exchanged and Sponsor has collected the funds constituting Purchaser's required Deposit thereunder (see the Section of the Plan entitled "Procedure to Purchase" for further details). Sponsor will not accept an offer of purchase from an individual younger than 18 years of age or an incompetent under Law.

Each Unit Owner is required to comply with the Declaration, the By-laws, Rules and Regulations and all other requirements of the board of managers.

THE PURCHASE OF A CONDOMINIUM HAS MANY SIGNIFICANT LEGAL AND FINANCIAL CONSEQUENCES AND MAY BE ONE OF THE MOST IMPORTANT FINANCIAL TRANSACTIONS OF YOUR LIFE. THE ATTORNEY GENERAL OF THE STATE OF NEW YORK STRONGLY URGES YOU TO READ THIS OFFERING PLAN CAREFULLY AND TO CONSULT WITH AN ATTORNEY BEFORE SIGNING AN AGREEMENT TO PURCHASE A CONDOMINIUM.

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DEFINITIONS

For convenience of presentation, general definitions of certain of the terms used in the Plan are set forth below, which definitions are subject in most cases to the more particular definitions of such terms set forth in the Declaration, the By-laws and the Condominium Act. They include the following:

"Adverse Effect," or "adverse effect," as used in the Condominium Documents, shall mean, with respect to any action or proposed change and with respect to any Unit Owner or Unit Owners, that such action or change could, realized, (i) increase the Common Charges payable by such Unit Owner or Unit Owners, (ii) materially interfere with such Unit Owner's access to his Unit, (iii) obstruct or degrade the view from the windows of such Unit Owner's Unit, or (iv) otherwise materially diminish such Unit Owner's use and enjoyment of his Unit.

"Building" shall mean the building known as the BELVEDERE XXXII CONDOMINIUM and located at 63 Jackson Street, Brooklyn, New York 11211, in which the Units of the Condominium will be located.

"Buildings Department" shall mean the Department of Buildings of the City of New York or any successor agency.

"By-laws" shall mean the by-laws governing the operations of the Condominium, which are set forth as Exhibit D to the Declaration, as the same may be amended from time to time.

"Closing of Title" or "Closing" shall mean the date upon which, among other things, a Unit and its appurtenant Common Interest is conveyed pursuant to a Purchase Agreement.

"Common Charges" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata, in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in the By-laws or in the First Year's Budget) to meet the Common Expenses.

"Common Elements" shall mean the Property, other than the Units themselves, as well as those Facilities therein, being comprised of the "General Common Elements" and the "Limited Common Elements."

"Common Expenses" shall mean all costs and expenses to be incurred generally by the Unit Owners pursuant to the Declaration and/or the By-laws in connection with: (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the Common Elements; (ii) the establishment and/or maintenance of a general operating reserve, or a reserve fund for working capital, for replacements with respect to the Common Elements, or to make up any deficit in the Common Charges for any prior year(s); and (iii) generally, the conduct of the affairs of the Condominium. Common Expenses shall be attributable to all Unit Owners.

"Common Interest" shall mean the proportionate undivided interest, expressed as a numerical percentage, in the Common Elements appurtenant to each Unit, as determined in accordance with the Declaration. The Common Interests are the basis for determining a Unit Owner's liability for his share of the Common Expenses. The total of all Common Interest percentages appurtenant to all Units equals 100%. The Common Interest attributable to each Unit is set forth on Exhibit B annexed to the Declaration.

"Condominium" shall mean the BELVEDERE XXXII CONDOMINIUM, which was established pursuant to the terms of the Declaration and which is governed pursuant to the terms of the By-laws.

"Condominium Act" shall mean the New York Condominium Act, as amended from time to time, and presently found in the New York Real Property Law, Article 9-B.

"Condominium Board" shall mean the board of managers of the Condominium who will manage the affairs of the Condominium.

"Condominium Documents" shall mean the Declaration, the By-laws and the Rules and Regulations of the Condominium.

"Control Period" shall mean the period ending on the earlier to occur of: (i) the Closing of Title with Purchasers under the Plan to Units having at least 80% of the aggregate Common Interest appertaining to all Units, or (ii) 5 years after the First Closing.

"Declaration" shall mean the instrument creating the Condominium, as the same may be amended from time to time.

"Deposit" shall mean all deposits, downpayments, advances or payments made by Purchasers prior to the closing of each individual transaction.

"Effective Date" shall mean the date upon which Sponsor has declared the Plan effective pursuant to the provisions of the General Business Law.

"Facilities" shall mean all personal property fixtures now or hereafter existing in, on, or under the Land or the Building and either existing for the common use of the Units or the Unit Owners or necessary or convenient for the existence, maintenance, or safety of the Property.

"Filing Date" shall mean the date a letter is issued by the Department of Law accepting the Plan or an amendment to the Plan, as the case may be, for filing.

"First Closing" shall mean the Closing of Title with respect to the first Unit to be conveyed to a Purchaser pursuant to the terms of the Plan.

"First Year's Budget" shall mean the Section of the Plan entitled "Schedule B - First Year's Budget." The First Year's Budget is sometimes referred to herein as "Schedule B."

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

"Force Majeure" shall mean delays caused by weather, casualty, labor, difficulties (including work stoppages and strikes), late delivery or inability to obtain materials, government restrictions or other events beyond Sponsor's reasonable control.

"General Common Elements" shall mean those certain portions of the Property (other than the Units), as well as the Facilities therein, either existing for the common use of the Units or the Unit Owners or necessary for, or convenient to, the existence, maintenance, or safety of the Property, as more particularly described in the Declaration.

"Land" shall mean the land located in the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of the City of New York as Block 2742, Lot 34 and more particularly described in Exhibit A to the Declaration.

"Law" shall mean the laws and ordinances of any or all of the Federal, New York State, New York City, County and Borough 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 which are applicable at the time in question.

"Limited Common Elements" shall mean those portions of the Property (other than the Units) existing for the use and enjoyment of certain Unit Owners or one or more specified Units to the exclusion of all other Units, as more particularly described in the Declaration.

"Managing Agent" shall mean Belvedere Builders Consulting LLC with an office at 610 Manhattan Avenue, Brooklyn, N.Y. 11222, or any successor managing agent at the time in question.

"Permitted Encumbrances" shall mean those matters encumbering title to a Unit subject to which a Purchaser agrees to take title, as more particularly described in Schedule A annexed to the form of Purchase Agreement.

"Permitted Mortgage" shall mean a first mortgage permitted to be placed upon a Unit pursuant to the provisions of the By-laws.

"Permitted Mortgagee" shall mean any holder of a Permitted Mortgage at the time in question.

"Person" shall mean any natural person, partnership, corporation, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, organization, government or any department of agency thereof, or any other entity.

"Plans and Specifications" shall mean the plans and specifications for the Building which (to the extent required by Law) have been or will be filed with the Buildings Department and which may from time to time be amended in accordance with the provisions of the Plan.

"Presentation Date" shall mean the date on which the Plan or an amendment thereto, as the case may be, is personally delivered, or the fifth day after mailing to prospective Purchasers and Unit Owners following acceptance of the Plan or an amendment thereto for filing with the Department of Law.

"Principal(s)" means all individual sponsors, all general partners of sponsor that are partnerships, all officers, directors and shareholders of a corporate sponsor that are actively involved in the planning or consummation of the offering, and other individuals who both (i) own an interest or control sponsor and (ii) actively participate in the planning or consummation of the offering regardless of the form of organization of sponsor.

"Property" shall mean the Land, the Building (and any structures attached thereto), all the improvements erected or to be erected in the Land, all easements, rights and appurtenances pertaining thereto and all other property, real, personal, or mixed, used or intended to be used in connection therewith.

"Purchase Agreement" shall mean the agreement to purchase a Unit, the form of which is set forth in Part II of the Plan.

"Purchaser" shall mean a purchaser of a Unit pursuant to a Purchase Agreement.

"Register's Office" shall mean the Office of the Register of the City of New York of Kings County.

"Rules and Regulations" shall mean the rules and regulations made in accordance with the By-laws.

"Sales Office" shall mean the sales office for Sponsor or Selling Agent, at a location to be designated by either Sponsor or Selling Agent from time to time. The Sales Office will initially be located at the office of Bridge Realty Servicing Group, 60-43 Maspeth Avenue, Maspeth, N.Y. 11378.

"Schedule A" shall mean the Section of the Plan entitled "Schedule A - Purchase Prices and Related Information."

"Schedule B" shall mean the Section of the Plan entitled "Schedule B - First Year's Budget." Schedule B is sometimes referred to herein as the "First Year's Budget."

"Schedule B-1" shall mean the Section of the Plan entitled "Schedule B-1 for Individual Energy Costs."

"Selling Agent" shall mean Bridge Realty Servicing Group, with an office at 60-43 Maspeth Avenue, Maspeth, N.Y. 11378, the selling agent named in the Plan or any successor selling agent at the time in question.

"Special Assessments" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata in accordance with their respective Common Interests, in accordance with the By-laws of the Condominium.

"Sponsor" shall mean 63 Jackson St., LLC and any other person or entity designated by Sponsor.

"Unit" shall mean any of the Units designated in the Declaration, together with its Common Interest, and including its windows, appurtenant balcony and/or roof deck, if any. All such Units are, collectively, referred to as the "Units."

"Unit Owner" shall mean any Person (including Sponsor, if Sponsor owns any Unit) who holds fee title, of record, to one or more Units at the time in question. All such Unit Owners are, collectively, referred to as the "Unit Owners."

"Unsold Unit" shall mean any Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Sponsor at the time in question. All such Unsold Units are, collectively, referred to as the "Unsold Units."

"Unsold Unit Owner" shall mean Sponsor and (if applicable) a person designated by Sponsor.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The following is a general description of the Property, including the Land, Building, Units and Common Elements as well as certain Facilities and services to be provided at the Condominium. For a more detailed description of the Property, see the "Description of Property and Building Condition" contained in Part II of the Plan.

Location, Acreage and Zoning

The Condominium is located at 63 Jackson Street, which is located between Leonard Street and Lorimer Street, in the Borough of Brooklyn, City of New York. The Land covers approximately 2,500 square feet. The Property is located within a R6 District, which permits new residential and commercial development as of right. There will be one tree in front of property at 63 Jackson Street. A 6'-0" high wood or vinyl fence will be provided around the perimeter of the property on the first floor backyard and a metal fence will be provided between the area of rear yards of #1A and #1B.

Improvements - General Description of Units

The Condominium, upon completion of construction, will consist of eight (8) residential units. (See the "Description of Property" in Part II of the Plan for further details.)

Construction Data for Units and Common Elements

Sponsor has engaged Wieslawa Jasiulewicz Majran as a Licensed Architect. (See the Section of the Plan entitled "Identity of Parties" for further detail.) The Plans and Specifications have been prepared by the architect.

Construction of the Building, including the individual Units and Common Elements, will be completed substantially in accordance with the Plans and Specifications, and all applicable Laws. However, Sponsor reserves the right to amend or modify, in any way, the Plans and Specifications (including, without limitation, changing materials, appliances, equipment, fixtures and other construction details) and substitute in place of any materials, appliances, equipment and fixtures set forth in the "Description of Property," set forth in Part II of the Plan, items of substantially equal or better quality, provided, however: (i) any material change shall be set forth in an amendment to the Plan; (ii) any necessary approval of any governmental authority having jurisdiction is first obtained; and (iii) no such amendments, modifications or substitutions may be made if the same would materially and adversely affect any binding Purchase Agreement unless the same is dictated by construction conditions at the Property, and in such event, Sponsor will, in the amendment disclosing such change and delivered to the Purchaser(s), offer the affected Purchaser(s) the right, for at least 15 days, to rescind their Purchase Agreement(s) and receive a refund of their Deposit, together with all interest earned thereon.

Based upon the current construction schedule, Sponsor presently contemplates that, unless delayed by Force Majeure, construction of the Building will be sufficiently completed to permit closings of Units to begin on or about July 1, 2010. Prospective Purchasers should note, however, that the Units will be completed at differing times over a period that may begin prior to and/or extend significantly beyond such dates. Sponsor will have no liability to any Purchaser, nor will a Purchaser be entitled to any credit, offset or reduction in the purchase price for his Unit or otherwise be relieved from any obligations under the Purchase Agreement, in the event that the First Closing occurs earlier or later than the targeted date or the time to complete or to close title to their Unit is delayed or postponed by Sponsor. In the event the actual or anticipated commencement date of the first year of condominium operation is to be delayed by six months or more (January 1, 2011), Sponsor will amend the Plan to include a revised budget with current projections and, if (i) Unit Owner's monthly Common Charges in the amended budget exceed those in the latest budget set forth in the Plan by 25% or more, or (ii) the First Closing does not occur on or before July 2011, then in either case, Sponsor will offer all Purchasers the right to rescind their Purchase Agreement within not less than 15 days after the Presentation Date of the amendment containing such revised budget. Any Purchasers electing rescission pursuant to such offer will have their Deposits and any interest accrued thereon returned.

Building Staff

There will be one part-time porter who will be at the Property four days each week.

LOCATION AND AREA INFORMATION

Location

The Condominium is situated at 63 Jackson Street, between Leonard Street and Lorimer Street, in the Williamsburg section of Brooklyn, New York.

Surrounding area and Shopping

The area is mixed residential, commercial and industrial neighborhood. The Condominium is 0.7 miles North- East from P. S. 110 at 124 Monitor Street, Brooklyn, New York and 0.8 miles North-East from P. S. 34 at 131 Norman Avenue, Brooklyn, New York. St. Stanislaus Kostka church at 607 Humboldt Street, Brooklyn, New York is 0.7 miles North-East from Condominium; Congregation Ahavath Israel Synagogue at 108 Noble Street, Brooklyn, New York is 1.0 miles North - West from Condominium; Kingdom of Jehova's Witnesses at 278 Driggs Avenue, Brooklyn, New York is 0.5 miles North from Condominium. The area is served by G line of the NYC subway (Greenpoint Avenue Station and Nassau Avenue Station) and B43, B48 and B61 buses. The Condominium is near the Brooklyn - Queens Expressway. Shopping is nearby.

The area has numerous private homes and multiple dwelling buildings. On the North side of the Condominium there is located an empty lot used as a storage of construction equipment. On the South side of the Condominium there is located residential three- story building. The West side of the Condominium is characterized by commercial one story building and the East side of the Condominium is characterized by residential two-story building.

The neighborhood is served by Mosignor McGolrick Park and McCarren Park, as a recreational area, and Woodhull Hospital located at 760 Broadway, Brooklyn, New York (1.3 miles South - East from the Condominium).

Police, Fire, Water, Sanitation, Snow Removal and Road Maintenance

These services are provided by the City of New York and all charges (except water) are financed through real estate taxes paid by the Unit Owners to The City of New York. Water is provided by Department Environmental Protection NYC Water Supply located at 1 W 40th Street, New York, NY 10018 (4.8 miles North - West from the Condominium). Sanitation, and snow removal is provided by Department of Sanitation at 44 Beaver Street, New York, NY 10004 (5.4 miles South - West from the Condominium), however Superintendent, chosen by Maintenance Company, is responsible to remove the snow in front of his building. The nearest State of New York Department of Transportation responsible for road maintenance is located at 4740 21't Street, Astoria, NY 11101 (2.3 miles North from the Condominium). The nearest police precinct serving the area is the 94th precinct at 100 Meserole Avenue, Brooklyn, New York (0.9 miles North from the Condominium). Fire protection is provided by

Ladder 106 firehouse at 205 Greenpoint Avenue, Brooklyn, New York (1.2 miles North from the Condominium).

Zoning

The property is located within an R6 District. The Condominium is a Class J2 - Residential (apartment house) and Zoning Use Group - 2, as permitted as - of - Right in R6 District. There are not any visible uses presently in existence or proposed in adjacent or nearby buildings that purchaser would find obnoxious.

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SCHEDULE A - PURCHASE PRICES OF UNITS AND RELATED INFORMATION

BELVEDERE XXXII CONDOMINIUM
63 JACKSON STREET, BROOKLYN, NEW YORK 11222
SCHEDULE A
JULY 1, 2010- JUNE 30, 2011

UNIT	NUMBER OF BATHROOMS	NUMBER OF BEDROOMS	AREA OF LIMITED COMMON ELEMENTS (SQ. FT.)	INTERIOR AREA (SQ. FT.)	OFFERING PRICE	PERCENTAGE OF COMMON INTEREST	PROJECTED MONTHLY COMMON CHARGE	PRESENT MONTHLY REAL ESTATE TAXES WITH ABATEMENT 2009 / 2010	MONTHLY REAL ESTATE TAXES WITHOUT ABATEMENT	ANNUAL REAL ESTATE TAXES WITH ABATEMENT 2009/2010	ANNUAL REAL ESTATE TAXES WITHOUT ABATEMENT	TOTAL MONTHLY PROJECTED CARRYING CHARGES (1ST YEAR) WITH ABATEMENT	TOTAL MONTHLY PROJECTED CARRYING CHARGES (1ST YEAR) WITHOUT ABATEMENT
1A	1.5	STUDIO	368 REAR YARD	1309	$ 549,000.00	12.20	$ 237.42	$ 14.04	$ 1,061.64	$ 168.48	$ 12,739.73	$ 251.46	$ 1,299.06
1B	1.5	1	368 REAR YARD 107 REAR PATIO	1197	$ 639,000.00	14.21	$ 276.53	$ 16.35	$ 1,236.55	$ 196.24	$ 14,838.65	$ 292.88	$ 1,513.08
2A	1	1	24 RECESS	668	$ 399,000.00	8.87	$ 172.61	$ 10.21	$ 771.87	$ 122.50	$ 9,262.41	$ 182.82	$ 944.48
2B	1	1		689	$ 419,000.00	9.31	$ 181.18	$ 10.71	$ 810.16	$ 128.57	$ 9,721.87	$ 191.89	$ 991.34
3A	1	1	75 BALCONY + 225 STORAGE 5' HIGH	636	$ 479,000.00	10.65	$ 207.25	$ 12.26	$ 926.76	$ 147.08	$ 11,121.16	$ 219.51	$ 1,134.01
3B	1	1	85 BALCONY + 225 STORAGE 5' HIGH	689	$ 499,000.00	11.09	$ 215.81	$ 12.76	$ 965.05	$ 153.15	$ 11,580.62	$ 228.57	$ 1,180.86
4A	1	1	75 BALCONY + 333 ROOF DECK	990	$ 599,000.00	13.32	$ 259.21	$ 15.33	$ 1,159.11	$ 183.95	$ 13,909.28	$ 274.54	$ 1,418.32
4B	3	3	153 BALCONY/ ROOF DECK 4th FL+ 160 BALCONY 5th FL+ 400 BALCONY/ ROOF DECK Penthouse level + 23 BALCONY Penthouse level 65 BULKHEAD Penthouse 197 ROOF DECK / Roof level	1409	$ 915,000.00	20.35	$ 396.03	$ 23.42	$ 1,770.86	$ 281.03	$ 21,250.28	$ 419.45	$ 2,166.89
TOTAL				7587	$ 4,498,000.00	100.00	$ 1,946.04	$ 115.08	$ 8,702.00	$ 1,381.00	$ 104,424.00	$ 2,061.12	$ 10,648.04

*CELLARS, ATTICS, MEZZANINES, ROOF DECK AREA, BALCONIES AND RECREATIONAL AREAS USED IN CONJUNCTION WITH THE APARTMENTS MAY NOT BE USED AS BEDROOMS, AND MAY NOT BE RENTED.

Notes to Schedule A

(1) Prospective Purchasers should refer to the Floor Plans included in Part II of the Plan for an approximation of the dimensions and typical layouts of Units. The room count for each Unit was determined by Sponsor's architect in accordance with industry practice for new construction condominiums and does not necessarily conform to the zoning room count or the method utilized by the Real Estate Board of New York. Recreational areas on Cellar Level used in conjunction with the apartments directly above may not be used as bedrooms, and may not be rented. Any changes to the cellar layout must be approved by the New York City Department of Buildings. Each Unit should be inspected to determine its actual dimensions, layout and physical condition prior to Closing.

(2) The square foot area and dimensions of the Units listed in Schedule A or in the Declaration are approximate within reasonable tolerances and may change due to field conditions, construction variances and tolerances and were obtained by using the method customarily used in New York City to measure condominium apartments. No such variation will affect a Purchaser's obligations under the Purchase Agreement or the Plan unless the net square foot area of the Unit is materially different, thereby giving the Purchaser a right to rescind. Sponsor's sole obligation if the net square foot area of the Unit is so diminished shall be to refund the Deposit made under the Purchase Agreement and any interest earned thereon. Each Unit consists of the area measured horizontally from the exterior line of the exterior wall or of the glass (perimeter mechanical pipes are not deducted) to the centerline of the partitions separating the Unit from the corridors, stairs, and other mechanical equipment spaces. Each Unit will consist of the area measured vertically from the top of the rough floor to the underside of the rough ceiling. Each Unit's interior area may be substantially less than shown in Schedule A. All Unit dimensions comply with plans submitted to the Department of Buildings on December 31, 2007 under Application #310070561, approved on April 26, 2008 and amended on March 13, 2009.

(3) The purchase prices and other terms of sale (as more fully set forth in the Section of the Plan entitled "Changes in Prices and Units") of Units may be negotiated by Sponsor and, therefore, may be changed. Accordingly, Purchasers may pay different purchase prices for similar Units. The effect of this, as well as the right of Sponsor to change purchase prices, is more particularly discussed in the Section entitled "Changes in Prices and Units." In addition to the payment of the purchase price, each Purchaser will be responsible for the payment of certain closing costs and expenses at the time of Closing, as explained in the Section entitled "Closing Costs and Adjustments." If Purchaser obtains a mortgage loan, Purchaser will be responsible for the payment of additional closing costs and expenses relating to such loan. There will be an apportionment of certain charges relating to the Unit at the time of Closing. THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO REVIEW OR APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENT AGENCY.

(4) (a) The percentage interest of each Unit in the Common Elements is based upon the floor space, subject to the location of such space and the additional factors of relative value to other space in the condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit, the approximate proportion that the floor space of the Unit bears to the aggregate floor area of all Units, in accordance with the provisions of Section 339-i (1)(iv) of the Condominium Act.

(b) The percentage interest of each Unit in the Common Elements is apportioned in the same proportion that the Unit bears to the aggregate Common Interests of all of the Units in the Condominium.

(5) The estimated monthly Common Charges for each Unit are based on the Schedule B - First Year's Budget prepared by Sponsor's Condominium Budget Expert on the assumption that the first year of Condominium operation will be the year from July 1, 2010 through June 30, 2011. The actual first year of Condominium operation may be earlier or later than such year. In addition to these estimated payments, each Unit Owner will be responsible for real estate taxes on his Unit, mortgage payments under a loan, if any, obtained to finance the purchase of his Unit, the cost of electricity and gas supplied to his Unit which will be separately metered and payable directly to the utility company, the cost of any insurance which he may wish to obtain for his Unit (and which Sponsor strongly urges each Unit Owner to obtain) and the cost of interior repairs and decorations to his Unit. All Unit Owners from the date of Closing, including Sponsor, with respect to all Unsold Units shall be responsible for payment of all Common Charges with respect to their respective Units.

(6) The aggregate real estate taxes during the first year of Condominium operation are expected to be approximately $1,381.00 The valuation remains subject to taxation at the then current tax rate from year to year. The tax calculated on such valuation is referred to herein as the "Minimum Tax." This assumes that Property will be certified as eligible for a partial tax exemption pursuant to Section 421-a of the New York Real Property Tax Law. Under that section, qualified multiple dwellings are granted a partial exemption from real property taxation during the course of construction and for a 15-year period thereafter, with 100% abatement during the first ten years following completion of construction, and during the next 5 years the exemption is cumulatively eliminated by 20% each year. Sponsor has obtained a Preliminary Certificate of Eligibility for partial tax exemption from the New York City Department of Housing Preservation and Development. It is expected that a permanent Certificate of Occupancy for the entire Building will be obtained prior to April 1, 2010 (the taxable status date for the 2009-2010 fiscal year) and that the fifteen-year period will begin with the 2009-2010 fiscal year. It is expected that only the Minimum Tax will be due with respect to the 2009-2010 through 2019-2020 fiscal years (together including all of the 12 month period of the first year of Condominium operation) because construction will not be completed until after March 1, 2010. The estimated tax is based in the assumption that the partial exemption will be in effect for the first year of Condominium operation and that there will not be any change in the taxable status of the Property. No warranty or guarantee is made as to the amount of any tax exemption that will actually be received. In addition, no warranty or

guarantee is made that the actual assessed valuation or the assessed valuation for the Property if Section 421-a benefits are granted will be as projected above, that the projected tax rate will be in effect for all or any portion of the Property during the first year of Condominium operation or the real estate taxes will be allocated among Units in proportion to the appurtenant Common Interests. In no event will Sponsor, Sponsor's counsel, the Selling Agent or an offeror hereunder be liable to any Purchaser, nor will any Purchaser have the right to rescind his Purchase Agreement, in the event Section 421-a benefits are not granted or, if granted, in the event the amount of such exemption and the resulting taxes differ from those projected.

(7) The figures in columns 13 and 14 represent the aggregate estimated monthly carrying charges which include estimated Common Charges and estimated real estate taxes with and without abatement, respectively. Reference should be made to note (5) of these Notes for certain other "home ownership" costs that may be incurred by Unit Owners. It is possible that tax abatement will not be in place at the time of the closing of the first sale, and therefore, Purchasers should be prepared to pay full tax (column 14). (See also section of the Plan entitled "Anticipated Real Estate Tax Exemption Benefits" for details).

(8) A Purchaser of a Unit will be required to make a contribution at the Closing of Title to his Unit to the Working Capital Fund of the Building. The contribution shall be in an amount equal to two (2) months' Common Charges in effect at the time of Closing such Unit (see the Section of the Plan entitled "Working Capital Fund and Apportionments" for details).

(9) Attic, mezzanine, balconies, storage, and recreational areas may not be used for sleeping quarters.

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SCHEDULE B - FIRST YEAR'S BUDGET

SCHEDULE B
PROPOSED BUDGET FOR
CONDOMINIUM OPERATION OF
63 JACKSON CONDOMINIUM
(July 1, 2010 to June 30, 2011)

INCOME	
Common Charges (Note 1)	$23,352.52
Total Projected Income	$23,352.52
EXPENSES	
Salaries and Wages (Note 2)	$ 8,006.45
Electricity (Note 3)	$ 474.13
Water & Sewer (Note 4)	$ 3,290.00
Repairs, Maintenance and Supplies (Note 5)	$ 1,620.00
Insurance (Note 6)	$ 3,538.98
Management (Note 7)	$ 2,300.00
Legal and Auditing (Note 8)	$ 1,400.00
Contingency (Note 9)	$ 600.00
Reserve Fund (10)	$ 2,122.96
Total (Note 11)	$23,352.52

FOOTNOTES TO SCHEDULE B

1. Common Charges (Budget - $23,352.52)

The amount of the Common Charges is the estimated income needed to pay the Common Expenses attributable to the Common Elements. The Common Charges are derived by multiplying the Common Expenses attributable to the Units by their respective total Common Interest.

2. Salaries and Wages (Budget - $8,006.45)

There will be one (1) Porter who will be available two (2) hours four (4) days per week. The Porter will be a non-union employee. The Porter's base hourly wage will be $15.50 per hour. The proposed hourly figure exceeds New York State minimum hourly wage. The Porter will be in charge of trash removal, common area cleaning, snow removal, minor maintenance tasks such as changing light bulbs and service usually performed by a porter. Other, more substantial repairs will be performed by outside contractors. The cost attributed to the Porter includes all withholding taxes, vacation and sick benefits, required payroll taxes, more particularly defined as follows:

Salary $6,448.00 (8 hours per week, 52 weeks per year, at the rate of $15.50 per hour)
Workers' Compensation $644.80
Disability insurance $100.00
State unemployment insurance $264.37
Federal unemployment insurance $56.00
Social security $399.78
Medicare tax $93.50

Total payroll taxes and benefits: $1,558.45. The proposed level of staffing complies with the applicable law. However, purchasers are advised that there is no legal requirement for a Porter or superintendent for a building of this size, and that the Unit Owners may, in the future, elect to discontinue the services of the Porter and perform the duties themselves.

3. Electricity (Budget - $474.13)

Heat will be provided to the Common Areas by an electrical unit. The budgeted figure represents projected consumption cost of electricity of approximately 5,730 KWH per year at the current rate of $0.076 per KWH and includes sales tax rate of 8.875%. Current inflation factor is 0.031 cents.

All units will be separately metered for heat, water and electricity. Each Unit Owner will pay the charges directly to the provider as and when bill for electricity furnished to his or her Unit as measured by each separate meter. Unit costs will be based upon current tariffs, now $6.76 per 100 cubic feet of usage.

The utility rates are largely affected by increases in the price of fuel paid by utility company, among other factors. The cost of fuel is largely influenced by the charge for foreign fuel oil, which is the principal source of fuel oil used in this section of the United States.

4. Water and Sewer (Budget - $3,290.00)

Water for individual Unit use is supplied by the City of New York. Water supply will be master metered for all units. Charges for sewer use are proportional to the metered water consumption and will be allocated by the City of New York accordingly. The budgeted figure is based upon the estimated residential use multiplied by the current rates charged by the City of New York of $6.76 per 100 cubic feet of usage.

5. Repairs, Maintenance and Supplies (Budget - $1,620.00)

The budgeted figure for these items include the cost of normal maintenance, decoration and painting to the Common Elements. Each Unit Owner will be responsible for the cost of maintenance, repairs, decoration, painting and appliances for his or her respective Unit.

The budgeted figure represents the estimated annual cost of maintaining and repairing roofing, interior walls, exterior repairs, heating systems, plumbing, electrical work, exterminating, ground maintenance, janitor supplies and painting of common areas.

6. Insurance (Budget - $3,538.98)

The following insurance coverage will be maintained covering the Condominium for the first year of Condominium operation, and will be obtained from Andrzej Jazurek, insurance brokers, 6001 Madison Street, Ridgewood, N.Y. 11385.Sponsor has received assurance from an insurance expert, O'Kane Realty, that this amount is ample coverage and the policy is adequate.

Items Covered	Coverage Amount Limit	Deductible
Replacement Cost Coverage	$1,200,000.00	$5,000.00
Commercial General Liability		
Each Occurrence	$1,000,000.00	none
Personal and Advertising Injury	$1,000,000.00	none
Medical Expense (any one person)	$ 5,000.00	none
Damage to premises rented	$ 50,000.00	
Products Completed Operations	included	none
General Aggregate	$2,000,000.00	none
Equipment Breakdown	included	none
Directors' and Officers' Liability	$1,000,000.00	none
Employee Dishonesty	$ 100,000.00	none
Forgery & Alteration	included	None

The estimated annual premium for the foregoing coverage is $3,538.98. It is not possible to predict future premiums. Although the projection is believed to be reasonable, no budget item is warranted.

Sponsor will deliver a fire and liability insurance binder or policy to the Board of Managers prior to or at the First Closing of a Unit. The insurance meets the requirements of any mortgage lender procured by Sponsor. The premium will be financed and Sponsor will pay the initial installment of the premium, for which Sponsor shall be reimbursed at the earlier of (i) one (1) year from and after the first closing, without interest or (ii) at the time of the closing of the last Unit. Thereafter, the cost for such binder or policy will be paid by the Board (and shared by all Unit Owners as a portion of Common Charges). The proposed insurance coverage satisfies the requirements of the management agreement described below. The terms of the all-risk policy will provide that such Unit Owner is an additional insured and that there will be no cancellation without notice to the Board of Managers and Unit Owners. The policy will waive subrogation, invalidity because of the acts of the insured and Unit Owners and any pro-rata reduction if additional Unit Owners obtain coverage.

Each Unit Owner should consider the desirability of obtaining additional insurance at his or her own expense covering (i) fire or casualty loss of the contents of his or her Unit and any replacements, additions, upgraded fixtures and improvements therein and (ii) liability for personal injury or Property damage as a result of occurrences in his or her Unit.

7. Management (Budget - $2,300.00)

At the first closing, the Board of Managers will enter into a management agreement with Belvedere Builders Consulting LLC with an office at 610 Manhattan Avenue, Brooklyn, N.Y. 11222, for an initial term of one (1) year. The agreement will be renewed from year to year thereafter, unless terminated by either party upon sixty (60) days written notice of the other party. The Managing Agent may receive fees from Unit Owners (including the Board but excluding Sponsor, any principal of Sponsor, Sponsor's designee or other owner of an Unsold Unit) who sell or lease their Units. If engaged by the Board, the Managing Agent may receive additional commissions in accordance with its rates then in effect for leasing or selling Units owned by the Board or its designees.

8. Legal and Auditing (Budget - $1,400.00)

Auditing fees in connection with the preparation of the financial statements for the Condominium's first year of operation will be $1,000.00. Legal fees are estimated to be $400.00 for the Condominium's first year of operation. These estimates are based on comparable services for similar condominiums of similar size and operation. Financial statements of the Condominium shall be audited as long as Sponsor is in control of the Board of Managers. The auditing fees include preparation of income tax returns.

9. Contingency (Budget - $600.00)

This item will provide a fund for possible increases in budgeted items or for unforeseen operating expenses. The budget may be modified from time-to-time prior to the commencement of or during the first year of operation, to adjust both income and expense items, in which event the amount of the budget for contingencies will be adjusted.

10. Reserve Fund (Budget - $2,122.96)

This budget item, roughly ten percent (10%) of the remainder of the budget is intended to provide sufficient funds for capital improvements many years in the future.

11. Total Estimated Expenses (Budget - $23,352.52)

The projections set forth in this budget assume that the first year of Condominium operation will cover the period from July 1, 2010 through June 30, 2011.

NOTE

SPONSOR EXPECTS TO CLOSE TITLE TO THE FIRST UNIT IN JULY 2010. IN THE OPINION OF SPONSOR, THE PROJECTED INCOME IS ADEQUATE TO MEET THE ESTIMATED EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION, ASSUMING SUCH FIRST YEAR TO BE THE YEAR COMMENCING JULY 1, 2010. 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 YEAR OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY BY THE BOARD OF MANAGERS WILL BE AS SET FORTH IN SAID BUDGET.

IT IS LIKELY THAT THE ACTUAL INCOME AND EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION WILL VARY FROM THE AMOUNTS SHOWN IN THE BUDGET.

IN THE EVENT THAT THE ACTUAL OR ANTICIPATED DATE THAT CONDOMINIUM OPERATIONS WILL COMMENCE IS DELAYED BEYOND DECEMBER 31, 2010, THEN IN SUCH EVENT, THIS PLAN WILL BE AMENDED TO REFLECT A REVISED BUDGET FOR THE FIRST YEAR OF CONDOMINIUM OPERATION. ADDITIONALLY, IN THE EVENT THAT THE REVISED BUDGET EXCEEDS THE ORIGINAL BUDGET BY MORE THAN TWENTY-FIVE (25%) PERCENT, OR THE CONDOMINIUM OPERATIONS WILL COMMENCE AFTER JULY 1, 2011, THEN IN EITHER EVENT, PURCHASERS SHALL HAVE THE RIGHT TO RESCIND THEIR RESPECTIVE PURCHASE AGREEMENTS WITHIN FIFTEEN (15) DAYS FROM AND AFTER DELIVERY OF A COPY OF THE REVISED BUDGET TO SAID PURCHASERS. IN THE EVENT THAT ANY PURCHASERS ELECT TO RESCIND THEIR RESPECTIVE PURCHASE AGREEMENTS PURSUANT TO THE FOREGOING PROVISIONS OF THIS PARAGRAPH, THEN IN SUCH EVENT, SPONSOR WILL REFUND THE DOWN PAYMENTS UNDER SAID RESCINDED CONTRACTS, TOGETHER WITH ALL INTEREST ACCRUED THEREON, TO THE PURCHASERS UNDER SAID RESCINDED CONTRACTS.

SPONSOR HAS RESERVED THE RIGHT TO ENTER INTO SERVICE, MAINTENANCE, EMPLOYMENT, CONCESSIONAIRE, AND OTHER AGREEMENTS THAT WILL BE BINDING ON THE BOARD OF MANAGERS UPON COMMENCEMENT OF CONDOMINIUM OPERATION. HOWEVER, SPONSOR MAY NOT ENTER INTO ANY BINDING SERVICE, MAINTENANCE, EMPLOYMENT, CONCESSIONAIRE AND OTHER AGREEMENTS THAT WILL MATERIALLY INCREASE THE FIRST YEAR'S PROJECTED COMMON CHARGES OR THAT WILL BE BINDING ON THE BOARD FOR A PERIOD OF MORE THAN TWO (2) YEARS FROM THE COMMENCEMENT OF CONDOMINIUM OPERATION, UNLESS DISCLOSED IN AN AMENDMENT.

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SCHEDULE B-1 FOR INDIVIDUAL ENERGY COSTS

SCHEDULE B-1

ELECTRICITY USAGE
(ESTIMATE)

APT. #	ENERGY USAGE	COST OF ENERGY/MONTH (RATE 0.076/KWH)
1A	1,380 KWH	$104.88
1B	1,230 KWH	$93.48
2A	748 KWH	$56.85
2B	767 KWH	$58.29
3A	715 KWH	$54.34
3B	767 KWH	$58.29
4A	1,070 KWH	$81.32
4B	1,483 KWH	$112.71

SCHEDULE B-1

GAS USAGE (ESTIMATE)

APT #	COOKING GAS DOMESTIC COST PER YEAR (W/O SALES TAX)	USAGE OF THERM FOR COOKING GAS
1A	$240.00	400
1B	$240.00	400
2A	$240.00	400
2B	$240.00	400
3A	$240.00	400
3B	$240.00	400
4A	$240.00	400
4B	$240.00	400

SMITH ELECTRIC CORP.

120 DOBBIN STREET

BROOKLYN, NY 11222

718-771-6934

August 3, 2009

PROJECTION REGARDING ELECTRICITY USAGE FOR 8 FAMILY CONDOMINIUM PROJECT LOCATED AT 63 JACKSON STREET, BROOKLYN, NY 11211

The main electrical services shall enter the building underground at Jackson Street. The service shall have the capacity of 400 amps at 208 volt, three phase panel. The electricity rate is 11.83 cents per KWH at the present time. The approximate usage for common area and service will be 5,730 KWH per year. Based on that year approximate cost for common area and service for the building will be $677.86 per year plus sales tax $58.46 per year which makes total cost of energy $736.32 per year.

Inflation factor is 0.031 cents. Sales tax is 8.625%.

All units are separately metered for electricity and each unit owner will be responsible for the payment of all electricity furnished to their unit.

The typical apartment shall have approximately 15 – 24 circuits, including air conditioning, appliance circuits and general lighting circuits as required.

The approximate usage of energy for typical apartment will be 1020 KWH per month.

The approximate cost for energy for typical apartment will be $120.67 per month based on the rate 11.83 cents per KWH.

Sincerely,

Steve Smith

Orbit Plumbing & Heating Inc
2341 Mc Donald Avenue
Brooklyn, NY 11223
TEL: 718/ 376-2666 FAX: 718/ 376-4910

August 3, 2009

RE: 8 Family House Located at

63 Jackson Street, Brooklyn, NY 11211

TO WHOM IT MAY CONCERN:

This is to certify that the cost of energy for 8 units building located at 63 Jackson Street, Brooklyn, NY 11211 is following: National Grid rate is $0.60 per therm. Thermal factor is 1.0306 and sales tax is 4.1250%.

AP. #	COST OF HEATING AND HEAT WATER PER YEAR (WITHOUT SALES TAXES)	USAGE OF THERM FOR HEATING AND HOT WATER	COOKING GAS (DOMESTIC COST PER YEAR - WITHOUT SALES TAX)	USAGE OF THERM FOR COOKING GAS
1A	$ 1,062.00	1770	$ 240.00	400
1B	$ 1,011.00	1685	$ 240.00	400
2A	$ 594.00	990	$ 240.00	400
2B	$ 603.60	1006	$ 240.00	400
3A	$ 588.60	981	$ 240.00	400
3B	$ 603.60	1006	$ 240.00	400
4A	$ 858.00	1430	$ 240.00	400
4B	$ 1,092.00	1820	$ 240.00	400

This estimate is based on maintaining a temperature of 70 degrees at the thermostat for 16 hours a day and 60 degrees for 8 hours as the night temperature. It does not include gas used for any other purpose than house heating and domestic usage. Furthermore, this estimate is based on existing conditions as recorded in the site plan and approved by Energy Consultant.

Sincerely,

John Knobloch

ORBIT PLUMBING & HEATING INC.
2341 McDonald Ave
Brooklyn NY 11223
Tel (718) 376-2666 Fax (718) 376-4910

COMPLIANCE WITH REAL PROPERTY LAW SECTION 339-i

O'KANE REALTY
72-01 GRAND AVENUE
MASPETH, N.Y. 11378
TEL. (718) 779-1111

PART 20: LETTER TO ATTORNEY GENERAL
RE: REAL PROPERTY LAW SECTION 339-I COMPLIANCE

August 19, 2009

Department of Law, State of New York
Real Estate Financing Bureau
120 Broadway
23rd floor
New York, New York 10271

Re: Condominium Offering Plan
Belvedere XXXII Condominium
63 Jackson Street, Brooklyn, New York 11211 ("Property")

Dear Sir/Madame:

63 Jackson St., LLC, Belvedere XXXII ("Sponsor") of the Condominium Offering Plan ("Offering Plan") for the Property retained O' Kane Realty ("Firm") to review the percentage of Common Interest in the Common Elements allocated to each Unit in the Property set forth in Schedule A of the Offering Plan.

John O' Kane, a principal of the Firm, is a licensed real estate broker in the State of New York and has managed 7 buildings for over 14 years.

The Firm has been advised by Sponsor that the Common Interest of each Unit has been determined in accordance with Real Property Law Section 339-i (1)(iv), this method of determining Common Interest being reasonable and equitable.

The Firm certifies that it is not owned or controlled by Sponsor and that it has no financial interest in the offering other than its fee for services rendered in connection with the

preparation of this letter. The Firm understands that a copy of this letter is intended to be incorporated into the Offering Plan.

All capitalized terms not defined in this letter shall have the meaning ascribed to them in the Offering Plan.

Very truly yours,

O'KANE REALTY

By: _____
John O'Kane

Sworn to before me this
19th day of August, 2009

_____
Notary Public

MICHAEL BOGUN
Notary Public, State of New York
No. 01BO6120059
Qualified in Queens County
Commission Expires Dec. 13, 2012

OPINIONS OF COUNSEL

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MARIA CHRISTINE BIELESZ
Attorney at Law

500 Fifth Avenue, Suite 1610
New York, NY 10110
(212) 944-5104
Fax (212) 944-8720

October 2, 2009

63 Jackson St., LLC
60-43 Maspeth Avenue
Maspeth, N.Y. 11378

Re: BELVEDERE XXXII CONDOMINIUM ("Condominium")

Gentlemen:

You have requested our opinion regarding the allocation of Common Interests to the Units in the Condominium as required by NYCRR Section 20.3(y)(5) and the availability of tax deductions/exemptions for real estate taxes as required by NYCRR Section 20.3(y)(1)and (3). Except where otherwise indicated, the terms used in this opinion shall have the same meaning as set forth in the Offering Plan ("Plan") for the Condominium.

I. Common Interests

In connection with rendering this opinion we reviewed the allocation of Common Interests as shown on Schedule A of the Plan and the Declaration establishing the Condominium. We also considered the relevant sections of the New York State Condominium Act and such other materials as we deem relevant. Our opinion is based upon the factual determinations made by O'Kane Realty, Inc. We have made no independent investigation of the truth or accuracy of the factual determination of O'Kane Realty, Inc.

Based upon review of the foregoing, we have determined that Common Interests were allocated pursuant to the method set forth in Real Property Law ("RPL") Section 339-i (1) (iv), i.e., based upon the floor space, subject to the location of such space and the additional factors of relative value to other space in the condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit, in accordance with subsection iv.

Accordingly, based upon the foregoing it is our opinion that RPL Section 339-i has been complied with in assigning Common Interests to the Units. This opinion, while based upon existing

rules of Law applied to the facts and documents referred to above, is not a guarantee to Purchasers. In no event will the Sponsor, 63 Jackson St., LLC, the Selling Agent, the Managing Agent or the Condominium Board be liable if there are changes in the facts on which we have relied in issuing this opinion or if there are changes in RPL Section 339 or other applicable Law.

II. Real Estate Taxes

In connection with rendering this opinion we reviewed the applicability of the City of New York's program for partial real estate tax exemption under Section 421-a of the Real Property Tax Law. Our opinion is based upon the factual determinations made by Moseson & Associates. We have made no independent investigation of the truth or accuracy of the factual determination of Moseson & Associates.

These opinions are not guarantees; they are based on the existing rules of law applied to the facts and documents referred to above. No assurances can be given that the tax laws upon which we base this opinion will not change. In no event will Sponsor, Sponsor's attorney, the Condominium Board, the Selling Agent, the Managing Agent, or any other party be liable if there are changes in the facts on which we relied in issuing this opinion or if there are changes in the applicable statutes, regulations, rulings or decisions on which we relied which cause the Residential Unit Owners not to be entitled to the income tax deductions described above or which affect the tax treatment of the Condominium Board as described herein.

The opinion expressed herein is based solely on New York Law.

Very truly yours,

Maria Christine Bielesz

MARIA CHRISTINE BIELESZ
Attorney at Law

500 Fifth Avenue, Suite 1610
New York, NY 10110
(212) 944-5104
Fax (212) 944-8720

October 2, 2009

63 Jackson St., LLC
60-43 Maspeth Avenue
Maspeth, N.Y. 11378

Re: BELVEDERE XXXII CONDOMINIUM ("Condominium")
63 Jackson Street, Brooklyn, NY 11211

Ladies and Gentlemen:

In connection with the Offering Plan for the above referenced offering of condominium units (the "Plan") you have requested an opinion (a) as to the deductibility for federal and New York State income tax purposes of payments for home mortgage interest and real estate taxes by individual Unit owners, and (b) as to the tax status of the condominium association (the "Association").

All capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Plan.

I understand that under the Plan each Unit Owner will hold title to his Unit and an undivided interest in the Common Elements of the Property in fee simple. Under New York State law, each Unit and its interest in the Common Elements will be taxed as a separate parcel for real estate tax purposes. Each Unit Owner may place a separate mortgage on his Unit and, by doing so, incur direct liability for the interest payable on such mortgage.

In my opinion under present law, subject to the limitations discussed in the following paragraph and subject to limitations imposed on the deduction of itemized deductions, interest on a mortgage secured by a Residential Unit paid or accrued by owner of such Residential Unit who is liable for the interest payment on such mortgage and who uses the Residential Unit exclusively as his personal residence will be deductible for federal income tax purposes in the appropriate year according to his method of accounting, provided that he or she itemizes his or her deductions. In rendering this opinion, I assume that such interest is not prepaid, that the mortgage proceeds were used by the Residential Unit

Owner to purchase the Residential Unit, that the Residential Unit is the owner's principal residence and that the Residential Unit Owner is an individual.

Except as provided below, residential interest is deductible if paid or accrued during the taxable year on indebtedness which is secured by either the taxpayer's principal residence, as defined for purposes of exclusion of gain on sale under Internal Revenue Code ("Code") Section 121, or on certain designated second homes. However, a ceiling is placed on the amount of indebtedness which may be taken into account for purposes' of this deduction. However, special limitations may apply to the deductibility of points and prepaid interest if any.

It is also my opinion under present law that real estate taxes assessed against a Residential Unit Owner's Residential Unit which are paid or accrued by such owner will be deductible for federal income tax purposes in the appropriate year according to his method of accounting, provided that he or she itemizes the deductions.

Please note that in some cases, the amount of mortgage interest deductible by an individual Unit Owner subject to the alternative minimum tax may be less than the amount deductible by Unit Owner subject to the regular income tax, and that no deduction is allowed for real estate taxes paid by a taxpayer subject to the alternative minimum tax.

The mortgage interest and real estate taxes described above will also be allowable as deductions for New York State income tax purposes to a resident individual. I express no opinion with respect to these items under the New York State personal income tax on non-residents. I also express no opinion as to the taxation of Unit Owners who are not individuals.

With respect to my opinion as to whether the Association will be eligible to qualify as a tax-exempt organization for federal income tax purposes, I find as follows:

In order for the Association to qualify as an exempt organization for federal income tax purposes under Code Section 528, it must meet the following six conditions:

(1) The Association must be organized and operated to provide for the acquisition, construction, management, maintenance, and care of the Association's property.

(2) Sixty percent (60%) or more of the Association's gross income for the taxable year must consist solely of amounts received as membership dues, fees or assessments from owners of Units.

(3) Ninety percent (90%) or more of the expenditures of the Association for the taxable year must be expenditures for the acquisition, construction, management, maintenance, and care of the Association's property.

(4) No part of the net earnings of the Association may inure to the benefit of any Unit owner, other than by acquiring, constructing, or providing management, maintenance, and care of the Association's property and other than by a rebate of excess membership dues, fees or assessments.

(5) The Association must qualify as a "condominium management association," which is an organization meeting the requirements of condition (l), above, with respect to a condominium project "substantially all the Units" of which are used by individuals for residences.

(6) The Association must properly elect to have Code Section 528 apply for the taxable year.

"Substantially all of the units" of a condominium management association will be considered as used by individuals for residences if at least eighty-five percent (85%) of the total square footage of all Units within the project is used by individuals for residential purposes. No building or Unit will be considered as used for residential purposes if, for more than one-half the days in the Association's taxable year, such Unit or building is occupied by a person or series of persons each of whom occupies the Unit or building for less than thirty (30) days.

I have been advised that more than eighty-five percent (85%) of the total square footage of the Premises will be used by individuals for residential purposes and that no person may rent his Residential Unit for a period of less than thirty (30) days. Accordingly, the "substantially all" test should initially be met.

Our review of the documents referred to above indicates that the Association meets all the organizational tests described above for qualification for exemption. Assuming the Plan is consummated in accordance with its provisions and that the Association, in its actual operation, meets the other tests set forth above, it is my opinion that the Association will be eligible to elect tax-exempt status under Code Section 528. If such exempt status is properly elected, it is my opinion that the Association will not be subject to federal income tax for the taxable years in which such election is in effect, except as noted in the following paragraph.

An effective election will exempt from federal income taxation all amounts received by the Association as exempt function income. This consist of amounts received, membership dues, fees, or assessments from owners of Residential Units. However, the Association will be subject to tax on income which is not exempt function income to the extent such income exceeds expenses properly allocable to such income. Examples of income which is not exempt function income are interest earned on reserve funds, amounts received from persons who are not members of the Association, amounts received for work done on privately owned property which is not Association Property, and amounts received from members for special use of the Association's facilities, the use of which is not available to all members as a result of having paid the dues, fees, or assessments required to be paid by all members.

In the event the Association fails to qualify for and elect Code Section 528 taxation status in any year, it may, to the extent it has any income from unrelated sources or from accumulated revenues received by virtue of dues, fees and assessments received from home owners not expended in any taxable year, be subject to Federal and New York State Income Taxation (see Rev. Ruling 74-99, 1974-1 C.B. 131), It should be noted that meeting the qualifying conditions prescribed by statute will require careful periodic planning and monitoring.

Furthermore, if the Association fails to qualify as a "homeowners association", or if it does but chooses not to make the necessary election, its status for tax purposes is unclear. It is possible that in such event the Association may be taxable as a corporation or partnership for federal income tax purposes.

In my opinion, the condominium will be eligible for tax-exempt status, if it elects such status, and unit owners will be entitled to income tax deductions (or the unit owners will be eligible for the real estate tax benefits described above). However, this opinion is not a guarantee; it is based on existing rules of law applied to the facts and documents referred to above. No assurances can be given that the tax laws upon which counsel base this opinion will not change. In no event will the Sponsor, the Sponsor's counsel, the Board of Managers of the condominium, the Selling Agent or any other person be liable if there are changes in the facts on which counsel relied in issuing this opinion or if there are changes in the applicable statutes, regulations, decisional law or Internal Revenue Service rulings on which counsel relied which cause the condominium to cease to meet the requirements of Section 528 of the Internal Revenue Code of 1986, as amended, or the New York State tax law, as amended, and cause the unit owners not to be entitled to income tax deductions (or which cause unit owners not to be or to cease to be entitled to the benefits or the level or duration of benefits described above).

This opinion is based solely on the facts and documents referred to above. No warranties are made that the tax laws upon which counsel bases this opinion will not change. In no event will the Sponsor, the Sponsor's counsel, the Association, counsel to the Association, or any other person be liable if by reason of future changes in fact or applicable law, regulation, decisional law or Internal Revenue Service rulings the tax status or zoning matters should cease to meet the requirements contained in this opinion. **ACCORDINGLY, IT IS RECOMMENDED THAT EACH PROSPECTIVE PURCHASER OF A RESIDENTIAL UNIT CONSULT WITH HIS OR HER OWN TAX ADVISOR CONCERNING THE FEDERAL, NEW YORK STATE, AND NEW YORK CITY TAX CONSEQUENCES OF THE PURCHASE AND OWNERSHIP OF A RESIDENTIAL UNIT.**

I express no views as to any Federal, New York State, New York City tax consequences or as to any aspects of the Plan other than those explicitly discussed in this opinion, or as to the tax status and tax consequences of the Plan under the laws of any other U.S. or foreign jurisdiction. This opinion also does not address the tax consequences that might arise if Units were acquired and/or leased by the Condominium Board.

I make no warranty that the Internal Revenue Service, the New York State Department of Taxation and Finance or the New York City Department of Finance will accept any or all of the views stated above.

THE DISCUSSION CONTAINED IN THIS OPINION OF COUNSEL IS NOT INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING U.S. FEDERAL, STATE, OR LOCAL TAX PENALTIES. THIS OPINION OF COUNSEL IS WRITTEN IN CONNECTION WITH THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED IN THIS OPINION OF COUNSEL. EACH TAXPAYER SHOULD SEEK ADVICE BASED ON THE TAXPAYER'S PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

The opinions expressed herein are based upon my review of applicable statutory law and judicial precedent existing as of the date hereof, and I express no opinion as to the effect of any law that is hereafter enacted or any court case that is hereafter decided. This letter is limited to the matters expressly set forth herein, and no opinion is to be implied or may be inferred beyond the matters expressly so stated.

I assume no obligation to update or supplement the opinions contained herein to reflect any changes in statutory law or judicial precedent, or any changes in fact or circumstances, that may hereafter come to our attention pertaining to the subject matter hereof.

I have been advised that you intend to use this letter as part of the Offering Plan and I consent to its inclusion in the Plan.

Very truly yours,

Maria Christine Bielesz

CHANGES IN PRICES AND UNITS

Purchase prices for the Units offered hereby are negotiable and Sponsor reserves the right, at any time and from time to time before and after the recording of the Declaration, without giving prior notice (except as otherwise provided herein) and without the consent of the Condominium Board or any 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. No such change will be made other than pursuant to a duly filed amendment to the Plan filed in advance of any such change, except that Sponsor reserves the right to decrease purchase prices or modify other terms of sale without filing an amendment to the Plan at any time during the offering period if such a decrease in the purchase price or modification of such other terms of sale does not constitute a general offering or an advertised price but is rather the result of an individually negotiated transaction. If any such change is made, a Purchaser of a Unit affected thereby may pay more or less than other Purchasers under the Plan for similar Units, but this will not affect any prior or subsequent sale on Units which are not the subject of such change.

Sponsor reserves the right (except to the extent prohibited by Law) at any time and from time to time, before and after the recording of the Declaration, without giving prior notice and without the consent of the Condominium Board or any Unit Owner or mortgagee, to (a) change the size, layout and square footage of, or number of rooms in any Unit, (b) change the size and/or number of Units by dividing one or more such Units into two or more separate Units, combining separate Units (including those resulting from such subdivision or otherwise) into one or more Units, altering any boundary walls between one or more Units, or otherwise, including incorporating Common Elements (such as a portion of a hallway) which exclusively benefit a Unit into such Unit, and (c) if appropriate, reapportion among the Units affected by any such change, their aggregate Common Interests. In the event of any change pursuant to either (b) or (c) above, such change shall be disclosed in a duly filed amendment to the Plan. No such change, including any change in the Common Interest or in the amount or quality of Common Elements directly affecting or servicing a Unit, will be made with respect to such Unit for which a Purchase Agreement is then in effect and the Purchaser thereunder is not in default, which increases or decreases the net square foot area (excluding interior partitions) or Common Interest by more than 5% or materially changes the layout of such Unit, unless the Purchaser consents to such changes. Provided Purchaser's consent is not required, a Purchaser will not be excused from purchasing his Unit and will not have any claim against Sponsor as a result of any such change, and the change will not affect a Purchaser's obligations under the Purchase Agreement or the Plan. If Purchaser's consent is required as a result of such change and Purchaser refuses to consent, then in such event Sponsor's sole obligation shall be to refund to Purchaser the Deposit made under the Purchase Agreement and any interest earned thereon.

Sponsor will have no liability to any Purchaser, nor will any Purchaser be entitled to a credit, offset or reduction in the purchase price for his Unit or otherwise be relieved from any obligations under the Purchase Agreement by virtue of a minor inaccuracy or error in the Floor Plans.

Once the Declaration is recorded, no change may be made in the number of Units or number of rooms within a Unit, nor may the size of any Unit be changed by subdivision or combination or alteration of boundary walls as aforesaid or otherwise, nor may the Common Interest of any Unit be changed, unless, in each such event, the Declaration and Floor Plans and the Plan are amended with the consent of each Unit Owner whose Unit is directly affected by such change. In the case of material and adverse change in the size or quality of the General Common Elements, no such change shall be made without the consent of every Unit Owner. Sponsor will have the right to amend or to cause the Condominium Board to amend the Declaration to reflect any such material and adverse change and to file such amendment and any necessary Plans and Specifications in connection therewith.

INTERIM LEASES

The Sponsor may, at Sponsor's sole option and discretion, extend an interim lease to any Purchaser who has executed a Purchase Agreement and who is not in default of said Purchase Agreement. The Sponsor may, for any reason or no reason decline to offer an interim lease to any Purchaser, however no interim lease shall be offered to any person that has not executed a Purchase Agreement. The interim lease shall not be deemed to create a landlord-tenant relationship between the Sponsor and the Purchaser, but rather shall be considered a use and occupancy agreement and shall be made part of the Purchase Agreement.

Purchasers that enter into interim leases shall not be afforded the benefits of any rental protection laws. The interim lease shall provide that in the event that the Purchase agreement is cancelled, or if the Plan is abandoned, the Purchaser shall vacate the Unit within thirty (30) days after receipt of written notice from the Sponsor indicating the same. All interim leases will provide that an uncured default of the interim lease shall also be considered a default of the Purchase Agreement, and that an uncured default of the Purchase Agreement shall be considered a default in the interim lease. Notwithstanding the foregoing, before the Sponsor can declare a default under the Purchase Agreement resulting from a default of the interim lease, the Sponsor must first obtain either an order of eviction or other judgment from a court or agency of competent jurisdiction against the interim lessee, unless the interim lessee has vacated the Unit. The interim lessee has thirty (30) days to vacate the Unit upon receipt of such notice of a default or notice that the Plan has been abandoned.

Should the Purchaser/interim lessee deliver written notice to the Sponsor rescinding the Purchase Agreement, the Purchaser/interim lessee must vacate the Unit within ten (10) days thereafter said delivery.

No Purchaser shall have the right to occupy a Unit prior to the closing of title unless sponsor agrees to permit such occupancy under an interim lease or other written agreement, but in no event prior to the issuance of a Temporary or Permanent Certificate of Occupancy. Any Purchaser that occupies a Unit prior to closing, including for the mere storage of personal property within a Unit, without execution of an interim lease or other like agreement with Sponsor shall be in default of the Purchase Agreement. All risk of loss or damage to which occurs prior to closing is assumed by Sponsor prior to the first closing unless a Purchaser takes possession or occupancy of a Unit prior to closing. If a Purchaser takes possession of or occupies a unit prior to closing, the Purchaser shall assume the risk of any losses not covered by Sponsor's or the Condominium's insurance policy. Sponsor, however, shall not be obligated or liable to repair any damage or replace any loss. If Sponsor (or in the event that the Declaration is filed, the Unit Owners) does not elect to repair any damage, the Purchase Agreement will be cancelled and of no further force or effect. Any funds deposited by Purchaser shall be returned with interest earned thereon, to the Purchaser.

The Sponsor has the right to demand that Purchasers obtain insurance prior to taking possession of any unit.

PROCEDURE TO PURCHASE

A prospective Purchaser desiring to purchase a Unit will be required to execute a Purchase Agreement, which will be in the form set forth in Part II of the Plan.

Prospective Purchasers shall be afforded not less than three (3) days to review the Plan and all amendments thereto prior to executing a Purchase Agreement. A prospective Purchaser may obtain the Plan upon payment of a $100 Deposit, which amount will be fully refunded upon either (i) the prompt return of the Plan in good condition or (ii) the execution by the prospective Purchaser of a Purchase Agreement subsequently accepted by Sponsor. If a Purchaser has not received and read the Plan at least 3 full days prior to executing a Purchase Agreement, a Purchaser shall have the right to rescind the Purchase Agreement within seven (7) days from the date Purchaser delivers an executed Purchase Agreement together with the required Deposit to the Selling Agent. The Purchase Agreement sets forth in detail the terms of sale with respect to each Unit and should be read carefully by each prospective Purchaser. Prospective Purchasers should be aware that if any conflict exists between the Plan and the Purchase Agreements, the provisions of the Plan shall in all events control.

Purchaser may obtain financing from any lending institution or other source, but the Purchaser's obligation to purchase a Unit pursuant to a Purchase Agreement shall not be contingent on Purchaser obtaining such financing, so that Purchaser will remain obligated under the Purchase Agreement whether or not Purchaser has been able to obtain financing. Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on loans. Such restrictions include requiring that a certain percentage (such as 50% or more) of the units in a building be sold or owner-occupied before the lender will consider making a loan. Thus it may be possible for a Purchaser to experience difficulty obtaining a loan in a building where the percentage of units purchased and owner -occupied is lower than a lender's particular sales minimum. Even once a building has been submitted to a Condominium regime, lenders may still impose minimum sales and occupancy requirements before granting a loan. It then may be difficult for a Purchaser to resell a Unit if prospective buyers are unable to obtain a loan due to such minimum sales requirements. (See Section of the Plan entitled "Rights and Obligations of the Unit Owners for further details.) If Purchaser obtains a mortgage commitment but, for whatever reason, does not close, Sponsor may cancel such Purchase Agreement and retain the entire Deposit (with interest earned thereon, if any).

Purchase Agreements will not be binding on Sponsor until approved and executed by it and delivered by Sponsor to the prospective Purchaser or his attorney. Sponsor will have thirty (30) days after delivery by Purchaser of an executed Purchase Agreement and the Deposit required thereby, within which to accept or reject such Purchase Agreement. Sponsor reserves the right to request thorough identification and financial information (including credit reports) concerning any prospective Purchaser, subject to any limitations and requirements imposed by Law.

If a Purchase Agreement is not accepted by Sponsor within the aforesaid thirty (30) day period, the Purchase Agreement shall be deemed to have been rejected and cancelled and the Deposit shall be

returned to Purchaser within thirty (30) days thereafter. Sponsor hereby reserves the right at any time and from time to time for any reason whatsoever, to refuse to approve and execute (a) a Purchase Agreement for any Unit, except as prohibited by Law, and (b) a Purchase Agreement(s) for more than one Unit to any one person or entity.

The Purchase Agreement shall not contain, and shall in no event be modified to contain, a provision waiving the Purchaser's rights or abrogating Sponsor's obligations under the Plan or under Article23-A of the General Business Law of the State of New York.

At the time of execution of a Purchase Agreement, a Purchaser will be required to make a Deposit in an amount equal to 10% of the purchase price by an official bank, endorsed certified check, or check drawn on or issued by a United States bank or trust company which is a member of the Federal Reserve System. The Deposit must be made payable to the direct order of "MARIA C. BIELESZ, ESCROW AGENT." All checks delivered in payment of the Deposit shall be accepted by Sponsor subject to collection, and if any such check is returned for insufficient funds or any other reason, Sponsor shall have the right, among other things, to deem such Purchase Agreement cancelled and of no further force or effect.

All Deposits made pursuant to a Purchase Agreement are subject to the requirements of Section 71a(3) of the State of New York Lien Law and 352-e(2)(b) and 352-h of the General Business Law of the State of New York. Pursuant to this law, Sponsor will cause all Deposits received by it directly or by its agents or employees to be promptly deposited and held in accordance with the procedures set forth in the Section of the Plan entitled "Escrow and Trust Fund Requirements." Sponsor expects the first closing of a unit to occur on or about January 1, 2010. If such date is delayed twelve (12) months or more, purchasers will be offered the option to rescind their respective Purchase Agreements.

The balance of the purchase price shall be payable simultaneously with the delivery of the deed to the Unit by wire transfer, official bank check or unendorsed certified check drawn on or issued by a New York bank or trust company which is a member of The New York Clearinghouse Association and shall be payable to the direct order of Sponsor, or otherwise if Sponsor should so notify Purchaser. The deed will be substantially in the form as set forth in Part II of the Plan. Interest, if any, on Purchaser's Deposit will be credited or paid to Purchaser at Closing.

TIME IS OF THE ESSENCE AS TO PURCHASER'S OBLIGATIONS PURSUANT TO THE PURCHASE AGREEMENT, INCLUDING, WITHOUT LIMITATION, FOR THE PAYMENT OF ALL DEPOSITS AND THE BALANCE OF THE PURCHASE PRICE. FUNDS DRAWN ON FOREIGN BANKS WILL NOT BE ACCEPTED IN PAYMENT OF THE PURCHASE PRICE.

If Purchaser defaults under his Purchase Agreement, and does not cure such default within 30 days after Sponsor gives notice to Purchaser of default, Sponsor may, at its option, either (a) cancel the Purchase Agreement and retain the Deposit together with any interest earned thereon as liquidated damages, in which event all rights, obligations and liabilities of Sponsor and Purchaser shall wholly

cease and terminate, or (b) bring an action against Purchaser for specific performance. Purchaser will receive at least 30 days' prior notice of the Closing Date and in the event Purchaser fails to close on the Closing Date, then Purchaser will have a 30 day period after notice within which to cure, time being of the essence, such default, following which Sponsor shall have the remedies set forth above.

If a Purchaser fails for any reason to close title to his Unit on the originally scheduled Closing Date, (a) the closing apportionments described in the Section entitled "Closing Costs and Adjustments" will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual Closing occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under the Purchase Agreement and the Plan, interest, at the rate of 12% per annum, on the unpaid balance of the purchase price of his Unit for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date.

If a Purchaser has entered into Purchase Agreements to purchase more than one Unit, a default by Purchaser in the payment or performance of any obligations under any of such Purchase Agreements, beyond any applicable grace periods, shall be deemed a default under the other Purchase Agreement(s). In the event of such a default, Sponsor may, at its option, cancel each such Purchase Agreement(s) and retain, as liquidated damages, the entire Deposit(s) made by Purchaser, together with any interest earned thereon, if any, under each of such Purchase Agreement(s).

Prior to the Closing of Title to a Unit, the Purchase Agreement prohibits a Purchaser from listing the Unit for resale or rental with any broker or from advertising or otherwise offering, promoting or publicizing the availability of the Unit for sale or lease, without Sponsor's prior written consent. Any listing of the Unit for sale and/or advertising by Purchaser in violation of the terms of the Plan will be deemed a material default under the Purchase Agreement, and Sponsor may, at its option, cancel the Purchase Agreement and retain, as liquidated damages, the entire Deposit made by the Purchaser, together with interest earned thereon.

If the Plan is withdrawn or abandoned, the Deposit previously paid to and actually collected by Sponsor together with any interest earned thereon, shall be returned to Purchaser in accordance with the provisions herein set forth.

From and after the Closing of each Unit, Purchaser will become obligated for the payment of Common Charges, real estate taxes and assessments (including water charges and sewer rents, if separately assessed) and all other expenses with respect to his Unit, whether or not he has taken possession of his Unit, and whether or not all work required to be performed by anyone in or to his Unit has been completed.

The risk of loss to any Unit by fire or other casualty until the Closing for such Unit is assumed by Sponsor (unless a Purchaser takes possession of such Unit prior to the Closing, at which time the risk

of losses not covered by insurance shall be assumed by Purchaser), but without any obligation or liability by Sponsor to repair or restore any Unit. The condominium shall be responsible for insurance of all Units subsequent to closing. In the event of damage or destruction of a Unit due to fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, provided Sponsor elects (which election shall be in its sole discretion) to repair or restore the Unit, the Purchase Agreement shall continue in full force and effect, and, thereafter, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the purchase price for the Unit. In such event, Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration, and any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Condominium Board and other Unit Owners, belong entirely to Sponsor. In the event of damage or destruction to any Unit by fire or other casualty prior to the Closing, but subsequent to the signing of a Purchase Agreement, if Sponsor notifies Purchaser that it does not elect (which election shall be in its sole discretion) to repair or restore the Unit or if the Unit Owners do not resolve to make such repair or restoration pursuant to the By-laws (see the Section entitled "Rights and Obligations of the Condominium Board"), the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return the Deposit, together with any interest earned thereon, to Purchaser, whereupon Sponsor and Purchaser shall be released and discharged from all obligations and liability under the Purchase Agreement and the Plan; provided, however, if Purchaser is then in default under the Purchase Agreement (beyond any applicable grace period), Sponsor shall retain all such sums as and for liquidated damages.

Sponsor is obligated to provide only the equipment, fixtures and furnishings set forth in the "Description of Property and Building Condition" set forth in Part II of the Plan. If a person desiring to purchase a Unit requests that Sponsor perform special or additional work on such Unit or provide extra furnishings, including, but not limited to, any deviation from the materials or specifications described in the Description of Property and Building Condition set forth in Part II of the plan, and Sponsor agrees to perform such work and/or provide such furnishing, then Sponsor will require such person to deposit an amount greater than the Deposit required under the Purchase Agreement. Sponsor may draw from the additional escrow account for the purchase of materials and/or work to be performed in the Unit only to the extent of the additional funds deposited for upgrades. In the event of Purchaser's default, Purchaser may lose all or part of the funds in this account if Sponsor has commenced any work in the Unit as requested by Purchaser.

SPONSOR SHALL IN NO WAY BE OBLIGATED TO PERFORM ANY SPECIAL OR ADDITIONAL WORK TO A UNIT OTHER THAN AS REQUIRED BY THE TERMS OF THE PLAN AND THE DESCRIPTION OF PROPERTY AND BUILDING CONDITION SET FORTH IN PART II OF THE PLAN.

Each Purchaser of a Unit shall be given a reasonable opportunity to examine his Unit prior to the closing and is urged to make a careful inspection thereof. At the Closing, each Purchaser shall be required to sign and deliver to Sponsor an Inspection Statement in substantially the form set forth in Part II of the Plan wherein the Purchaser acknowledges the condition in which he has inspected his Unit.

Under no circumstances shall any item included on an Inspection Statement constitute grounds for a Purchaser to postpone or otherwise delay the date scheduled for the Closing to his Unit. Acceptance by the Purchaser of a Deed shall constitute Purchaser's acceptance and acknowledgment of the full performance by Sponsor of, and discharge of Sponsor from, all obligations under the Purchase Agreement, except those obligations expressly stated to survive or to be performed subsequent to the Delivery of Deed.

Prior to or at the Closing of Title, Purchaser must execute a Power of Attorney, in the form specified in Part II of the Plan, to the Condominium Board. Failure by the Purchaser to execute a Power of Attorney shall be considered a material breach of the Purchase Agreement. The Power of Attorney authorizes the majority of the Board of Managers to purchase, rent or lease any Unit when a Unit Owner wishes to offer his/her Unit for sale, lease ore rental or surrenders his/her Unit pursuant to the By-laws, to acquire any Unit which becomes subject of a foreclosure sale, to commence, pursue and settle any real tax assessment proceeding, and to execute any instrument required to insure the Condominium's compliance with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Property, or (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Property or the Common Elements which the Condominium Board deems necessary or appropriate.

If Sponsor, in its sole discretion, consents to Purchaser's request for an assignment of the Purchase Agreement, Purchaser shall pay to Sponsor's counsel in advance $750.00 for preparation of the assignment and assumption agreement.

At closing, Purchaser shall also pay to Sponsor's attorney, Maria C. Bielesz, Esq. the following fees:

(1) $1,100.00 for the preparation of closing documents, calculation of adjustments, attendance at Closing at the offices of Maria C. Bielesz, Esq., or such other place as Sponsor may designate, and supervision of execution of closing documents;

(2) If Purchaser requires that the Closing occur other than at the office of Maria C. Bielesz, Esq., or such other place as Sponsor may designate, and Sponsor consents to such change, an additional attendance fee of $250 for each Closing held within Manhattan or Brooklyn and $400 for each Closing held in any borough outside Manhattan or Brooklyn;

(3) $300 if, through no fault of Sponsor, Purchaser fails to close on the date scheduled for Closing.

It is strongly suggested that Purchasers go through STG Associates for Fidelity National Title Insurance Company when ordering title report in order to facilitate the clearance process; however, Purchasers may choose any reputable title company licensed to do business in New York State.

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ASSIGNMENT OF PURCHASE AGREEMENTS

Purchaser does not have the right to assign the Purchase Agreement without the prior written consent of Sponsor, which consent shall be at the sole discretion of Sponsor. Any purported assignment by Purchaser in violation of this Section will be voidable at the option of Sponsor. Sponsor's refusal to consent to an assignment will not entitle Purchaser to cancel the Purchase Agreement or give rise to any claim for damages against Sponsor. Under no circumstances will Sponsor consent to an assignment of a Purchase Agreement in which Purchaser will receive consideration. If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of the Purchase Agreement, or for the addition, deletion or substitution of names on the Purchase Agreement, then Purchaser shall be required to pay Sponsor's attorneys a fee of $750, in advance, for preparation of an assignment and assumption agreement. Any purported assignment by Purchaser in violation of this Section shall be a default by Purchaser, entitling Sponsor to the remedies set forth in the Section entitled "Procedure to Purchase," and shall be voidable at the option of Sponsor.

Notwithstanding anything to the contrary contained above, if Purchaser has signed the Purchase Agreement in an individual name (and not in the name of an entity), then Purchaser shall have a one time right to assign Purchaser's rights under the Purchase Agreement, in whole, but not in part, to an entity "controlled" (as such term is defined below) by Purchaser (the entity to which the rights are assignable may be a trust, limited liability company or a corporation) or to member(s) of Purchaser's immediate family, provided that (i) Purchaser designates such assignee at least 10 business days prior to the Closing Date; (ii) Purchaser delivers to Sponsor's counsel a fee in the amount of $750 for its services required in connection with the preparation of the assignment and assumption agreement; (iii) the Closing will not be delayed as a result of such assignment; (iv) the assignee of the Purchase Agreement assumes in writing, by an instrument prepared by Sponsor's counsel, the obligations of Purchaser under the Purchase Agreement; and (v) the assignment is made without consideration. As used in this paragraph, the term "control" shall mean the control, either directly or indirectly, of at least 51% percent of the voting shares or equity interests of such assignee, together with the authority to direct and manage the affairs of such assignee, which shall include Purchaser, being the managing general partner of such partnership or the principal manager or managing member of such limited liability company. Any obligations of Purchaser may be performed by such assignee, and Sponsor agrees to accept such performance as if it were the performance of Purchaser. No such assignment shall modify Purchaser's obligations under the Purchase Agreement, including without limitation, Purchaser's indemnity obligations contained in the Purchase Agreement, or reduce or limit any liability or obligation of Purchaser who shall remain primarily liable notwithstanding any liability assumed by assignee. Unless Purchaser complies with the provisions of this paragraph, any purported assignment by Purchaser shall be null and void and of no effect as against Sponsor.

No Advertising

Prior to the Closing of Title, Purchaser shall not list the Unit for resale or rental with any broker or advertise or otherwise offer, promote or publicize the availability of the Unit for sale or lease, without Sponsor's prior written consent. Any listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser prior to the Closing of Title shall be a default by Purchaser, entitling Sponsor to the remedies set forth in the Section entitled "Procedure to Purchase."

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ESCROW AND TRUST FUND REQUIREMENTS

All deposits, downpayments, advances and payments made by Purchasers prior to the closing of a Unit ("Deposits") will be held in escrow in conformity with the disclosure contained in this section of the Plan.

Sponsor will comply with the escrow and trust fund requirements of General Business Law Sections 352-e(2-b) and 352-h and the Attorney General's regulations promulgated pursuant thereto and Section 71-a(3) of the State of New York Lien Law.

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 the Attorney General's regulations concerning escrow/trust funds shall prevail over any conflicting or inconsistent provision in the Plan or in a Purchase Agreement. Purchasers shall not be obligated to pay any legal or other expense of Sponsor in connection with the establishment, maintenance or defense of obligations arising from the handling or disposition of trust funds.

All Deposits made by Purchasers prior to the Closing of each individual transaction will be placed in a segregated special escrow account of Maria C. Bielesz, Esq., the escrow agent ("Escrow Agent"), whose address is 500 Fifth Avenue, Suite 1610, New York, NY 10110, and whose telephone number is (212) 944-5104. The attorney who is signatory on this account authorized to withdraw funds, acting singly, is: Maria C. Bielesz, Esq. Escrow Agent has established a master escrow account entitled "Maria C. Bielesz Client Fund Account" ("Master Escrow Account") at JP Morgan Chase Bank located at 60 East 42nd Street, New York, NY 10165 ("Escrow Bank"). The Deposit will be placed in the Master Escrow Account within five (5) business days after tender of the Deposit by Purchaser to Sponsor's attorney, except that the initial downpayment deposit will be placed in the Master Escrow Account within five (5) business days after a fully executed Purchase Agreement is returned to the Purchaser.

All Deposits will be placed initially in the non-interest bearing portion of the Master Escrow Account. Each Purchaser is required to deliver a completed and signed Form W-9 (Request for Taxpayer Identification Number) or a Form W-8 (Certificate of Foreign Status) in the forms set forth in Part II to the Plan, to the Sponsor's attorney at the time Purchaser tenders the Deposit and the Purchase Agreement. If a Deposit is accompanied by a completed and signed Form W-9 or Form W-8, the Deposit will thereafter be promptly transferred to an individual interest bearing sub-escrow account in the name of Purchaser. If a Purchaser does not deliver the Form W-9 or Form W-8, the Deposit will remain in the non-interest bearing portion of the Master Escrow Account. At such time as the Deposit is released, the Deposit will be transferred from the individual sub-escrow account to the non-interest bearing portion of the Master Escrow Account so that checks may be drawn thereon.

The sub-escrow account number and the initial interest rate, if any, will be disclosed to each Purchaser, as appropriate, in a letter from Escrow Agent to each Purchaser sent within 10 business days after the tender of the Deposit and a signed W-9 or W-8 Form and a fully executed Purchase

Agreement is returned to the Purchaser (or the Master Escrow Account number if a signed W-9 or W-8 Form is not delivered to Sponsor's attorney). If Purchaser does not receive notice that the Deposit has been placed in the Master Escrow Account within 15 business days after a fully executed Purchase Agreement is returned to the Purchaser, Purchaser may cancel the Purchase and rescind so long as the right to rescind is exercised within 90 days after tender or crediting of the Deposit. Rescission may not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely deposited and requisite notice was timely mailed to Purchaser in conformity with the Attorney General's regulations.

The Escrow Bank is covered by federal bank deposit insurance to a maximum of $250,000 per individual Deposit. The following are SPECIAL RISKS of this offer: (i) if a Purchaser makes a Deposit in excess of $250,000 such Deposit will not be federally insured in excess of $250,000; and (ii) while the Deposit is in the non-interest bearing portion of the Master Escrow Account, the Deposit may not be fully federally insured even if the Deposit does not exceed $250,000.

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

If a Purchaser tenders a Deposit without an executed Purchase Agreement, Sponsor shall have the right to reject the Deposit and return it to Purchaser: (i) within 5 business days after tender, if the Deposit has not been deposited into escrow, and (ii) within 10 business days at any time, if the Deposit has been deposited into escrow and the Purchase Agreement has not yet been delivered by Purchaser.

The checking account portion of the Master Escrow Account will not be interest-bearing. The sub-escrow account portion of the Master Escrow Account will be interest-bearing. All interest will be credited to Purchaser at such time as: (i) there is a closing under the Purchase Agreement, or (ii) Purchaser is entitled to a return of the Deposit. All interest will be credited to Sponsor only in the event there is a "consummation of the Plan" (as such term is defined in the Attorney General's regulations) and Purchaser defaults. The interest rate to be earned will be the prevailing rate for these accounts. Interest will begin to accrue within: (i) 3 business days, if the Deposit is cash or cash equivalent, or (ii) 5 business days, if the Deposit is other than cash or cash equivalent, of the transfer of the Deposit from the checking account portion of the Master Escrow Account into the sub-escrow account portion of the Master Escrow Account.

All instruments shall be made payable directly to the order of "Maria C. Bielesz, Esq., as Escrow Agent." Endorsed instruments will not be accepted.

If a check delivered by a Purchaser fails for collection, the Purchase Agreement will be deemed void ab initio (as if the Purchase Agreement had never been executed) at the option of Sponsor, who

reserves the right to exercise this option in its discretion by written notice to Purchaser given within 10 business days of Sponsor receiving notice from Escrow Agent of such failure of collection.

Funds received by Sponsor from Purchasers for special work to be performed by Sponsor or furnishings to be provided by Sponsor in such Purchaser's Unit shall be held in escrow by the Escrow Agent but may be released to Sponsor prior to Closing of Title to the Unit for the purpose of paying for such work or extras. Accordingly, in the event Purchaser becomes entitled to rescission after the release of such funds, the Purchaser shall not receive a refund of any such funds used to pay for special work or extras which cannot readily be used in another Unit, as well as the cost of any work necessary prior to such work having been performed.

Except as set forth in the immediately preceding paragraph, Escrow Agent will hold the Deposit in escrow, and in no event shall any disputed funds secured by the Letter of Credit be paid to the Purchaser, until otherwise directed in:

(i) a writing signed by both Sponsor and Purchaser;

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

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

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

Sponsor will not object and will be deemed to have agreed, without the need for a written agreement, to the release of the Deposit to:

(i) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an amendment to the Plan,

(ii) all Purchasers, after an amendment abandoning the Plan is accepted for filing by the Department of Law.

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

Purchasers and Escrow Agent may apply to the Attorney General in the event of a dispute for a determination on the disposition of the Deposit and any interest thereon. Sponsor must avail itself of this procedure if there is a dispute which needs to be resolved. A form for this purpose is set forth in Part II of the Plan. The party applying for a determination must send to all other parties by certified mail, return receipt requested, a copy of the application.

Pending the determination of the Attorney General to grant or deny the application, Sponsor, Purchaser, and Escrow Agent, if applicable, shall abide by any interim directive issued by the Attorney General.

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

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

Escrow Agent is acting merely as a stakeholder. Escrow Agent makes no representation with regard to and shall not be responsible for the maintenance by Sponsor of the Letter of Credit. Upon payment of the Deposit pursuant to the Plan, Escrow Agent shall be fully released from all liability and obligation with respect to the Deposit. Escrow Agent shall accept a Deposit made by check, subject to collection.

Sponsor has agreed to indemnify Escrow Agent from all costs, claims, expenses and damages incurred in connection with or arising out of the escrow agreement or the performance or non-performance of Escrow Agent's duties under the escrow agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard or the Escrow Agreement or involving gross negligence of Escrow Agent.

Sponsor has agreed to compensate Escrow Agent for services rendered in connection with Escrow Agent's duties under the Escrow Agreement. Escrow Agent's fees and disbursements will neither be paid by Sponsor from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

Escrow Agent will maintain all records concerning the Master Escrow Account for seven (7) years after the release of funds.

EFFECTIVE DATE

The offering by Sponsor under the Plan is contingent upon the plan being declared effective and the First Closing shall not occur until the Plan has been declared effective. The Plan may be declared effective, at Sponsor's option, at any time when bona fide Purchasers, including investors, have executed Purchase Agreements with respect to not less than 15% of the Units (2 Units). The Plan must be declared effective at such time as Purchaser Agreements have been executed and are in effect with respect to 80% or more of all Units (7 Units). The Plan will be declared effective by a duly filed amendment and a copy of such amendment will, thereafter, be delivered to all Purchasers. Sponsor will submit to the Department of Law, if requested to do so, copies of all Purchase Agreements (and any amendments or modifications thereto) within 5 business days after such request is made.

The Plan will not be declared effective based on Purchase Agreements: (i) signed by Purchasers who have been granted a right of rescission that has not yet expired or been waived; (ii) signed by Purchasers who have not been afforded at least 3 business days to review the Plan and all filed amendments prior to executing a Purchase Agreement or at least 7 days to rescind; or (iii) signed by any Purchaser who is Sponsor, the Selling Agent, the Managing Agent or principal of either, or is related by blood, marriage or adoption or as a business associate, an employee, a shareholder or a limited partner of Sponsor, the Selling Agent, the Managing Agent or a principal of either, except that such a Purchaser (other than Sponsor or principal of Sponsor) may be counted only if Sponsor has submitted proof satisfactory to the Department of Law establishing that the Purchaser is bona fide.

The Plan may be withdrawn or abandoned by Sponsor for any reason whatsoever at any time prior to its being declared effective, in which event Purchasers will be notified by Sponsor in writing, by registered or certified mail. All Deposits, together with any interest earned thereon, will be returned to Purchasers within 30 days following such withdrawal or abandonment. Upon the return of the Deposits, together with any interest earned thereon, the Purchase Agreement will be null and void and Sponsor will have no further obligation or liability to Purchaser under the Plan or the Purchase Agreement. Sponsor shall promptly submit an amendment to the Department of Law confirming such abandonment or withdrawal and shall file a notice of abandonment on form RS-3 or such other form as the Department of Law may require and explain the reason for the abandonment and disposition of all Deposits received, and any interest earned thereon.

Once the Plan has been declared effective, it may not thereafter be abandoned or withdrawn, except that, prior to the First Closing, the Plan may, at the option of Sponsor, be abandoned in the event of: (1) the existence of one or more title defects (including violations of record or work orders of a mortgagee or insurance carrier) affecting any one or more Units or the Property that cannot be removed, cured or complied with prior to the date set for the First Closing without litigation, or for under ½ of 1% and which are not waived by the Purchasers thereof; (2) a substantial damage to or destruction of the Building (or any portion thereof) by fire or other casualty that cannot be repaired prior to the date set for the First Closing for less than ½ of 1% of the total offering amount in the aggregate; or (3) a taking of a material portion of the Property in condemnation proceedings or by eminent domain. Excluded from

the dollar amounts set forth in (1) and (2) above are attorneys fees and title defects or determinations of any authority or regulatory association which exist on the Filing Date of the Plan and are either known to Sponsor or are a matter of public record.

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TERMS OF SALE

The Closing of Title to each unit shall be held at the office of Maria C. Bielesz, Esq., 500 Fifth Avenue, Suite 1610, New York, N.Y. 10110, or at such other place as Sponsor may designate. The Closing shall take place only after or concurrently with the following events:

(a) the Plan has been declared effective in accordance with its terms and the amendment to the Plan disclosing same has been accepted for filing by the Department of Law;

(b) a temporary or final (permanent) certificate of occupancy for the Unit is in effect (in the event of a Closing with a temporary certificate of occupancy but before a final certificate has been issued, the Sponsor's obligation to provide a final certificate of occupancy shall survive the Closing);

(c) the recordation in the Kings County Office of the Register of The City of New York of the Declaration, By-laws, and the filing in said office of the floor plans of the Building showing the layout, location and approximate dimensions of the Units and the Unit designations, certified by the Tax Assessor of the City of New York as conforming to the official tax lot number for each such Unit and including an Architect's statement required by Section 339-p of Article 9-B of the Real Property Law or other applicable New York State or local laws and such other documents as may be required by law;

(d) the release of the Unit and its Common Interest from the lien of all mortgages, if any;

(e) the delivery to Purchaser of written notice of the time and place of the Closing to his/her/their Unit at least 30 days prior to the Closing Date specified therein, including a reasonable opportunity, upon written request of Purchaser, for Purchaser to examine his/her/their Unit and the Property, during normal business hours and in the company of Sponsor's agent, prior to Closing;

(f) the delivery to Purchaser of a bargain and sale deed with covenant against grantor's acts, in proper form for recording and containing the provisions set forth in subdivision 5 of Section 13 of the Lien Law (the form of which is set forth in Part II of the Offering Plan) upon delivery to Sponsor of the balance of the purchase price and such other checks and documents required pursuant to the Plan and the Purchase Agreement;

(g) the execution and delivery by Purchaser of the Unit Owner's Power of Attorney, the form of which is set forth in Part II of the Offering Plan;

(h) if Purchaser has requested title insurance, the issuance to Purchaser (at Purchaser's sole cost and expense) of a policy of title insurance in at least the amount of the purchase price of the Unit, insuring that (i) Purchaser has fee title to his Unit free and clear of all

liens and encumbrances except for (1) Permitted Encumbrances and standard printed exceptions, (2) liens and encumbrances (other than Permitted Encumbrances) to which his Unit is subject, which have been expressly accepted by Purchaser, and (3) any mortgage and related security documents that Purchaser executes in connection with the financing of the purchase price of his Unit and (ii) the Condominium has been validly created pursuant to the Condominium Act; and

(i) the Sponsor's repair of any damage from a casualty or other cause that occurs prior to Closing, provided same was not caused by Purchaser.

All personal property, including but not limited to the appliances, equipment or fixtures installed in the Unit shall be included in the conveyance of the Unit, unless specifically excepted in the Plan and all appliances, equipment or fixtures installed in the Common Elements on the date of the filing of the Declaration shall be assigned to the Condominium Board at the closing of the first Unit.

If Sponsor fails or refuses to correct any title defect, then, provided Purchaser is not then in default, the Purchaser's sole right will be to either (i) take title subject to the title defect (without abatement in or credit against the Purchase Price or claim or right of action against Sponsor for damages or otherwise) or (ii) cancel the Purchase Agreement. If Purchaser elects to cancel the Purchase Agreement, Sponsor shall cause th Deposit together with any interest earned thereon, to be returned to Purchaser, within thirty (30) days after receipt of Purchaser's termination notice. Upon making such refund, Sponsor and Purchaser shall be relieved of all further obligations and liabilities under the Purchase Agreement and the Plan. The foregoing option must be exercised by Purchaser in writing sent to Sponsor within 15 days after the giving of Sponsor's notice of refusal to remedy the title defect. IF THE PURCHASER FAILS TO NOTIFY SPONSOR OF HIS ELECTION WITHIN 15 DAYS AFTER SPONSOR NOTIFIED PURCHASER OF SPONSOR'S REFUSAL TO REMEDY THE TITLE DEFECT, IT WILL BE CONCLUSIVELY DEEMED THAT PURCHASER ELECTED TO ACQUIRE TITLE SUBJECT TO THE TITLE DEFECT.

The existence of mortgages, liens and encumbrances other than Permitted Encumbrances shall not be objection to title, provided bonds or 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 are made for the cost of recording or filing such instruments. Sponsor will bear the responsibility and cost of recording or filing such instruments.

The acceptance of a deed by a Purchaser shall be deemed an acknowledgment that Sponsor has performed and discharged every agreement and obligation on the part of the Sponsor to be performed under the Plan except those (if any) which may be expressly stated in the Plan, in the Purchase Agreement, in 13 NYCRR, Part 20 (the Regulations of the Attorney General of the State of New York governing the acceptance for filing of the Plan) and in the General Business Law Section 352-e to survive the delivery of the deed. Notwithstanding anything to the contrary contained in the Plan or the Purchase Agreement, nothing in the Plan or the Purchase Agreement shall be deemed to create any

privity of contract between a Purchaser and any person identified in the Plan or any documents filed in connection therewith as a principal of Sponsor or Selling Agent, nor shall the Purchaser have any rights as against any such principal.

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CLOSING OF TITLE TO UNITS

The Closing of Title to each Unit shall be held at the offices of Sponsor's attorney, Maria C. Bielesz, Esq., 500 Fifth Avenue, Suite 1610, New York, New York, or at such other place as Sponsor may designate. The Closing to each Unit shall take place only after or concurrently with the following events:

(a) the Plan has been declared effective in accordance with its terms and the amendment to the Plan disclosing same has been accepted for filing by the department of Law; and

(b) a temporary or permanent Certificate of Occupancy for the Unit is in effect; and

(c) the recording or filing of the Declaration, By-laws, Floor Plans and architect's and tax authority certifications required by Section 339-p of the New York Condominium Act or other applicable Law and such other documents as may be required by Law; and

(d) either (i) the release of the Unit and its Common Interest from the lien of all mortgages, if any, or (ii) if the Purchaser is obtaining financing on such Unit, the assignment to the Purchaser's mortgagee of any existing mortgage(s) encumbering such Unit and its Common Interest; and

(e) the delivery to Purchaser of written notice of the time and place of the Closing to his Unit at least 30 days prior to the Closing Date specified therein, including a reasonable opportunity, upon written request of Purchaser, for Purchaser to examine his Unit and the Property, during normal business hours and in the company of Sponsor's agent, prior to Closing; and

(f) the delivery to Purchaser of a bargain and sale deed with covenant against grantor's acts, in proper form for recording and containing the provisions set forth in subdivision 5 of Section 13 of the Lien Law upon delivery to Sponsor of the balance of the purchase price and such other checks and documents required pursuant to the Plan and the Purchase Agreement; and

(g) the execution and delivery by Purchaser of the Unit Owner's Power of Attorney, the form of which is set forth in Part II of the Plan; and

(h) if Purchaser has requested title insurance, the issuance to Purchaser (at Purchaser's sole expense) of a policy of title insurance in at least the amount of the purchase price of the Unit, insuring that (i) Purchaser has fee title to his Unit free and clear of all liens and encumbrances except for (1) Permitted Encumbrances and standard printed exceptions, (2) liens and encumbrances (other than Permitted Encumbrances) to which his Unit's title is subject, which have been expressly accepted by Purchaser, and (3) any mortgage and related security documents that Purchaser executes in connection with the financing of the purchase price of his Unit, and (ii) the Condominium has been validly created pursuant to the Condominium Act; and

(i) the assignment by Sponsor to the Purchaser of any manufacturer's warranties with respect to equipment and appliances in the Unit and, to the Board, manufacturer's warranties to the equipment and appliances in the Common Elements.

In the event of the existence of any lien or encumbrance other than Permitted Encumbrances, the sole remedy of Purchasers under the Plan will be to rescind their respective Purchase Agreements within 15 days after receipt of notice or an amendment disclosing such lien or encumbrance. A Purchaser electing to proceed with the purchase of his Unit will not be entitled to any credit against, or abatement of, the purchase price set forth in his Purchase Agreement and will have no claim or right of action against Sponsor by reason thereof. Sponsor has no obligation to institute any action or proceeding or to expend any sum of money to make title marketable or to eliminate any encumbrances or title defects.

If Sponsor fails or refuses to correct any title defect, then, provided Purchaser is not then in default, the Purchaser's sole right will be to either (i) take title subject to the title defect (without abatement in or credit against the Purchase price or claim or right of action against Sponsor for damages or otherwise) or (ii) cancel the Purchase Agreement. If Purchaser elects to terminate the Purchase Agreement, Sponsor shall cause the Deposit together with any interest earned thereon, to be returned to Purchaser, within 30 days after receipt of Purchaser's termination notice. Upon making such refund, Sponsor and Purchaser shall be relieved of all further obligations and liabilities under the Purchase Agreement and the Plan. The foregoing option must be exercised by Purchaser in writing sent to Sponsor within 15 days after the giving of Sponsor's notice of refusal to remedy the title defect. IF THE PURCHASER FAILS TO NOTIFY SPONSOR OF HIS ELECTION WITHIN 15 DAYS AFTER SPONSOR NOTIFIED PURCHASER OF SPONSOR'S REFUSAL TO REMEDY THE TITLE DEFECT, IT WILL BE CONCLUSIVELY DEEMED THAT PURCHASER ELECTED TO ACQUIRE TITLE SUBJECT TO THE TITLE DEFECT.

The existence of mortgages, liens and encumbrances other than Permitted Encumbrances shall not be objections to title, provided bonds or 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 are made for the cost of recording or filing such instruments. Sponsor will bear the responsibility and cost of recording or filing such instruments.

The acceptance of a deed by a Purchaser shall be deemed an acknowledgment that Sponsor has performed and discharged every agreement and obligation on the part of Sponsor to be performed under the Plan except those (if any) which may be expressly stated in the Plan, in the Purchase Agreement, in 13 NYCRR, Part 20 (the regulations of the Attorney General of the State of New York governing the acceptance for filing of the plan) and in General Business Law Section 352-e to survive delivery of the deed.

CLOSING COSTS AND ADJUSTMENTS

Closing Costs

As more particularly set forth in the Purchase Agreement, in addition to the Purchaser's legal fees, the Purchaser will pay the following estimated closing costs and expenses at the time of the Closing of Title of his Unit. Recording charges, fees, title costs and taxes are based on rates in effect on the date of the plan and are subject to change without notice.

(a) A contribution to the Working Capital Fund of the Condominium in an amount equal to 2 months' Common Charges then applicable to each Unit being purchased.

(b) If Purchaser elects to obtain fee title insurance, Purchaser will pay the premium therefore, which will vary depending upon the amount requested. Purchaser may order a title insurance through any reputable title company licensed to do business in the State of New York.

FEE AND MORTGAGE RATE SCHEDULE

AMOUNT OF INSURANCE	PREMIUM Fee (per thousand)	PREMIUM Mortgage (per thousand)
minimum insurance*	$402.00	$344.00
From $35,000 to $50,000	$6.67	$5.55
From $50,001 to $100,000	$5.43	$4.54
From $100,001 to $500,000	$4.36	$3.64
From $500,001 to $1,000,000	$3.98	$3.31
From $1,000,001 to $5,000,000	$3.66	$3.05
From $5,000,001 to 10,000,000	$3.25	$2.71
From $10,000,001 to $15,000,001	$3.07	$2.55

* First $35,000 or under; except Simultaneously Issued Policies

(c) If Purchaser elects to simultaneously obtain both fee title insurance and mortgage title insurance from STG Associates, Inc. as Agent for Fidelity National Title Insurance Company, the premium for the mortgage insurance that does not exceed the amount of the fee policy shall be calculated at thirty percent (30%) of the mortgage rate. The rate on the amount of the mortgage insurance in excess of the amount of the fee policy shall be calculated at the full rate.

A form of Unit Owner's Specimen Title Policy, if title insurance is ordered from Fidelity National Title Insurance Company, is set forth in Part II of the Plan.

(d) A fee for recording the deed and Unit Owner's power of attorney, being approximately $175.00 for each instrument together with a fee of $75 for filing the New York City Real Property Transfer Tax return ("City Tax Return").

(e) New York State Real Estate Transfer Tax ("State Transfer Tax") currently equal to $2 per $500 of purchase price plus, if applicable, a Special Additional Tax of 1% where the purchase price equals $1 million or more and the New York City Real Property Transfer Tax ("RPT Tax") currently equals to 1% of the purchase price where the purchase price is $500,000 or less and 1.425% of the purchase price where the purchase price is more than $500,000.

(f) Under the State Tax Law, Section 1402-a, a tax of one percent (1%) of consideration (or part thereof attributable to the real property being conveyed) is payable by the Purchaser on each conveyance of residential real property, including condominium units, where the consideration for the entire conveyance is $1,000,000.00 or more (the "Mansion Tax"). Residential real property includes a 1 to 3 family house, an individual condominium unit, and a cooperative unit that is or may be used, in whole or in part, as a personal residence. The Mansion Tax applies to conveyances occurring after July 1, 1989 other than conveyances pursuant to binding written contracts entered into before February 16, 1989. If applicable, a Purchaser under the terms of the Offering Plan shall be liable for payment of the Mansion Tax at the closing of title of the Unit being purchased. For purposes of paying this tax with respect to this project, consideration also includes the amount of New York City Transfer Tax and deed stamps to be paid for the Unit by Purchaser.

The New York City Department of Finance has taken the position that where the Purchaser of property assumes the obligation for the State Transfer Tax and the RPT Tax, the amount of the tax which would otherwise be payable if the seller were to pay such taxes will be treated as additional consideration for the transaction subject to tax. Consequently, the amount of the RPT Tax is computed as follows:

	Purchase Price $500,000 or less	Purchase Price Greater than $500,000 But less than $1 million	Purchase Price $1 million or more
Tentative City Tax:			
Consideration	$400,000	$600,000	$1,000,000
Tax Rate	x1%	x1.425%	x1.425%
Tentative City Tax	$ 4,000	$ 8,550	$ 14,250
Tentative State Tax:			
Net Consideration	$400,000	$600,000	$1,000,000
Rounded to nearest $500	$400,000	$600,000	$1,000,000
Tentative State Tax ($2 per $500)	$ 1,600	$ 2,400	$ 4,000
City Tax:			
Consideration	$400,000	$600,000	$1,000,000
Tentative taxes	+ 5,600	+ 10,950	+ 18,250
Taxable Consideration	$405,600	$610,950	$1,018,250
Tax Rate	x1%	x1.425%	x1.425%
City Tax	$ 4,056	$ 8,706	$ 14,510
State Tax:			
Net Consideration	$400,000	$600,000	$1,000,000
Tentative taxes	+ 5,600	+ 10,950	+ 18,250
Taxable Consideration	$405,600	$610,950	$1,018,250
Rounded to nearest $500 Tax Rate ($2 per $500)	$406,000	$611,000	$1,018,500
State Tax	$ 1,624	$ 2,444	$ 4,074
Mansion Tax:	N/A	N/A	$ 10,183

Thus, the effective RPT tax rate is approximately 1.014% of the purchase where the purchase price is $500,000 or less and 1.451% where the purchase price is greater than $500,000. A similar position has been taken by the New York State Department of Taxation and Finance, and as a result the

effective tax rate for the State Transfer Tax is $4.06 per thousand dollars of the purchase price for the Unit where the consideration is $500,000 or less and $4.074 per thousand dollars of the purchase price of the Unit where the consideration is greater than $500,000. However, payment by the Purchaser of the Special Additional Tax is not considered additional consideration to Sponsor for purposes of the calculation of the State Transfer Tax.

Sponsor has been advised by the Title Company that the information set forth below reflects the current position of the New York City Department of Finance with respect to real property transfer taxes that are sue and payable in connection with the transfer by a seller of one or more units to the same or related Purchasers, whether pursuant to one or more Purchase Agreements:

(a) *Purchase of a single Unit:*

The tax on the Unit is 1% if the consideration is $500,000 or less, or 1.425% if the consideration is grater than $500,000.

(b) *Purchase of multiple Units:*

The tax on each Unit is 1.425% if the consideration is $500,000 or less, or 2.625% if the consideration is greater than $500,000.

The Department of Finance takes the position that: (i) the lower tax rate (either 1% if the consideration is $500,000 or less, or 1.425% if the consideration is greater than $500,000) applies only in the case of transfer of "an individual residential condominium unit"; and (ii) the higher tax rate (either 1.425% if the consideration is $500,000 or less, or 2.625% if the consideration is greater than $500,000) applies if a Purchaser acquires more than one individual condominium unit (i.e., 2 Units).

(g) If Purchaser obtains a mortgage loan, Purchaser will be responsible for the payment of all mortgage recording taxes, mortgage recording fees, origination, appraisal and closing costs and other expenses in connection therewith (including legal fees) in amounts determined by governmental authorities and such lender. Currently, the mortgage recording tax for mortgages under $500,000 is 2.05% of the face amount of the mortgage and 2.175% of the face amount of the mortgage if the mortgage is $500,000 or more. Of the total tax due, the mortgagee pays an amount equal to 0.25% of the face amount of the mortgage. In addition, there is a $25 exemption for residential property. No representation or warranty is made with respect to the amounts of such closing costs and expenses or to the availability or cost of mortgage loans from any sources.

In addition to the above-specified costs and expenses, a mortgage on a Unit may provide that the Unit Owner deposit monthly with the lender 1/12 of the annual fire and casualty insurance policy premiums for the Unit, or other amounts, and, at Closing, Purchaser may be required to deposit with the lender a multiple of the aggregate of such one month's real estate taxes, tax assessments and insurance

premiums, or other amounts, in order that sufficient funds will be available for the lender to pay the same when due.

(h) Purchasers shall pay to the Sponsor at closing the sum of $1,500.00 for applying for the tax abatement, and the sum of $250.00 for the installation of a water meter.

(i) Fees payable to Sponsor's attorney, Maria C. Bielesz, Esq., in accordance with the following schedule, all of which fees will be cumulative to the extent applicable to any individual closing:

(1) $1,100.00 for the preparation of closing documents, calculation of adjustments, attendance at Closing at the offices of Maria C. Bielesz, Esq., or such other place as Sponsor may designate, and supervision of execution of closing documents.

(2) If Purchaser requires that the Closing occur other than at the office of Maria C. Bielesz, Esq., or such other place as Sponsor may designate, and Sponsor consents to such change, an additional attendance fee of $250 for each Closing held within Manhattan or Brooklyn and $400 for each Closing held in any borough outside Manhattan or Brooklyn.

(3) If Sponsor, in its sole discretion, consents to an Assignment of a Purchase Agreement, or for the addition, deletion or substitution of names on the Purchase Agreement, a fee of $750, payable to Sponsor's attorney in advance, for preparation of an assignment agreement.

(5) If, through no fault of Sponsor, Purchaser fails to close on the date scheduled for Closing, then Purchaser shall pay to Maria C. Bielesz, Esq., an additional fee of $300 for each rescheduled Closing to help defray the cost of preparing and coordinating the Closing and recalculating the Closing apportionments.

Purchaser may pay more than one fee pursuant to (h) and (i) above with respect to a Unit. In addition to an attendance fee in connection with a completed Unit transfer, Maria C. Bielesz, Esq., shall also be entitled to an attendance fee in the amount set forth above if they attend a scheduled Closing but the Closing is adjourned due to Purchaser's failure to comply with Purchaser's closing obligations. In addition, more than one assignment fee shall be payable if Sponsor consents to more than one request.

(j) If Purchaser has dealt with any broker other than the Selling Agent or any other broker engaged in writing by Sponsor in connection with his purchase, then Purchaser will be required to pay any commission due to such broker.

(k) If Purchaser obtains a mortgage loan, the Purchaser will pay Sponsor a sum equal to the partial mortgage tax credit to which Purchaser may be entitled, pursuant to section 339-

ee(2) of the Condominium Act, which sum will be paid as a reimbursement for the mortgage recording tax previously paid by Sponsor in connection with any existing mortgage(s).

All legal costs, fees and expenses of Maria C. Bielesz, Esq., other than those specifically set forth above, will be the sole responsibility of Sponsor.

Closing Adjustments

At Closing, adjustments will be made as of midnight of the day preceding the Closing Date between Sponsor and each Purchaser with respect to (a) real estate taxes and assessments, if any (including water charges and sewer rents, if separately assessed), on the basis of the period for which assessed, (b) Common Charges and assessments for the month in which title closes, and (c) accrued rent and other charges pursuant to an interim lease or use and occupancy agreement, if any, covering Purchaser's Unit. In the event the Units have not been separately assessed for real estate tax purposes prior to First Closing, Sponsor shall either (i) place in a special escrow account at Maria C. Bielesz, Esq. an amount equal to the unpaid real estate taxes which will be payable with respect to the Property for the 6 month period following the First Closing or until the Units are separately assessed, whichever is shorter, or (ii) provide a surety bond or letter of credit in an amount equal to the unpaid real estate taxes in favor of the Condominium Board and each Unit Owner. Sponsor will pay the real estate taxes with respect to the Property from the special escrow account as and when such taxes become due and payable, and Sponsor will be reimbursed for such payments by the Condominium. Until the Units are separately assessed and billed, each Unit Owner will pay his pro rata share (in the proportion that Unit's Common Interest bears to the aggregate Common Interest of all Units) of all real estate taxes and assessments with respect to the Property of the Condominium. The Condominium will pay such taxes either to the New York City Department of Finance or directly to Sponsor if Sponsor has already paid such real estate taxes. If any Unit Owner fails to pay his pro rata share as set forth above, the Condominium, as the case may be, will have a lien on such Unit for non-payment thereof, as if such Charges were Common Charges (see the Section of the plan entitled "Rights and Obligations of Unit Owners - Common Charges: Collection and Lien for Non-Payment" for further details). At such time as a Unit is separately assessed and separately billed, the Unit Owner will pay such taxes directly to the taxing authority.

Subsequent to the First Closing, all Unit Owners (including Sponsor) will be required to pay to the Condominium on a monthly basis such Unit Owner's share of real estate taxes until such time as the Units are separately assessed.

If a Purchaser fails for any reason to close title to his Unit on the originally scheduled Closing Date ("Scheduled Closing Date"), (a) the closing apportionments described above will be made as of midnight of the day preceding the Scheduled Closing Date, regardless of when the actual Closing occurs, and (b) Purchaser will be required to pay to Sponsor, as a reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under the Purchase Agreement and the Plan, interest, at the rate of 12% per annum, on the unpaid

balance of the purchase price of his Unit for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to his Unit on the rescheduled Closing Date.

Except as specifically set out in the Plan, Sponsor must pay all costs and expenses incurred in connection with the promulgation and consummation of the Plan and the sale of Units by Sponsor, including, but not limited to, all selling expenses and commissions payable to Selling Agent for the sale of Units pursuant to the Plan, advertising, printing and architects' fees, the fees of Sponsor's attorneys, engineering and appraisal costs and governmental filing fees, whether incurred prior or subsequent to the effective date of the Plan, in connection with the Plan, and in connection with the obligations of Sponsor (see the Section of the Plan entitled "Rights and Obligations of Sponsor" for further details).

The following table illustrates the projected closing costs (based on current rates) for a typical Unit purchased by a Purchaser at a Purchase Price of $549,000, assuming financing of 80% ($439,200) of the Purchase Price:

Fee Title Insurance (if purchased simultaneously with mortgage title insurance):	$2,713.00
Fee for recording Unit Deed (7 pages)	$195.00
Fee for recording of Unit Owner's Power of Attorney (5 pages)	$129.00
Mortgage Loan Closing Costs	
- recording mortgage (assuming 20 pages)	$205.00
- mortgage recording tax (at 2.05% of $439,200, less $30 credit and 0.25% to be paid by lending institution) (Purchaser may be required to pay a portion of such tax directly to Sponsor)	$7,875.60
- mortgage title insurance (if purchased simultaneously with fee insurance)	$568.00
- other bank charges (assuming points of 1% of mortgage amount, an appraisal fee of $400.00, application fee of $400.00, underwriting fee of $350, credit report fee of $30.00, flood report fee of $12.00, legal fee of $600.00, interest at 6.5% for 15 days in the amount of $1,173.21), and assuming further that the lender does not require Purchaser to deposit funds to establish a real estate tax escrow)	$7,357.21

New York City Real Property Transfer Tax and New York State Deed Stamps	$9,828.02
Working Capital Payment	$782.70
15 days of common charges (assuming that the closing takes place on the 15th)	$195.68
Closing Fee (assuming the closing occurs at the offices of Sponsor's Counsel, there have been no adjournments, no assignment of the Agreement to Purchase and no penalties	$1,100.00
Tax Abatement Acquisition Fee	$1,500.00
Installation of Water Meter Fee	$250.00
Total projected closing costs	$32,699.21

The projected closing costs referred to above are approximate and are not guaranteed. The mortgage costs vary widely among different lenders and also will vary depending on the loan program chosen. The projected closing costs do not include adjustments for real estate tax, water, accrued rent, if any, repayment of condominium insurance policy procured by the Sponsor, and do not take into account changes, if any, to the first year's budget.

RIGHTS AND OBLIGATIONS OF SPONSOR

Sponsor shall have the following obligations, 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:

(a) Sponsor reserves the right to make any changes in the proposed Condominium Documents and modifications to the Plans and Specifications as may be necessary in Sponsor's sole discretion to conform to Law or to expedite the sale of the Unsold Units; provided, however, that any such amendments, additions, or changes shall not materially and adversely affect a Unit Owner or Purchaser, or increase any obligations of Unit Owners or Purchasers to any adverse and material degree, and that any substitution of equipment or materials will not be of lesser quality or design.

(b) Sponsor will offer all eight (8) Residential Units for sale. However, Sponsor reserves the unconditional right to rent rather than sell Units, thus under this Plan the Sponsor is not obligated to sell more than the 15% of Units required to declare the Offering Plan effective. In addition, Sponsor expressly reserves the right to sell Units to purchasers who intend to rent and not occupy their Unit(s) personally. The decision to rent rather than sell shall be made in the sole discretion of the Sponsor. In the event that any unsold Units are not offered for sale they may be rented at such rents as Sponsor determines and market conditions allow.

(c) Sponsor procured first mortgage loan from Maspeth Federal Savings Bank located at 56-05 69th Street, Maspeth, N.Y. 11378, for financing of the purchase of the land. The loan agreement provides for release of individual Units from the lien of the construction mortgage under the following conditions: (1) construction must have been completed and final Certificate of Occupancy must have been issued; (2) the loan must be fully advanced; (3) the real estate tax lots must have been finally apportioned; (4) the Declaration of Condominium must be recorded and the Offering Plan must be declared effective; (5) Sponsor pays $500.00 for preparation of each individual release; and (6) the lender must have a copy of the Offering Plan with all amendments. The amount of the release amount shall be calculated as follows: ((sales price of Unit to be released * loan amount)/(total sale price of all Units in the Offering Plan))*125%. The release of individual Units from the construction loan lien is not conditioned upon Sponsor selling any minimum number of units or Sponsor obtaining a minimum price per Unit. (see the Section of the Plan entitled "Rights and Obligations of Sponsor" for further details).(See the Section of the Plan entitled "Rights and Obligations of Sponsor" for further details.)

(d) The offering by Sponsor under the Plan is contingent upon the Plan being declared effective, and the First Closing shall not occur until the Plan has been declared effective. The Plan may be withdrawn or abandoned by Sponsor for any reason whatsoever at any time prior to its being declared effective (see Section of the Plan entitled "Effective Date" for further details).

(e) Sponsor will perform such work and supply such materials, or will cause the same to be performed and supplied, as is necessary in order to complete the construction of the Building with a quality of construction comparable to the currently prevailing local standards and substantially in accordance with the Plans and Specifications for the construction work filed with the Department of Buildings of the City of New York and other appropriate governmental authorities.

(f) Based upon its current construction schedule, Sponsor presently contemplates that, unless delayed by Force Majeure, the construction of the Building will be sufficiently completed to permit Closings of Units to begin on or about July 1, 2010. Prospective Purchasers should note, however, that the Units will be completed at differing times over a period that may likely extend significantly beyond such dates. Purchasers will not be excused from paying their full purchase prices (without credit or set-off), and will have no claim against Sponsor for damages or losses, in the event that the First Closing occurs earlier or later than the targeted date or the time to complete or to close title to their Units is delayed or postponed by Sponsor. In the event the actual or anticipated commencement date of the first year of condominium operation is to be delayed by 6 months or more (January 1, 2011), Sponsor will amend the Plan to include a revised budget with current projections. If the Unit Owner's Common Charges in the amended budget exceed those in the latest budget included in the Plan by 25% or more, or the first year of condominium operation commences later than July 1, 2011, Sponsor will, offer all Purchasers the right, for at least 15 days, to rescind their Purchase Agreements and receive a refund of their Deposits, together with any interest earned thereon (provided, however, that after the Plan has been declared effective and the amendment disclosing the same has been accepted by the Department of Law, a Purchaser who is in default under his Purchase Agreement beyond the expiration of any applicable grace period will not have the right to rescind).

(g) Sponsor is obligated to bear all costs and expenses incurred in connection with completing construction of the Building substantially in accordance with the Plans and Specifications. During the course of construction, Sponsor retains the right to change the Plans and Specifications, substitute equipment or materials, and modify layout or design.

(h) Upon the recording of the Declaration, Sponsor will deliver, assign, or otherwise grant to the Condominium Board, on behalf of all Unit Owners, the right to proceed under any assignable warranties and other undertakings received by Sponsor from contractors, suppliers, or others in connection with the construction and equipping of the Building, except that warranties and undertakings received by Sponsor which relate to appliances, equipment or fixtures located in any Unit shall be assigned to Purchaser of such Unit on the date of Closing of Title thereto including the warranties and undertakings received by Sponsor which relate to appliances, equipment, or fixtures located in the Units and the Common Elements. Sponsor makes no representation as to which, if any, of the warranties and other undertakings will continue to remain in force upon the Closing of any particular Unit.

(i) Prior to the First Closing, Sponsor will cause a temporary or final Certificate of Occupancy to be issued for all the Units. If the first closing takes place prior to the issuance of a permanent or final certificate of occupancy for the property:

(1) Sponsor is required to maintain all deposits and funds in the special escrow account required by GBL Section 352-e(2-b) unless the Sponsor's engineer, architect or other qualified expert certifies that a lesser amount will be reasonably necessary to complete the work needed to obtain a permanent certificate of occupancy, in which case the sum exceeding the amount so certified by the Sponsor's engineer, architect or other qualified expert may be released from the special escrow account. Alternatively, Sponsor must deposit with an escrow agent an unconditional, irrevocable letter of credit, post a surety bond in the amount so certified, or provide other collateral acceptable to the Department of Law.

(2) Notwithstanding subparagraph (i) above, if the offering plan is subject to the provisions of GBL Section 352-ee, sponsor is required to maintain all deposits and funds in the special escrow account required by GBL Section 352-e(2-b) unless the Sponsor's engineer or architect certifies that a lesser amount will be reasonably necessary to complete all alterations and improvements to the public portions and common areas of the building. In such case the sum exceeding the amount so certified by the Sponsor's engineer or architect may be released from the special escrow account. Alternatively, Sponsor must deposit with an escrow agent an unconditional, irrevocable letter of credit, post a surety bond in the amount so certified, or provide other collateral acceptable to the Department of Law.

(j) During the first three months of condominium operation, construction workers and related personnel will be at the Building from time to time making adjustments and performing various tasks relating to the completion of construction. Various systems, including but not limited to water supply, air conditioning, heating, and ventilating, may require substantial time after any Closing to complete and may need to be shut down temporarily. Various other adjustments to windows and other systems may require time after Closing to be completed.

(k) Sponsor has no obligation to repair or improve the Unsold Units or the Common Elements used in connection with the operation of the Building, except as otherwise expressly provided in the Plan. Sponsor agrees to complete construction and to cause all mechanic's liens with respect to the construction of the Building to be promptly discharged or bonded (all subject to Sponsor's rights to abandon the Plan).

(l) Each Unit and the fixtures and personal property contained therein are being sold and delivered "AS IS," as described in the Plan, at the time of transfer of title to such Unit, unless Sponsor and the Purchaser of such Unit otherwise agree in writing. The Purchaser of a Unit shall inspect such Unit prior to the Closing Date and shall execute at such time an Inspection Statement acknowledging the Purchaser's acceptance of the Unit in good condition and in accordance with the terms of the Plan. However, if a Purchaser finds that Sponsor's improvements as described in the Plan or in the Purchase

Agreement for such Unit or other writing duly executed and delivered by Sponsor have not been fully completed, although such improvements have been substantially completed, then Sponsor or its designated representative and the Purchaser will at the time of such execution agree upon and set forth in the Inspection Statement a list of the incomplete work to be completed in the Unit by Sponsor following the Closing for such Unit. Sponsor's obligation thereunder shall survive delivery of the deed to the Purchaser. The failure of Sponsor to complete such work shall not be a ground for the Purchaser to delay the Closing. Sponsor and its contractors, subcontractors, and subcontractors' agents and employees will have a right of access to enter the Unit after Closing in order to complete the work on the Inspection Statement.

(m) Article 36-B of the New York General Business Law ("Housing Merchant Implied Warranty Law") applies to this offering, as modified herein below.

Sponsor will be conclusively considered to have discharged any obligation that it may have with respect to any defects, whether patent or latent, if:

a. Sponsor is not notified of the existence of such defect in writing by certified mail, return receipt requested within thirty (30) days after the expiration of the applicable warranty period;

b. The Condominium Board and/or the Managing Agent and/or the Unit Owner fails to allow prompt access to the Unit in question by Sponsor or Sponsor's contractors; or

c. Sponsor has corrected, or caused the correction of, the defect in accordance with the practice of the industry;

d. Such defects were caused by any work performed by or caused to be performed by Unit Owner, the Condominium Board or the Managing Agent.

(n) Sponsor will not be obligated to correct, and will not be liable to the Condominium Board or any Unit Owner as a result of any defects in construction, or in the installation or operation of any mechanical equipment, appliances, other equipment, finishes, materials or fixtures (including appliances and bathroom fixtures):

(i) with respect to which assignable warranties for appliances assigned to the Condominium Board and/or any Unit Owner;

(ii) resulting from normal wear and tear, natural deterioration, normal settling, deflection, or shifting of the Building; or

(iii) that are not of a material nature, including, without limitation, the following:

a. death of trees or landscape improvements, cracks in roof ballast, or concrete cracks that do not impair the structural soundness of the Building, including cracks or discoloration in concrete used walls and paving, bleaching or color variation in colored mortar, tiles, and brick, dimensional variations in brick joints, mortar droppings on bricks, ponding, and/or controlled drainage on roof and balcony surfaces, balcony tiles not laid flat, stained tiles, and cracks in pressure treated wood used, or intended for use, outside the Building;

b. protruding dry wall fastenings, nail pops, ridging on gypsum board, slight variations in gypsum board taping visible only under certain lighting conditions, walls not square, lumber shrinkage, painting defects, electrical plates not straight, slight separation between base and floor, variations in floor and ceiling levels, carpet or floor discoloring or stretching, variations in width, length, thickness, finish, or color range of wood floors, ceiling imperfections, and stains, runs, lumps, shags, or imperfections in weave in fabric panels;

c. door or window sticking due to weather, door warpage (including warpage of the main entrance door to an Unsold Unit within reasonable tolerances of doors of similar size, weight and quality), adjustment of bi-fold doors, and air and water infiltration from windows in excess of industry standards;

d. variations in tone or color of natural stone or variations in tone or color of vanity tops or other natural stone surfaces, slight scratches in plastic laminate, vitreous china, natural stone, wood, stainless steel, or porcelain surfaces, discoloration to hardware and plumbing finishes, cracked bath tile grouting, variation in grouting thickness, and misalignment of bathroom finishes;

e. variations in wood floor stains and finishes caused by normal foot traffic during construction and sales periods;

f. normal plumbing, heating, air-conditioning, ventilating, and floor noises and creaking;

g. repair of chips, scratches, mars, breaks, dents, cracks, and other defects in any windows and window sashes, sliding glass doors, shower doors, louvers, insulation attached to the curtain wall, electrical fixtures and globes, painted surfaces, sinks, tubs, basins, water closets, kitchen cabinets, backsplashes, and counter tops, vanity tops and cabinets, tile or

natural stone floors and walls, saddles, appliances, woodwork, millwork, doors, mirrors, and hardware; and

h. normal wear, including chips, to apartment doors and apartment door frames.

The items and conditions described above in (iii) are not defects and may be found in any newly constructed building. Purchasers who purchase a Unit in the Building or in any other newly constructed building may experience some or all of these items and conditions in their Units or the Common Elements. Sponsor has no obligation to correct or repair any of such items and conditions and shall not be liable to any Purchaser or Condominium Board therefor. If Purchaser or Condominium Board desires to correct or repair any such items or conditions, to the extent they can be corrected or repaired, the Purchaser or Condominium Board will have to proceed at its sole cost and expense and/or any warranties or undertakings assigned to it by Sponsor.

The above notwithstanding and regardless of any limitations in the warranty, Sponsor has the obligation to construct the premises in accordance with all applicable codes, filed plans and specifications and locally acceptable practices for items which are not covered by codes. General Business Law §777-b(4)(e)(I).

(o) NOTHING CONTAINED IN THIS SECTION WILL BE CONSTRUED SO AS TO RENDER SPONSOR LIABLE FOR CONSEQUENTIAL DAMAGES (WHETHER BASED ON NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, OR OTHERWISE), IT BEING INTENDED THAT SPONSOR'S SOLE OBLIGATION UNDER THIS SECTION WILL BE TO REPAIR OR REPLACE ANY DEFECTIVE ITEM OF CONSTRUCTION UPON, AND SUBJECT TO, THE TERMS AND CONDITIONS SET FORTH ABOVE. ADDITIONALLY, EXCEPT AS EXPRESSLY SET FORTH ABOVE, SPONSOR WILL HAVE NO OBLIGATION TO CORRECT OR REPAIR ANY DEFECTIVE OR OTHER CONDITIONS IN THE BUILDING (INCLUDING IN THE UNSOLD UNITS AND THE COMMON ELEMENTS) OR IN, OR WITH RESPECT TO, ITS INSTALLATIONS, APPARATUSES, FIXTURES, FINISHES, MATERIALS, AND APPURTENANCES. ASIDE FROM ANY SPONSOR WARRANTIES AND UNDERTAKINGS WITH RESPECT TO THE CONSTRUCTION AND COMPLETION OF THE BUILDING CONTAINED IN THIS SECTION, NO OTHER WARRANTIES OR UNDERTAKINGS SHALL BE IMPLIED.

(p) Sponsor is responsible for building in accordance with the applicable codes, specifications, and locally acceptable construction practices. Sponsor does not make any warranty for 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.

(q) Prior to the Closing of Title for each Unit, Sponsor will cause such Unit and its Common Interest, benefits, rights and easements as described in the Declaration and By-laws to be released from the lien of any mortgages or security agreements encumbering the Units (other than any mortgage or security agreements obtained by the Purchaser).

(r) Sponsor will bear all costs and expenses incurred by it in connection with the preparation of the Plan and all selling expenses and compensation payable to sales or other personnel of Sponsor.

(s) Sponsor will pay or cause to be paid all contractors, subcontractors and materialmen and all others involved in the construction and equipping of the Building, in accordance with the New York Law, for work performed and fixtures, material and equipment supplied or installed during construction thereof, and will cause any and all mechanics' liens arising out of such construction and equipping, if any, to be discharged, by bonding or otherwise, promptly after the filing of any such liens.

(t) No Closing of a Unit will occur prior to the issuance of a final Certificate of Occupancy for the Unit. Sponsor will perform any work and/or supply any material necessary to obtain a permanent Certificate of Occupancy for the Units.

(u) Sponsor shall be obligated to defend any suits or proceedings arising out of Sponsor's acts or omissions and shall be obligated to indemnify the Condominium Board or Unit Owner(s) against any such action or proceeding.

(v) Sponsor will deliver to the Condominium Board copies of all of the mechanical, electrical and plumbing drawings for the Building.

(w) In accordance with Section 339-p of the Condominium Act, a registered architect or licensed professional engineer shall certify within reasonable tolerances that the Floor Plans are an accurate copy of portions of the plans of the Building as filed with and approved by the municipal or other governmental authority having jurisdiction over the issuance of permits for the construction of the Building, and, in addition, such architect or professional engineer shall make periodic inspections at various stages of construction to determine that the Building is built in accordance with such plans.

(x) Sponsor will pay all Common Charges, Special Assessments and real estate taxes allocated to any Unsold Units. Sponsor expects to have the financial resources to meet the aforesaid obligations with respect to Unsold Units and to fund same from income from projected sales, the rental or leasing of Unsold Units and Sponsor's other financial resources. No bond or other security will be posted by Sponsor with respect to this obligation.

(y) Sponsor will initially procure on behalf of the Condominium Board the insurance relating to the Condominium which is required to be maintained by the Condominium Board in accordance with the provisions of the By-laws (see the Section entitled "Rights and Obligations of the Condominium Board/Summary of By-laws"), the cost of which insurance has been reflected in the First Year's Budget.

(z) Pursuant to the provisions of Section 352-e of the New York General Business Law, copies of the Plan and all exhibits or documents referred to therein shall be available for inspection by prospective Purchasers and by any person who shall have purchased a Unit offered by the Plan, or shall have participated in the offering of such Unit, at Sponsor's office, and shall remain available for such inspection for a period of 6 years from the date of the recording of the Declaration. In addition, a set of Floor Plans showing the layout, location and approximate dimensions of each Unit and its unit number designation and tax lot number, certified by the appropriate governmental authority of The City of New York as conforming to the official tax lot number for each such Unit, will be filed in the City Register's office when the Declaration is recorded, and an additional set will be furnished to the Condominium Board.

(aa) Sponsor is obligated to deliver to the Condominium Board all books of account and records pertaining to the Building's operation which are in Sponsor's possession at the First Closing.

(bb) In the event of the dissolution or liquidation of Sponsor, the principals of Sponsor will provide financially responsible entities or individuals who will assume the status and all obligations of Sponsor for those Units under the Plan and Laws.

(cc) Following the issuance of a final Certificate of Occupancy, Sponsor will deliver construction documents to the Condominium Board. Sponsor will transfer to the Managing Agent as-built Drawings, Maintenance Manuals, Shop Drawings and Warranties.

Sponsor and its contractors, subcontractors, agents and employees will have a right of access to each Unit and to all of the Common Elements for the purpose of fulfilling Sponsor's obligations under the Plan and performing certain alterations and repairs in or about the Unsold Units. Sponsor will use reasonable efforts in order to exercise such access in such a manner as will not unreasonably interfere with the use of any Unit for its permitted purposes. If reasonable care under the circumstances is exercised to safeguard the Unit Owner's property, such entry shall not render Sponsor or its authorized agents liable for any damage to the Unit or to the personalty or fixtures contained therein.

Obligations of Sponsor hereunder with respect to the Building shall be enforceable by the Condominium Board on behalf of all Unit Owners. Obligations of Sponsor shall be enforceable by individual Unit Owners if either (i) the Condominium Board fails to take reasonable action to enforce such obligations within 120 days following the giving of notice of such claim by any Unit owner to the Condominium Board or (ii) the applicable statute of limitations with respect to any claim by a Unit Owner which would otherwise be enforceable by the Condominium Board will expire during the aforesaid 120-day period. In addition, to the extent permitted by Law, Sponsor will have no liability to any Purchaser, subsequent Purchaser of a Unit, Unit Owner, or Condominium Board with respect to its obligations under the Plan (other than for actual, non-consequential damages, including property damage, personal injury or wrongful death, arising as a result of the negligence of Sponsor or its authorized agents or employees in connection with the transactions contemplated in the Plan) in excess of the net proceeds paid to Sponsor from the sale of all Unsold Units after payment of, or reasonable

reserve for, any liabilities of Sponsor arising out of the consummation of the transactions contemplated in the Plan.

Except as set forth above or as required by Law, Sponsor has not furnished any bond or other security for the performance of the obligations of Sponsor under the Plan. The ability of Sponsor to perform its obligations hereunder will partly depend upon its financial condition at the time it is called upon to perform. No representation can be made that it will be financially able to perform any or all of such obligations. Unless expressly provided to the contrary herein, the obligations of Sponsor under the Plan shall survive the delivery of the respective deeds to the Units to Purchasers.

In the event Sponsor is unable to perform its material obligations under the Plan, all sales will cease, Sponsor will promptly submit an amendment to the Plan setting forth its inability to perform such material obligations under the Plan, and will offer all Purchasers the right to rescind their Purchase Agreements within not less than 15 days after the Presentation Date of the amendment. Any Purchaser electing rescission pursuant to the offer will have their Deposit and any interest accrued thereon returned.

The foregoing sets forth the entire obligations of Sponsor hereunder and no others shall be implied, except that nothing contained herein shall be deemed to limit the rights of Unit Owners under their respective Purchase Agreements. Sponsor makes no representations or warranties other than as set forth in the Plan.

The terms of the Plan will govern in the event of a conflict between the Plan and any other document or advertisement used in connection with the Plan.

Use of Unsold Units

Sponsor reserves the right, without prior notice or amendment to the Plan, to use any Unsold Unit as sales, rental offices and model apartments and in any other manner in compliance with Law. In the event Sponsor thereafter elects to sell any such Unsold Unit, Sponsor may require the Purchaser thereof to purchase all or any of the furnishings, equipment or decorations therein and pay, in addition to the purchase price for such Unit, such amounts as Sponsor may determine. In no event shall the presence of any furniture, furnishings, equipment or decorations in any model apartment imply or represent that any Unit will contain such furniture, furnishings, equipment or decorations upon delivery of the Unit to Purchaser of such Unit unless such Purchaser agrees to pay Sponsor an amount, as determined by Sponsor, in addition to the purchase price for such Unit.

Roof Deck

Sponsor will not implement any measure that might mitigate the potential of pigeons gathering on the roof. Pigeon droppings have been proven to be corrosive and, according to the New York City Department of Health and Mental Hygiene, contact with pigeon droppings may pose a small health risk.

Three human diseases have been known to be associated with pigeon droppings in rare instances: histoplasmosis, cryptococcosis, and psittacosis.

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CONTROL BY SPONSOR

Sponsor shall have the right to vote all of the Common Interests attributable to the Unsold Units owned by Sponsor as it sees fit, except that at no time shall Sponsor designate more than a majority of the Board of Managers. Sponsor's right to designate a majority of the Board shall terminate upon the earlier to occur: (i) the fifth anniversary of the First Closing; or (ii) the Closing of Title with Purchasers under the Plan to Units having at least 80% (7 Units) of the aggregate Common Interest appertaining to all Units. The By-laws provide that after the Control Period the majority of the Condominium Board shall consist of Unit Owners unrelated to the Sponsor. The above notwithstanding, so long as Sponsor shall continue to own 1 Unsold Unit, Sponsor shall have the right to designate one (1) Member to the Condominium Board, and shall have the right to vote its Common Interests attributable to the Unsold Units for the remaining Members of the Condominium Board.

The number of members of the Condominium Board may not be increased or decreased without the consent of Sponsor for so long as Sponsor continues to own at least 1 Unsold Unit.

Until Sponsor no longer elects a majority of the members of the Condominium Board, Sponsor will have control of the maintenance and operation of, and the services to be provided by, the Condominium and will determine the Common Charges to be paid by all Unit Owners.

Until Sponsor has conveyed title to 80% of the Units, but in no event later than 5 years after the First Closing, whichever shall first occur, the Condominium Board may not take any of the following actions without Sponsor's prior written consent (notwithstanding the number of votes Sponsor controls): (a) make any addition, alteration or improvement to the Common Elements or to any Unit unless the same are required by Law, or (b) assess any Common Charges or Special Assessments for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund, or (c) increase or decrease the number or change the kind of employees from that described in the First Year's Budget, or (d) enter into any service or maintenance contract for work or otherwise contract for the work or services not covered in the First Year's Budget, except as is required to reflect normal annual increases in operating services, (e) borrow money on behalf of the Condominium or (f) exercise a right of first refusal to lease or purchase a Unit; provided, however, that Sponsor's written consent is not necessary to perform any function or take any action described in items (a) through (f) above, if, and only if, the performance of such function or the carrying out of such an action is necessary, and no other alternative is available, to enable the Condominium Board to comply with Law or to remedy any notice of violation or work order of the Condominium Board.

CONDOMINIUM BOARD

The affairs of the Condominium shall be governed by the Condominium Board. Initially, the Board shall consist of three (3) members (Krzysztof Rostek, Ernesto Cuoco and Elena Cuoco), all nominated by Sponsor. Krzysztof Rostek and Ernesto Cuoco are both members of the Sponsor, and Elena Cuoco is the wife of Ernesto Cuoco. Krzysztof Rostek shall act as President, Ernesto Cuoco as Treasurer, and Elena Cuoco as Secretary. The term of office of the members of the Condominium Board shall be for one year or until their successors are elected. Members of the Condominium Board shall serve without compensation. Any member of the Condominium Board may resign his membership at any time by written notice hand delivered or sent by certified mail, return receipt requested, to the President or Secretary of the Condominium Board. Notwithstanding the term of such member's office, such resignation shall take effect at the time specified therein.

The Condominium Board will call for the first annual meeting of the Unit Owners to elect a new Condominium Board approximately 90 days after the earlier to occur of: (i) the first anniversary of the First Closing; or (ii) the Closing of Title with Purchasers under the Plan to Units having at least 80% (7 Units) of the aggregate Common Interest appertaining to all Units.

Commencing with the first annual meeting, the existing Condominium Board shall resign and the Unit Owners shall elect a new Board of Managers consisting of three members (collectively, the Members), including at least one member elected by Sponsor, so long as Sponsor continues to own any Unsold Units. So long as Sponsor shall continue to own one unsold Unit, Sponsor shall have the right to designate one (1) Member to the Condominium Board. The number or composition of Condominium Board members may not be changed except in accordance with the procedures described in the By-laws.

A Member of the Condominium Board may be removed with or without cause by an affirmative vote of a majority of Unit Owners who are present at a meeting containing a quorum of Unit Owners; provided, however, that any Member designated by Sponsor may only be removed and replaced by Sponsor. No member of the Condominium Board shall continue to serve on the Condominium Board if, during his term of office, such member shall cease to be a Unit Owner or an interested party as described in the By-laws; provided, however, that this provision respecting Unit ownership and Condominium Board membership shall not apply to members of the Condominium Board designated by Sponsor.

A successor officer may be elected at any regular Condominium Board meeting or at any special Condominium Board meeting called for such purpose.

All officers, Members of Condominium Board and employees of the Condominium will be insured at all times from and after the First Closing in favor of the Condominium. The amount and cost of the insurance have been provided for in the First Year's Budget.

RIGHTS AND OBLIGATIONS OF UNIT OWNERS

Sales and Leases of Units

Each Unit Owner may sell or lease his Unit for terms of one year or more, provided he ("Offering Unit Owner") first gives the Condominium Board, on behalf of all Unit Owners, notice of his intention to sell or lease such Unit and an opportunity to purchase or lease such Unit at the same price or rental and on the same terms as were offered in good faith by a prospective Purchaser or lessee, as more specifically provided in the By-laws. A Unit Owner may not sell or lease part of his or her Unit. If the Condominium Board does not elect to purchase or lease the Unit within 30 days after receipt of notice, the Offering Unit Owner will have an additional 60 days to enter into a written agreement with the prospective Purchaser or lessee, as the case may be, embodying the terms set forth in such notice. In the event such written agreement is not executed by the Transferor within such 60 day period or such sale or lease is not consummated within an additional 60 days following the expiration of such 60 day period, the Offering Unit Owner will be required to again first offer the same to the Condominium Board, provided that the Condominium Board shall be entitled to waive, or to permit an extension of, either or both of such 60 day periods. The Condominium Board may not exercise its option to purchase or lease any Unit without prior approval of a majority in interest of all Unit Owners. Any such deed given by an Offering Unit Owner shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the By-laws and the Rules and Regulations, as the same may be amended from time to time. Any such lease shall be consistent with the By-laws and shall provide that it may not be materially modified, amended, or extended without the prior consent in writing of the Condominium Board, that the tenant shall not assign the lease or sublet the Unit or any part thereof without the prior consent in writing of the Condominium Board, and that the Condominium Board, if permitted by Law, 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 default by the tenant in the performance of such lease. The form of any such lease shall be a printed, reasonably applicable form of residential lease which is generally accepted in New York City such as an appropriate Real Estate Board of New York, Inc. or Blumberg form, except for such changes therein as provided in the By-laws.

Any purported sale or lease of a Unit in violation of this section shall be voidable at the election of the Condominium Board.

A Unit Owner may lease, sell or convey the Unit to a spouse, adult child or grandchild, parent, grandparents or adult sibling, may convey his Unit by gift, may devise his Unit by will, or have it pass by intestacy, without complying with the foregoing restrictions; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit shall be subject to, the preceding restrictions. In addition, any Unit Owner may lease, sell or convey the Unit to a related or controlled individual or entity, as more particularly set forth in the By-laws.

In the event a Unit Owner leases his Unit, pursuant to the provisions of this section, then in such event the terms and conditions of Section 339-kk of the Real Property Laws of the State of New York shall apply to any lease of a Unit. Section 339-kk provides, in part, that in the event that a Unit Owner defaults with respect to payment of Common Charges, assessments and/or late fees, then in such event, the Board of Managers may demand that the sublessee pay rent and additional rent, if any, directly to the Board of Managers. (see the Section of the Plan entitled "Real Property Law §339-kk").

Unit Owners may lease their Unit for periods of one (1) year or more only.

The restrictions upon the sale and lease of Units shall not apply with respect to any Unsold Units or to Units acquired by a mortgagee in foreclosure or by deed in lieu of foreclosure, and they shall be free to sell or lease without first offering to sell or lease to the Condominium Board.

A Unit Owner may only sell or lease his entire Unit. In addition, each conveyance of a Unit by a Unit Owner shall include, as part of the Property to be conveyed, such Unit Owner's undivided interest in (a) the Common Elements, (b) any Unit or Units acquired by the Condominium Board on behalf of all Unit Owners, or any proceeds of the sale or lease thereof, and (c) any other assets of the Condominium. No part of the Unit Owner's interest in the Common Elements may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit or as part of a sale, transfer or other disposition of the specific interest in the Common Elements by all affected Unit Owners.

A Unit may not be sold or leased unless all unpaid Common Charges and liens against such Unit (other than Permitted Mortgages) are paid and/or satisfied at or prior to the sale or lease of the Unit. In addition, the Condominium Board may establish reasonable fees for the processing of sale and lease notices, which shall be payable by the Offering Unit Owner.

Notwithstanding anything contained herein to the contrary, prior to the Closing of Title to a Unit, the Purchase Agreement prohibits a Purchaser from listing such Unit for resale or rental with any broker or from advertising or otherwise offering, promoting or publicizing the availability of the Unit for sale or lease without Sponsor's prior written consent.

Use of Units and Common Elements

A Unit shall be used only as a residence (except as described below), and not more than one family may occupy a Unit at one time. A Unit owned or leased by an individual, corporation, partnership, fiduciary or any other entity may only be occupied by such individual, an officer, director, stockholder or employee of such corporation, a partner or employee of such partnership, the fiduciary or beneficiary of such fiduciary, a principal or employee or such other entity, respectively, or by members of the immediate family or guests of any of the foregoing. A Unit may be used for any other lawful purpose, provided such use is permitted by and complies with Law, does not violate the then existing Certificate of Occupancy covering the Building, and the Condominium Board, in its sole

discretion, grants permission for such use. Recreational areas on Cellar Level used in conjunction with the apartments directly above may not be used as bedrooms, and may not be rented. Any changes to the cellar layout must be approved by the New York City Department of Buildings.

Notwithstanding the preceding paragraph, Sponsor may, without the permission of the Condominium Board: (a) use or grant permission for the use of any Unsold Unit as a professional office or for any other purpose, provided such use is permitted by Law and does not violate the then existing Certificate of Occupancy covering the Building; and (b) retain ownership of one or more Unsold Units for use as models and sales and/or promotion and/or leasing offices in connection with the sale or rental of other Unsold Units; and (c) lease any Unsold Unit to third parties.

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

No nuisance, immoral, improper, offensive or unlawful use shall be allowed in the Building. All Laws shall be complied with at the sole expense of the respective Unit Owners or the Condominium Board, whoever or whichever shall have the obligation to maintain or repair such portion of the Property.

No awnings, air conditioning equipment or ventilators shall be installed or modified in the Building without prior written approval of the Condominium Board. No radio or television aerial or other similar device shall be erected on the roof or exterior walls of the Building or on the Property without obtaining in each instance the written consent of the Condominium Board.

No pets other than dogs, caged birds, cats and fish (which do not cause a nuisance, health hazard or unsanitary condition) may be kept in a Unit without the consent of the Condominium Board. Each Unit Owner who keeps any type of pet in his Unit will be required to: (a) indemnify and hold harmless the Condominium, all Unit Owners and the Managing Agent from all claims and expenses resulting from acts of such pet; and (b) abide by any and all Rules and Regulations of the Condominium Board adopted with respect thereto.

Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness, and each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit in accordance with the provisions of the By-laws and Law. The Rules and Regulations concerning the use of Units may be amended from time to time by the Condominium Board, provided that copies thereof are furnished to each Unit Owner prior to the time that they become effective (except that no amendment thereof affecting the Unsold Units may be made unless agreed to by such affected Unit Owner).

Mortgage of Units by Unit Owners

Each Unit Owner may mortgage his Unit, provided that the conditions with respect thereto set forth in the By-laws are first complied with. As more fully set forth in the By-laws, these conditions include the requirements that (a) the mortgage be substantially in the form of the New York Board of

Title Underwriters form of mortgage, except for such changes or additions as may be required to permit a lender to make the loan, (b) the Condominium Board is notified in writing of the making of such mortgage and receives a conformed copy of the note and mortgage, and (c) the owner making such mortgage first satisfies all unpaid liens against his Unit, other than Permitted Mortgages. Sponsor shall have the right to mortgage any Unsold Unit without any restriction or limitation.

Common Charges: Determination and Assessment

Common Expenses, which are payable by Unit Owners and are included in their Common Charges, are allocated among Unit Owners in approximate proportion to their respective Common Interests in the case of the Unit. Common Expenses include, among other things (a) all costs and expenses (including the payment of wages) in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the Common Elements; (b) water charges and sewer rents in connection with the Building; (c) real estate taxes and assessments levied with respect to the Property (until the same are separately assessed to individual Units); and (d) amounts for certain other items as the Condominium Board may deem proper, such as amounts for reserves or in connection with the purchase or lease by the Condominium Board of any Unit.

The Common Interests of the Units have been allocated in part based upon the floor space, subject to the location of such space and the additional factors of relative value to other space in the condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit, in accordance with Section 339-i(1)(iv) of the New York State Real Property Law.

At least annually, the Condominium Board will prepare a budget for Common Expenses and allocate, as aforesaid, and assess among all Unit Owners, Common Charges to meet Common Expenses.

The Condominium Board will furnish copies of each budget on which Common Charges are based to all Unit Owners and advise such Unit Owners of the amount of Common Charges payable by them. Unless otherwise determined by the Condominium Board, Common Charges will be payable monthly in advance on the first day of each month.

Set forth in Part II of the Plan is a copy of §339-kk of the Real Property Law of the State of New York, which provides, among other things, for the ability of the Condominium to serve a notice to any tenant occupying a Unit to pay its rent directly to the Condominium if the Unit Owner has failed to pay Common Charges, assessments or late fees for such Unit within 60 days after the expiration of any grace period.

Common Charges: Collection and Lien for Non-Payment

Under the provisions of Section 339-z of the New York Real Property Law and the By-laws, the Condominium Board, on behalf of all Unit Owners, will have a lien on each Unit for unpaid Common

Charges, together with interest thereon, assessed against such Unit in proportion to the respective Common Interests of the Units. All such liens, however, to the extent permitted by Law, will be subordinate to the lien of any first Permitted Mortgage of record and to liens for real estate taxes on the particular Unit. Any lien for unpaid Common Charges against a Unit will be effective, pursuant to Section 339-aa of the Real Property Law, from and after filing of a verified notice thereof in the Register's Office until all sums secured thereby with interest accrued thereon shall have been fully paid, or until 6 years from the date of filing (unless foreclosure of such lien is started within such 6 year period), whichever shall occur sooner. The By-laws provide that such liens may be foreclosed by a suit brought in the name of the Condominium Board (acting on behalf of all Unit Owners) in like manner, as the foreclosure of a mortgage on real property or an action may be brought by the Condominium Board to recover unpaid Common Charges without foreclosing such lien. In addition, the Condominium Board may assess Unit Owners a late charge of $150 per month for Common Charges which remain unpaid for more than 10 days after the date when due, and interest at the rate of 1.5% per month of such unpaid amounts (less any "late charges" theretofore collected), plus all expenses of collection, including but not limited to reasonable attorneys' fees. Sponsor obligates itself to cause any members of the Condominium Board related to or affiliated with Sponsor to vote in favor of filing a lien against any Unsold Units owned by Sponsor with respect to which payments of Common Charges have not been made within 30 days after the date when due.

No Unit Owner may exempt himself from liability for his Common Charges by waiving use of any of the Common Elements or by abandonment of his Unit. No Unit Owner, however, will be liable for the payment of any part of the Common Charges assessed against his Unit subsequent to a permissible sale transfer or other conveyance by him of such Unit. In addition, as more specifically set forth in the By-laws, a Unit Owner may, by conveying his Unit without consideration to the Condominium Board and complying with certain conditions in connection therewith, exempt himself from Common Charges thereafter accruing. Such conditions include the payment of all Common Charges and assessments then due and payable with respect to his Unit and such Unit being free and clear of all liens and encumbrances other than Permitted Mortgages. However, in no event shall Sponsor be permitted to convey any Unsold Unit to the Condominium Board and thereby exempt itself from Common Charges attributable to such Unit thereafter accruing, unless: (i) the aggregate Common Interest appertaining to the Unsold Units constitutes 15% or less of the total Common Interest then appertaining to all Units; (ii) at least 5 years have elapsed from the date of the First Closing; and (iii) at the time of conveyance, Sponsor shall pay the Condominium Board a sum equal to the product of the then current monthly Common Charges for the Unsold Unit(s) being conveyed multiplied by 12.

On a resale of a Unit, the Purchaser thereof will be liable for the payment of Common Charges accrued and unpaid against such Unit prior to his acquisition. Prior to the permissible sale, transfer or other conveyance of a Unit, any seller or purchaser of a Unit shall be entitled to a statement from the Condominium Board, setting forth the amount of the unpaid Common Charges accrued against the Unit, and neither such seller nor such purchaser shall be liable for, nor shall the Unit be conveyed subject to a lien for any unpaid Common Charges against such Unit accrued prior to such conveyance in excess of the amount set forth in such statement. In the event of a foreclosure by the Condominium Board of

its lien on any Unit for unpaid Common Charges, if the net proceeds of the foreclosure sale shall be insufficient for the payment of such unpaid charges, or if a Unit is acquired by a mortgagee or Purchaser in a foreclosure, the Unit Owner will remain liable for the unpaid balance. A Purchaser at a foreclosure sale by a Permitted Mortgagee shall be liable, and the Unit shall be subject to a lien, for the payment of the Common Charges assessed prior to the acquisition of title to such Unit by such Purchaser if the proceeds from the sale are insufficient to cover the outstanding Common Charges.

Repairs to, and Maintenance of, Units and Common Elements

Generally, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary, (a) in or to any Unit (other than to the General Common Elements), including the heating and cooling systems, the plumbing, windows, appliances in the Units, smoke alarm, carbon monoxide detector, and the interior side of entrance doors thereto, will be made by the owner of such Unit at such Unit Owner's sole cost and expense, and (b) in or to the Common Elements will be made by the Condominium Board, and the cost and expense thereof will be charged to all Unit Owners as a Common Expense, if involving structural or extraordinary maintenance, repair or replacement, or to the Unit Owner having direct and exclusive access thereto at such Unit Owners' cost and expense if involving painting, decorating, and non-structural ordinary maintenance, repairs and replacement.

Notwithstanding the above, all normal maintenance, repairs and replacements of any Limited Common Element, such as a balcony and/or roof deck, including but not limited to balcony/ roof deck surface, shall be made by the Unit Owner having access to same, at his own cost and expense, but any structural or extraordinary repairs or replacements to such Limited Common Element will be made by the Condominium Board and the cost and expense thereof will be charged to all Unit Owners as a Common Expense. Any Unit Owner having access to a balcony and/or roof deck shall keep it free of snow, ice and accumulation of water. In order to promote a consistent appearance of the Building from the outside, no Unit Owner shall be allowed to enclose, erect a greenhouse and/or alter a balcony or roof deck appurtenant to a Unit in such a way that will alter the conformity of the Building, without the prior written consent of the Condominium Board. Additionally, the type, size and quantity of plantings and other installations to be placed on balconies and roof decks shall be subject to the prior written approval of the Condominium Board, and if appropriate, to New York City regulatory agencies.

The exterior and interior glass surfaces of all windows located in any Unit shall not be colored or painted and are to be washed and cleaned by the Unit Owner at such Unit Owner's sole cost and expense. Any replacement of windows in any Unit shall be made by the Unit Owner thereof at the sole cost and expense of the Unit Owner (unless such breakage is caused by the Condominium Board in which event such replacement of glass windows will be at the sole cost and expense of the Condominium Board).

If any repairs or replacements to the Common Elements, whether structural or non-structural, ordinary or extraordinary, are necessitated by the negligence, misuse or abuse of a Unit Owner or such Unit Owner's agents, workers, guests, etc., such maintenance, repairs or replacements will be made by

the Condominium Board, and any portion of the cost thereof which is not covered by the insurance maintained by the Condominium Board shall be paid by such Unit Owner.

The By-laws provide that each Unit and all portions of the Common Elements shall be kept in first-class condition (and with respect to any roof or other part of the Property exposed to the elements, free of snow, ice and accumulation of water) by the Unit Owner or the Condominium Board, whichever is responsible for the maintenance thereof. In the event any Unit Owner fails to keep his Unit in such condition, the Condominium Board may, at the expense of such Unit Owner, enter such Unit and perform such acts as are necessary to cure such default (see the Section of the Plan entitled "Rights of Access").

The By-laws further require that those public or other areas of the Building exposed to public view that are required to be maintained by each Unit Owner or the Condominium Board be kept in good appearance in conformity with the dignity and character of the Building by such Unit Owner or the Condominium Board.

Alterations, Additions and Improvements of Units and Common Elements

No Unit Owner may make any structural alteration, addition, improvement or repair in or to his Unit, without the prior written approval of the Condominium Board; however, as more fully set forth in the By-laws, this provision does not apply to an Unsold Unit. Except as otherwise permitted in the By-laws, no Unit Owner may make any alteration, addition, improvement or repair in or to the Common Elements without the prior written approval of the Condominium Board.

Sponsor shall have the right, without the approval of the Condominium Board, the Selling Agent, the Managing Agent, other Unit Owners, or representatives of holders of Mortgages of Units to: (a) make alterations, additions, improvements, or repairs in or to any Unsold Unit, whether structural or non-structural, interior or exterior, ordinary or extraordinary, and (b) subdivide, combine and change the boundary walls of Unsold Units (see the Section of the Plan entitled "Changes in Prices and Units" for further details). Any changes to the cellar layout must be approved by the New York City Department of Buildings.

Prior to, and as a condition of, the granting of its consent to the making of a structural alteration, addition, improvement or repair in or to a Unit, the Condominium Board shall have the right to reasonably approve the Unit Owner's contractors and suppliers and may, at its option, require the Unit Owner to execute an agreement in form and substance satisfactory to the Condominium Board, setting forth the terms and conditions under which such alteration, addition, improvement or repair may be made, including, without limitation, the days and hours during which any work may be done. Any Unit Owner making or permitting an alteration, addition, improvement or repair in its Unit is required by the By-laws to (i) obtain such insurance as the Condominium Board may require, (ii) indemnify the Condominium Board and the Managing Agent against any liability arising from the work, (iii) reimburse the Condominium Board for any architectural, engineering and legal fees incurred in connection with such work, and (iv) execute an agreement, in form and substance satisfactory to the Condominium

Board, setting forth the terms and conditions under which such alterations may be made. Notwithstanding the foregoing, all Unit Owners, including Sponsor, prior to the making of any alteration, addition, improvement or repair in or to their respective Unit, must (i) obtain such insurance as the Condominium Board may require, (ii) indemnify the Condominium Board and the Managing Agent against any liability arising from the work, and (iii) abide by the Rules and Regulations of the Condominium, including, but not limited to, the days and hours during which any work may be done.

Any contractor performing work shall not employ any personnel or means that may cause labor disturbances or stoppage in the work of Building employees or other contractors or subcontractors employed in the Building.

No application or other document shall be filed with any governmental authority for a permit covering an addition, alteration or improvement to be made in a Unit, unless approved and executed, if necessary, by the Condominium Board. The Condominium Board will not unreasonably refuse to approve and execute, if necessary, any application or other document required to be filed in connection with approved structural alterations, additions, improvements or repairs, provided that the Condominium Board and the Unit Owners shall not be subject to any expense or liability by reason of such approval and execution or, by reason of such addition, alteration or improvement, including, without limitation, liability to any contractor, subcontractor, materialman, architect or engineer, or to any person having any claim for injury to person or damage to Property arising therefrom. The provisions of this paragraph shall not apply to an Unsold Unit, provided any alteration to such Unsold Unit shall be in accordance with, and only as permitted by, the Condominium Act and all governmental regulations.

Generally, all alterations or improvements in or to the Common Elements will be made by the Condominium Board, and the cost and expense thereof will be charged to all Unit Owners as a Common Expense.

Insurance

The Condominium Board is required to obtain and maintain the forms of insurance described in the Section of the Plan entitled "Rights and Obligations of the Condominium Board/Summary of By-laws." The Condominium Board is not required to obtain or maintain any insurance with respect to any property contained in a Unit. Consequently, individual Unit Owners are strongly urged to consider obtaining casualty insurance with respect to the fixtures, furniture, furnishings and other personal property located within their respective Units and liability insurance with respect to occurrences in or about their respective Units.

Rights of Access

As more fully set forth in the By-laws, the Condominium Board and any managing agent, manager, porter and other persons authorized by the Condominium Board will have a right of access to any Unit for the purposes of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in the Unit or elsewhere in the Building, to remove violations, cure

defaults by a Unit Owner, correct any condition originating in any Unit and threatening another Unit or any Common Element, and for any other purposes provided in the Plan, Declaration or as may be required by Law, provided that requests for entry (except in emergency situations) are made in a time reasonably convenient to the Unit Owner and the occupants of any Unit. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. Provided reasonable care is exercised to safeguard the Unit Owner's property, any entry described herein shall not render the Condominium Board or its authorized agents liable for damage incurred in connection with the exercise of such right of entry. In addition, Sponsor and its contractors, subcontractors, agents and employees will have a right of access to each Unit and to all of the Common Elements for purposes of performing certain alterations and repairs in or about Unsold Units and in fulfilling Sponsor's obligations under the Plan, provided that access to any Unit may not be exercised in such a manner as will unreasonably interfere with the use of such Unit for its permitted purposes.

By-laws and Rules and Regulations

Each Unit Owner must strictly comply with the provisions of the Condominium Documents. Pursuant to Section 339(j) of the Condominium Act, failure to comply is grounds for an action for damages or injunctive relief, or both, but such forms of relief shall not be exclusive of other remedies provided by Law. The By-laws, together with the Rules and Regulations, will be recorded with the Declaration in the Register's Office.

Examination of Books and Records

Each Unit Owner and each mortgagee of a Unit shall be permitted, upon prior request, to examine the books of account of the Condominium and other records of the Condominium during normal business hours on business days at the office of the Condominium.

Self-Help

In the event that any Unit owner fails to maintain or repair his Unit, or in the event of any breach of the Condominium Documents, then, as set forth in Article 9 of the By-laws, the Condominium Board shall have certain rights to perform such maintenance or repairs, or to cure such breach, at such Unit Owner's expense.

Washer and Dryer

Sponsor will not be providing washers and dryers in the Units but will provide hookups for future installation of the equipment by Unit Owners, if they so desire. Purchasers should consult with a plumber to make sure that the desired washer/dryer is compatible with the hookups.

RIGHTS AND OBLIGATIONS OF THE CONDOMINIUM BOARD/ SUMMARY OF BY-LAWS

Condominium Board

The affairs of the Condominium shall be governed by the Condominium Board, which shall initially be comprised of three (3) members. Initially, the members of the Condominium Board shall be designated by Sponsor. In or about 90 days after the earlier to occur of (i) the first anniversary of the First Closing, or (ii) the Closing of Title with Purchasers under the Plan to Units having at least 80% of the aggregate Common Interest appertaining to all Units, the Condominium Board will call for the first annual meeting of Unit Owners. At such meeting, the incumbent Condominium Board shall resign, and, subject to the right of Sponsor and Unit Owners to designate Members of the Condominium Board, the Unit Owners and Sponsor (to the extent Sponsor owns any Unsold Units) shall elect a new Condominium Board consisting of three (3) members (see the Section of the Plan entitled "Meetings and Votes of Unit Owners" and "Control by Sponsor" for further details). Thereafter, at each annual meeting, members of the Condominium Board shall be elected and shall serve until the next annual meeting thereof and until a successor has been elected and qualified.

Except for the members of Condominium Board designated by Sponsor, all members of the Condominium Board must be either Unit Owners or certain interested parties as described in the By-laws. No member of the Condominium Board shall continue to serve in the Condominium Board if, during his term of office, such member shall cease to be a Unit Owner or an interested party. All Board members shall serve without compensation.

Powers and Duties of and Determinations by the Condominium Board

The Condominium Board shall have the powers and duties necessary for or incidental to the administration of the affairs of the Condominium. Generally, all determinations with respect to the administration of the affairs of the Condominium shall be made by the Condominium Board.

As more fully set forth in the By-laws, all determinations required to be made by the Condominium Board shall be by majority of the votes cast at any meeting at which a quorum is present.

Notwithstanding anything to the contrary contained herein, so long as Sponsor shall continue to own any Unit, but in no event later than 5 years from the First Closing, the Condominium Board may not without Sponsor's prior written consent: (a) make any addition, alteration, or improvement to the Common Elements or to any Unit; (b) assess any Common Charges for the creation or replacement of, or addition to, all or part of a reserve, contingency, or surplus fund; (c) increase or decrease the number or change the kind of employees from that described in the First Year's Budget; (d) enter into any service or maintenance contract for work or otherwise provide services in excess of those set forth in the First Year's Budget, except as is required to reflect normal annual increases in operating services; (e) borrow money on behalf of the Condominium; or (f) exercise a right of first refusal to lease or purchase a Unit; provided, however, that Sponsor's written consent is not necessary to perform any function or take any

action described in clauses (a) through (f) above, if, and only if, the performance of such function or the carrying out of such action is necessary (and no alternative is available) to enable the Condominium Board to: (i) comply with Law; (ii) remedy any notice of violation; or (iii) remedy any work order of the Condominium's insurer.

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

Meetings and Votes of Unit Owners

Annual meetings of Unit Owners shall be held within approximately 30 days of each anniversary of the first annual meeting. At such meetings, the Unit Owners shall elect the 3-member Condominium Board, subject to any rights of Sponsor to designate Condominium Board members, and there shall also be transacted such other business as may properly come before such meetings. In addition, special meetings may be held from time to time pursuant to the By-laws. The Secretary of the Condominium Board shall mail a notice of each annual or special meeting to all Unit Owners of record. The notice, which will be given at least 5 days prior to any special meeting and not less than 10 nor more than 60 days prior to the annual meeting, shall state the time and place where it is to be held, and, in the case of a special meeting, the purpose of the meeting. Except as otherwise provided in the By-laws or Declaration, at all meetings of Unit Owners, the presence in person or by proxy of Unit Owners owning at least 51% of the Common Interests attributable to all Units shall constitute a quorum, and a majority of the votes cast at any such meeting at which a quorum is present shall be binding upon all Unit Owners, unless otherwise specified in the By-laws.

At all meetings, each Unit Owner (or his proxy) entitled to vote thereat (including Sponsor or its designees with respect to Unsold Units) shall be entitled to cast one vote for each 1% of Common Interest attributable to his Unit.

Officers

The principal officers of the Condominium shall be a President, Secretary and Treasurer, all of whom shall be elected by the Condominium Board. The Condominium Board may appoint additional officers. None of the officers of the Condominium need be Unit Owners or have any interest therein or be Condominium Board members until the first organizational meeting of the Condominium Board following the first annual meeting. Thereafter, the President must be a member of the Condominium Board. Except as otherwise provided by the Condominium Board, no officer shall receive any compensation for acting as such. The By-laws provide that all instruments of the Condominium are to be executed by any officer thereof or by such other person or persons as may be designated by the Condominium Board.

The bylaws of the condominium do not require a majority of the Board members to be owner occupants or members of an owner-occupants household who are unrelated to the Sponsor and/or

Sponsor's principals. Purchasers for their own occupancy may never gain control of the Board of Managers and therefore may never gain effective control and management of the condominium under the terms of this Plan. Owner-occupants and non-resident owners, including the Sponsor, may have inherent conflicts on how the condominium should be managed because of their different reasons for purchasing, i.e., purchasing as a home as opposed to as an investment. There is no limit on the number of owners that may purchase for investment rather than for personal occupancy and there may always be a substantial percentage of owners who are non-residents. The Condominium Board does not have the right to approve or disapprove purchasers beyond their right of first refusal.

Repair or Reconstruction after Fire or Other Casualty

In the event that the Building or any part thereof is damaged or destroyed by fire or other casualty, the Condominium Board will, except as set forth below, arrange for the prompt repair and restoration thereof (including each Unit, but excluding fixtures, furniture, furnishings or other personal property not constituting a part of such Unit).

If the Building is damaged or destroyed by fire or other casualty and the insurance proceeds are insufficient to cover, or exceed, the cost of repairs and restoration, the deficit or surplus, as the case may be, will be shared entirely by all Unit Owners in proportion to their respective Common Interests. Notwithstanding anything in this paragraph to the contrary, no payment of surplus insurance proceeds shall be made to a Unit Owner until there has first been paid out of his share of such funds such amounts as may be necessary to reduce unpaid liens on his Unit, other than mortgages which are not Permitted Mortgages, in the order of priority of such liens. The provisions of this paragraph are subject to the next paragraph.

If 75% or more of the Building is destroyed or substantially damaged by fire or other casualty and if 75% or more in Common Interest of all Unit Owners do not promptly resolve to proceed with the repair or restoration thereof, the Building will not be repaired and the Property shall be subject to an action for partition instituted by any Unit Owner or lienor, as if owned in common, in which case the net proceeds of sale, together with the net proceeds of insurance policies, shall be divided among all Unit Owners in proportion to their respective Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of his share of such funds such amounts as may be necessary to discharge all unpaid liens on his Unit (other than mortgages which are not Permitted Mortgages) in the order of the priority of such liens.

Notwithstanding anything contained herein to the contrary, the proceeds of all policies of physical damage insurance maintained by the Condominium Board shall be payable to the Condominium Board in the event of a loss amounting to $1,000,000 or less. In the event that such proceeds are in excess of $1,000,000, such proceeds shall be payable to a New York City bank or trust company designated by the Condominium Board as insurance trustee pursuant to the provisions of the By-laws. The insurance trustee shall hold all such proceeds in accordance with Section 254-(4) of the New York Real Property Law.

Insurance

The Condominium Board is required to obtain and maintain, in accordance with the provisions of the By-laws, to the extent obtainable and to the extent determined by the Condominium Board to be appropriate, the following insurance: (a) fire insurance with all risk extended coverage, vandalism and malicious mischief endorsements, insuring the entire Building (including each Unit, but excluding fixtures, furniture, furnishings or other personal property not constituting a part of such Unit), together with all service machinery contained therein and covering the interests of the Condominium, and all Unit Owners and their lenders, if any, as their respective interests may appear, in an amount equal to the full replacement value of the Building (exclusive of foundation and footings); (b) rent insurance in an amount equal to Common Charges for one year; (c) worker's compensation and New York State disability insurance; (d) boiler and machinery insurance; (e) plate glass insurance to the extent, if any, determined by the Condominium Board; (f) water damage insurance to the extent, if any, determined by the Condominium Board; (g) fidelity insurance covering all the Condominium Board and all officers, directors and employees of the Condominium; (h) directors and officers liability coverage; and (i) such other insurance as the Condominium Board may determine. Each of the Unit Owners shall be an additional insured.

The fire insurance policies shall contain a New York standard mortgagee clause in favor of each Permitted Mortgagee which provides that the loss, if any, thereunder shall be payable to such Permitted Mortgagee as its interest may appear, subject, however, to the loss payment provisions described in the By-laws.

The amount of fire insurance and all risk extended coverage to be maintained until the first Condominium Board meeting following the first annual meeting of the Unit Owners shall be at least the sum set forth in the First Year's Budget.

All policies of physical damage insurance shall contain, to the extent obtainable, waivers of subrogation and waivers of any defense based on (i) co-insurance, (ii) other insurance, (iii) invalidity arising from any acts of the insured or (iv) pro rata reduction of liability, and shall provide that such policies may not be cancelled or substantially modified without at least ten days' prior written notice to all of the insurers, including all Unit Owners and Permitted Mortgagees. Each of the Unit Owners shall be an additional insured. Duplicate originals or certificates of insurance of all policies of physical damage insurance and of all renewals thereof, together with proof of payments of premiums, shall be delivered to all Unit Owners and Permitted Mortgagees at least 10 days prior to the expiration of the current policies.

The Condominium Board shall also be required to obtain and maintain, to the extent obtainable, comprehensive general liability insurance against claims for personal injury, death or property damage occurring upon, in or about the Property, in such limits as the Condominium Board may from time to time determine, covering (1) the Condominium Board, the Managing Agent or agents thereof, each Condominium Board member and each officer and employee of the Condominium, and (2) each Unit Owner, except that such policy will not cover liability of a Unit Owner arising from occurrences within

his own Unit or within the Common Elements, if any, exclusive to his Unit. The Condominium Board shall review such limits not less than once each year. Until the first meeting of the Condominium Board following the first annual meeting of Unit Owners, such liability insurance shall be in at least the sum set forth in Schedule B with respect to bodily injury and property damage, combined single limit.

All insurance maintained by the Condominium Board may provide for such deductible amounts as the Condominium Board determines. The premiums for all insurance referred to above shall be a Common Expense.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit, provided that all such policies shall contain waivers of subrogation, if available, and further provided that the liability of the carriers issuing insurance obtained by the Condominium Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

Liability of the Condominium Board and Unit Owners

Every contract made by the Condominium Board or by any Managing Agent or manager thereof shall state that (a) it is made only as agent for all Unit Owners, and the members of the Condominium Board managing agent or manager 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 such proportionate share of the total liability as the Common Interest of such Unit Owner bears to the aggregate Common Interests of all Unit Owners. To the extent permitted by Law, the members of the Condominium Board shall have no liability to Unit Owners except that a member of the Condominium Board shall be liable for his own bad faith or willful misconduct. All Unit Owners shall jointly and severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each member of the Condominium Board against any liability or claim except those arising out of such member's own bad faith or willful misconduct. The Condominium Board may contract or effect any transaction with any member of the Condominium Board, any Unit Owner, Sponsor, or any affiliate of any of them without incurring any liability for self-dealing except in cases of bad faith or willful misconduct.

Reports 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 Condominium Board to all Unit Owners approximately four (4) months after the end of each fiscal year.

Amendments to Condominium Documents

Generally, subject to certain exceptions concerning, among other things, Sponsor, any provision of the Declaration, By-laws or Rules and Regulations affecting the Common Elements or all Unit Owners may be amended, modified, added to or deleted by affirmative vote of at least 66 ⅔% in number and in Common Interest of all Unit Owners; provided, however, that the Common Interest appurtenant

to each Unit may not be altered without the written consent of all Unit Owners directly affected thereby.

No amendment, modification, addition or deletion of the Declaration, By-laws or Rules and Regulations (other than those required by Law) shall be effective (a) against Sponsor, unless Sponsor has given its written consent thereto, or (b) against the holder of any mortgage, pledge or other lien or security interest covering any Unsold Unit, unless such holder has given its prior written consent thereto.

Termination of Condominium

The Condominium shall continue and the Property shall not be subject to an action for partition (unless terminated by casualty loss, condemnation or eminent domain as provided in the By-laws) until such time as the Property shall be withdrawn from the provisions of the Condominium Act as a result of the vote to do so of 100% in number and in Common Interest of all Unit Owners.

In the event of withdrawal, the Property shall be subject to an action for partition by any Unit Owner or any lienor as if owned in common, in which event the net proceeds of the sale shall be divided among all Unit Owners in proportion to their respective Common Interests after first applying the share of the net proceeds of such sale, otherwise payable to any Unit Owner to the payment of any liens on his Unit (other than mortgages which are not Permitted Mortgages), in the order of priority of such liens.

Units Acquired by Condominium Board

All Units acquired or leased by the Condominium Board or its designee shall be held by the Condominium Board or its designee on behalf of all Unit Owners, and the rent or purchase price, closing costs and adjustments payable in connection therewith shall be assessed against all Unit Owners. No Units held by the Condominium Board shall carry any voting rights.

The purchase of any Unit by the Condominium Board on behalf of the Unit Owners may be made from the funds deposited in the capital and/or expense accounts of the Condominium Board. If the funds in such account are insufficient to effectuate any such purchase, the Condominium Board may levy an assessment against each Unit Owner in proportion to his Common Interest as a Common Charge, and the Condominium Board may, in its discretion, finance the acquisition of such Unit; provided, however, that financing may only be obtained when permitted by the By-laws and that no such financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit to be purchased together with its Common Interests.

Procedure to Review Real Estate Tax Assessments

The Condominium Board, on behalf of and as agent for all Unit Owners, will be authorized to commence, pursue and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to Units. All Unit Owners will share the costs in connection therewith and the benefits derived therefrom based on their respective Common Interests. In the event any Unit Owner individually seeks to have the assessed valuation of his Unit reduced by bringing a separate certiorari proceeding, the

Condominium Board, if necessary for such proceeding, will execute any documents or other papers required for, and otherwise cooperate with such Unit Owner in pursuing, such reduction, provided that such Unit Owner indemnifies the Condominium Board from all claims, costs and expenses (including, with limitation, reasonable attorneys' fees) resulting from such proceeding.

Mechanics' Liens

Under the provision of the 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 affected thereby. Liens may arise or be created against only the Units and their respective Common Interests. Labor performed on, or materials supplied to, a Unit may not be the basis for a mechanic's lien against the Unit of a Unit Owner not expressly consenting to or requesting such work, except in the case of emergency repairs. No labor performed on, or materials furnished to, the Common Elements shall be the basis for a lien thereon, but all Common Charges received by the Condominium Board 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 Condominium Board or the Managing Agent for the Common Elements.

Easements

In order to facilitate the operation and maintenance of the Building and the sale or leasing of Units therein, each of the Units will be subject to certain easements including easements in favor of Sponsor, other Unit Owners and the Condominium Board. These easements, which are more particularly set forth in the Declaration, include an easement of support and necessity in favor of all other Units and the Common Elements and an easement in favor of each Unit Owner to use, operate, maintain, repair, alter, rebuild, restore and replace the Unit, provided that such easements shall be exercised in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. Sponsor shall have an easement to erect, maintain, repair and replace any sign permitted by Law on the Property for the purposes of advertising the sale of any Unit, the leasing of space in any Unit and the operation of any business of a tenant or occupant of any Unit.

The Declaration and By-laws

A copy of the Declaration and a copy of the By-laws are set forth in Part II of the Plan.

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ANTICIPATED REAL ESTATE TAX EXEMPTION BENEFITS

As more fully explained in the Opinion Letter of Moseson & Associates, set forth in Part II of the Plan, New York City's program for partial real estate tax exemption under Section 421-a of the Real Property Tax Law of the State of New York ("Section 421-a") provides that the Units qualify for the benefit of Section 421-a. Sponsor has obtained from the New York City Department of Housing Preservation and Development ("HPD") a preliminary approval of Section 421-a benefits for the Units. Upon completion of the Units, Sponsor will apply to HPD for final approval. Sponsor anticipates but does not represent or guarantee that such final approval will be obtained. If such approval is not obtained, Purchasers will have no right to rescind their Purchase Agreements even though Section 421-a benefits would not be available to the Units. In connection with HPD's enforcement of the Section 421-a program, all prospective Purchasers are advised that HPD may conduct an audit which may result in a revocation of Section 421-a benefits if all documents required to be filed with HPD are not so filed.

In connection with its application to HPD to obtain Section 421-a benefits for the Units, Sponsor will (i) keep all records required by HPD and make such records available to HPD whenever requested by HPD to do so and (ii) in a timely fashion file all applications required to be submitted to HPD in connection with the Section 421-a benefits, and otherwise comply with all procedures required by HPD to properly procure and maintain the Section 421-a benefits. In addition, Sponsor will make available to the Condominium Board all Section 421-a documents for inspection and copying for so long as the Units receive any Section 421-a benefits.

Prospective Purchasers should note that increases in a property's assessed valuations resulting from changes in its market value (other than changes resulting from new construction or alteration of an existing improvement) are phased in over 5 fiscal tax years, after the initial period of full exemption during the first 10 years following completion of construction, in annual increments of 20% each. Any further increase in assessed valuation during such 5 year period (during years 11 through 15 following completion of construction) resulting from a still higher market value is similarly phased in over an additional 5 year period from the date of such increase. The full increased assessed valuation targeted to be in effect after the end of the 15 year period following completion of construction is called the "actual" assessed valuation, and the amount of the incremental assessed valuation upon which taxes are actually computed for each fiscal tax year during such 5 year period, during years 11 through 15 after completion of construction, is called the "transitional" assessed valuation.

Prospective Purchasers should note that the real estate taxes that will be payable by the Unit Owners for future years will vary in accordance with the amount of the Unit's assessed valuation (transitional and actual) and of the real estate tax rate. In this regard, prospective Purchasers should note that, assuming the partial exemption from real estate taxes pursuant to Section 421-a is maintained, the real estate taxes payable by the Unit Owners will in any event increase periodically over the eleventh through fifteenth year of condominium ownership as an integral part of the Section 421-a program. The tax exemption program provides that the increase in a newly constructed building's assessed valuation over such property's assessed valuation for the fiscal year before construction began is partially exempted up to a maximum of 100% for 10 years (plus the period of construction, not to exceed 3

years), up to 80% for the next one year, up to 60% for the next one year, up to 40% for the next one year and up to 20% for the last one years of a 15 year period.

Neither Sponsor, Sponsor's Counsel, Moseson & Associates, the Selling Agent, the Managing Agent, nor any other person makes any warranty that the partial exemption from real estate taxes under Section 421-a will be granted in whole or in part, or if granted, will not be later reduced or revoked, or as to the amount of the tax which will be assessed against any Unit or the amount of real estate taxes payable at any time by any Unit Owner.

The tax projections found in Schedule A are merely estimates and cannot be construed as an assurance of the actual amount of real estate taxes that will be assessed or the actual amount of any Section 421-a benefit.

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INCOME TAX DEDUCTIONS TO UNIT OWNERS AND TAX STATUS OF CONDOMINIUM

The following discussion of certain income tax consequences of the ownership of a Unit as a personal residence was prepared by Sponsor based, in part, upon the income tax opinion of Maria C. Bielesz, Esq., counsel to Sponsor, a copy of which is set forth in Part II of the Plan.

MARIA C. BIELESZ, ESQ. IS COUNSEL TO SPONSOR BUT NOT TO THE UNIT OWNERS. EACH PURCHASER SHOULD CONSULT HIS OWN TAX COUNSEL AS TO THE TAX CONSEQUENCES OF UNIT OWNERSHIP UNDER THE PLAN.

Income Tax Deduction to Unit Owners

Each Unit Owner will own his Unit and its Common Interest in fee simple and each Unit will be a separate tax lot for purposes of New York City real estate taxes and assessments. Since each Unit Owner will own his Unit in fee simple, the owner may mortgage such Unit and become individually liable for the payment of the principal and any finance charges or interest on such mortgage indebtedness.

It is the opinion of Maria C. Bielesz, Esq., that a Unit Owner who uses his Unit as a personal residence will, under present Law, for Federal, New York State and New York City income tax purposes, be entitled to a deduction for mortgage interest and real estate taxes in the year paid in the case of cash basis taxpayers or accrued in the case of other taxpayers, subject to certain exceptions and limitations which are more particularly discussed in the Attorney's Income Tax Opinion. Purchasers who are individuals should note that mortgage interest is deductible generally only with respect to (1) secured debt used to acquire, construct or substantially improve a principal residence or second residence (or which constitutes a refinancing of such debt) (up to a total indebtedness of $1 million, $500,000 for married tax payers filing separately) plus (2) other debt (not in excess of $100,000) secured by a principal or second residence. Interest on home mortgage debt in excess of these limitations would not be deductible. In addition, Unit Owners should note that special limitations may apply to the deductibility of points and prepaid interest, if any, on their mortgage loans and to the overall allowance of itemized deductions.

The Status of the Condominium

As discussed in the Attorney's Income Tax Opinion, the Condominium as it is presently constituted meets the requirements for qualification as a "homeowner's association" under Internal Revenue Code section 528. Accordingly, the Condominium is not subject to Federal income tax on amounts received as membership dues, fees or assessments from Unit Owners.

The qualification of an organization as a "homeowner's association" is determined annually at the close of each taxable year, and it is possible that if the Condominium qualifies in one year, it may nevertheless not qualify in one or more future years. Should the Condominium at some point in the

future not qualify as a "homeowner's association," the Condominium will be subject to Federal income tax on amounts received as membership dues, fees or assessments from Unit Owners as well as other income it may have from other sources, such as interest earned on any reserve fund (less expenses directly connected with the production of such income). If the Condominium qualifies for exemption from Federal income tax and so elects, the Condominium will remain liable for Federal income tax on any taxable income it may have from other sources, such as interest earned on any reserve fund (less expenses directly connected with the production of such income).

No warranties are given that the Internal Revenue Service, the New York State Department of Taxation and Finance or the Finance Administration of the City of New York will allow the aforementioned deductions for mortgage interest and real estate taxes. There is also no assurance that the laws or the regulations or rulings issued thereunder, or any judicial interpretation thereof upon which Maria C. Bielesz, Esq., counsel to Sponsor, bases its opinion, will not change. In addition, none of the aforesaid give any warranties with respect to the tax consequences of the Plan or the tax consequences of ownership of any Units offered under the Plan, and no one has been authorized to give any warranties.

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RESERVE FUND

In addition to the Working Capital Fund described in this Plan, within (30) days after the closing of title to the first Unit, a reserve fund (the "Reserve Fund") in an amount of $2,122.96, shall be established by the Sponsor, and subsequently transferred to the Board of Managers at the time that Sponsor turns over control of the Board of Managers to the Unit owners. The Reserve Fund is to be used exclusively for making capital repairs, replacements and improvements to the Building. The Reserve Fund shall be in addition to the Working Capital Fund.

So long as the Sponsor is in control of the Board of Managers, the Reserve Fund will be used only for capital expenditures and will not be used to reduce the projected common charges listed in the Plan.

No representation is made that the Reserve Fund will be adequate to cover current or future current or future expenses, including repairs or replacements, and if additional funds are required over and above the Reserve Fund, it may be necessary to increase common charges or through a special assessment.

The property is offered in its current condition as set forth in the Offering Plan without any obligation of the Sponsor to make any improvements except as described in this Offering Plan. No government agency has passed upon the adequacy of the Reserve Fund or the physical condition of the building.

WORKING CAPITAL FUND AND APPORTIONMENTS

The Purchaser of a Unit shall be required to make a contribution at the Closing of his Unit to the working capital fund of the Building ("Working Capital Fund"). Such contribution shall be in an amount equal to two (2) months' Common Charges in effect for such Unit. No payment to the Working Capital Fund will be made upon the resale of a Unit.

Although Sponsor has elected to provide a reserve fund for capital replacement or repairs, no representation is made that the Reserve Fund will be adequate to cover current or future current or future expenses, including repairs or replacements, and if additional funds are required over and above the Reserve Fund, it may be necessary to increase common charges or through a special assessment. The Condominium Board, in its discretion, and subject to certain restrictions contained in the By-laws, may decide in the future to increase said contribution to the Reserve Fund through Special Assessment or by increases in Common Charges.

At the First Closing, Sponsor will apportion with the Condominium the following items as of midnight of the day preceding the First Closing;

(1) employees' wages, vacation and severance pay, pension and welfare benefits and accruals and all other payments or obligations relative to the employees of the Building;

(2) deposits with utility companies, if any, and fees for assignable permits and licenses, if any;

(3) charges for electricity and other utilities for the Common Elements;

(4) cost of fuel on hand (plus sales tax), if any;

(5) charges and receipts in connection with service, maintenance and concession contracts;

(6) water charges and sewer rents on the basis of the fiscal or calendar year for which assessed (unless separately assessed to individual Units);

(7) cost of Building supplies on hand at Sponsor's cost (including sales tax);

(8) premiums for transferable insurance policies, if any;

(9) management fees; and

(10) other customary closing adjustments.

If any of the foregoing items to be apportioned cannot be adjusted at the First Closing because they are not fully ascertainable, they shall be apportioned and adjusted to the extent reasonably possible at the First Closing, and final adjustment will be made as soon thereafter as the undetermined amounts

are ascertained. Except as herein otherwise expressly provided, the customs in respect to title closings adopted by the Real Estate Board of New York, Inc., as amended, shall apply to apportionments and other matters herein mentioned.

If the result of the closing adjustments is a net credit in favor of the Condominium, Sponsor will contribute the amount of such net credit to the Working Capital Fund. If the result of the closing adjustments is a net credit in favor of Sponsor, the payment of any credit shall be deferred and paid to Sponsor by the Condominium in one installment on the earlier to occur: (i) on the first anniversary of the First Closing, without interest, pursuant to an unsecured, negotiable, promissory note to be executed by the Condominium Board and delivered to Sponsor at the First Closing; or (ii) Closing of Title to the last Unit. Such promissory note may be pre-payable by the Condominium in full at any time, or in part from time to time, without penalty.

The Working Capital Fund will be held and used for working capital, a reserve for repairs or for other appropriate purposes as will be determined by the Condominium Board and may be augmented by allocations from the monthly Common Charges collected from each Unit. While Sponsor controls the Condominium Board, the Working Capital Fund will not be used to reduce Common Charges (see the Section of the Plan entitled "Control by Sponsor" for further details).

The Condominium Board will be able to utilize the funds in the Working Capital Fund at any time and, accordingly, no representation or warranty can be made and no assurance can be given as to the exact amount of funds available at any specific time. However, in no event shall any portion of the Working Capital Fund be used to pay any Common Charges attributable to Unsold Units. In addition, within three (3) months following the end of the Control Period, Sponsor shall deliver to the Condominium Board a statement from an officer of Sponsor, certifying in reasonable detail as to any changes in the amount of the Working Capital Fund which have occurred since the First Closing.

NO REPRESENTATION OR WARRANTY IS MADE THAT THE WORKING CAPITAL FUND WILL BE, OR IS INTENDED TO BE, ADEQUATE TO COVER CURRENT OR FUTURE EXPENSES, INCLUDING REPAIRS, REPLACEMENTS OR MAJOR IMPROVEMENTS, FOR THE FIRST OR ANY SUBSEQUENT YEAR OF CONDOMINIUM OPERATION. IF ADDITIONAL FUNDS ARE REQUIRED OVER AND ABOVE THE WORKING CAPITAL FUND TO COVER EXPENSES OF THE BUILDING OPERATION, IT MAY BE NECESSARY TO INCREASE COMMON CHARGES OR MAKE SPECIAL ASSESSMENTS. NEITHER THE DEPARTMENT OF LAW NOR ANY OTHER GOVERNMENT AGENCY HAS PASSED UPON THE ADEQUACY OF THE WORKING CAPITAL FUND.

AGREEMENTS AFFECTING BUILDING OPERATIONS

Management Agreement

At the First Closing, Sponsor will assign, and the Condominium Board will assume, the Management Agreement for the Building between Sponsor and Belvedere Builders Consulting LLC, having an office at 610 Manhattan Avenue, Brooklyn, N.Y. 11222 ("Management Agreement"). The Managing Agent is affiliated with Sponsor.

The Management Agreement shall commence prior to the First Closing on 30 days prior notice from Sponsor ("Commencement Date") and shall continue on a month to month basis until terminated at the option of either party at the end of any calendar month on at least 30 days prior written notice from one party to the other. The Managing Agent will receive, payable in equal monthly installments, the sum of $2,300.00 per annum for the first year of the Management Agreement. Thereafter, the annual fee will be mutually agreed upon for the renewal periods, or if no new annual fee has been established, the Managing Agent shall continue to receive the previous annual fee. In addition, for services rendered to Unit Owners (other than Sponsor) in connection with processing applications to sell or otherwise transfer Units and obtaining necessary waivers of the right of first refusal by the Condominium Board, the Managing Agent shall receive a fee from each Unit Owner upon the sale or other transfer of his Unit for reviewing the waiver of the Condominium Board's right of first refusal and other required documents.

The duties and services to be rendered by the Managing Agent include, among others:

(1) billing and collecting Common Charges payable by Unit Owners;

(2) causing the Common Elements to be maintained, repaired and altered in the manner deemed advisable by the Condominium Board;

(3) contracting for necessary services and repairs and purchasing all supplies necessary to properly maintain and operate the Building and its Common Elements. The approval of the Condominium Board is necessary for any service contract (other than utilities) which exceeds $5,000 per year or is not terminable on 30 days' notice;

(4) checking all bills received in connection with the maintenance and operation of the Common Elements and causing all such bills and other expenses to be paid;

(5) supervising, hiring and discharging employees necessary for the proper maintenance and operation of the Building;

(6) rendering monthly statements of receipts and disbursements to Sponsor or other designated entity, upon request;

(7) maintaining payroll records and filing withholding tax statements for employees;

(8) maintaining accurate sets of books for the Condominium Board;

(9) cooperating with the Condominium Board's accountants in preparing and submitting annually to the Condominium Board an operating budget of the anticipated income and expenses for the ensuing year;

(10) attending meetings of the Condominium Board and Unit Owners and preparing agendas and sending notices relating to such meetings;

(11) cause to be effected and maintained insurance for the Condominium in amounts deemed advisable by the Condominium Board;

(12) process applications of Unit Owners for permission to alter the Units; and

(13) generally, doing all things deemed reasonably necessary or desirable by the Condominium Board for the proper management of the Building.

While Sponsor controls the Board, the Board cannot cancel the Management Agreement.

The Managing Agent, at the expense of the Condominium, will be insured during the term of the Management Agreement under a crime insurance policy in favor of the Condominium for any loss resulting from fraudulent or dishonest acts committed by the Managing Agent, its directors, officers or employees.

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IDENTITY OF PARTIES

Sponsor

Sponsor is 63 Jackson St., LLC, a New York limited liability company formed on November 2, 2007, with an office at 60-43 Maspeth Avenue, Maspeth, N.Y. 11378.

The principals of Sponsor who will be actively involved in the offering are Krzysztof Rostek and Ernesto Cuoco.

Krzysztof Rostek is a principal of 158 India, LLC, a real estate investment, development and management company ("Belvedere XLIV"). Mr. Rostek is also a principal of 175 12th Street, LLC (Belvedere XXXVI), a real estate investment, development and management company for which Offering Plans have been submitted for filing with the Department of Law but not yet filed. Mr. Rostek was also a principal of Belvedere I LLC, Belvedere II LLC, Belvedere IV LLC, Belvedere VI LLC, Belvedere VIII LLC, 216 Eckford, LLC, 636 Leonard, LLC, 137 Java, LLC, Belvedere XII LLC, and 185 India, LLC. Mr. Rostek recently closed sales of all condominium units in the vicinity, in the buildings known as Belvedere I at 687 Leonard Street, Brooklyn, N.Y. 11222, Belvedere II at 198 Monitor Street, Brooklyn, N.Y. 11222, Belvedere IV at 182 Huron Street, Brooklyn, N.Y. 11222, Belvedere VIII at 214 Calyer Street, Brooklyn, N.Y. 11222, Belvedere XII at 150 Java Street, Brooklyn, N.Y. 11222, Belvedere XVI (216 Eckford, LLC) at 216 Eckford Street, Brooklyn, N.Y. 11222, Belvedere XVII (218 Eckford, LLC) at 218 Eckford Street, Brooklyn, N.Y. 11222, Belvedere XX (185 India, LLC) at 185 India Street, Brooklyn, N.Y. 11222, Belvedere XXII (636 Leonard, LLC) at 636 Leonard Street, Brooklyn, N.Y. 11222,, and Belvedere XXVIII (137 Java, LLC) at 137 Java Street, Brooklyn, N.Y. 11222. Sponsor has relinquished control in all of the above mentioned buildings. Sponsor also sold the entire building at 216 Calyer Street, Brooklyn, N.Y. 11222 (Belvedere VI LLC) as a bulk sale. Offering Plans for Belvedere XXXIV (181 Withers St., LLC), Belvedere X (219 Eckford LLC) and Belvedere III Condominiums have been accepted for filing by the Department of Law and the Sponsor is in the process of closing sales of the units. All Offering Plans are available at the Attorney General's office for inspection. Sponsors of the condominiums in which all units have not yet been sold are current in their obligations.

Ernesto Cuoco, a principal of 63 Jackson St., LLC is also a principal of 175 12th Street, LLC and 181 Withers St., LLC.

Attorneys for Sponsor

Sponsor has retained the law firm of Maria C. Bielesz, having an office at 500 Fifth Avenue, Suite 1610, New York, NY 10110, to represent it in connection with the Plan. Maria C. Bielesz, Esq., participated in and supervised the preparation of the Plan. Maria C. Bielesz, Esq. will serve as Escrow Agent and will represent Sponsor in connection with matters relating to Closings of Units.

Managing Agent

The Managing Agent for the Condominium will be Belvedere Builders Consulting LLC, with an office at 610 Manhattan Avenue, Brooklyn, N.Y. 11222. The Principal of the Managing Agent has been in business for about twelve (12) years in the New York area and has had experience in many areas of real estate, including management of residential apartment buildings. Krzysztof Rostek is a principal of the Managing Agent.

Selling Agent

The Selling Agent for the project is Bridge Realty Servicing Group, Inc., with an office at 60-43 Maspeth Avenue, Maspeth, N.Y. 11378. The Selling Agent is a licensed real estate broker whose principals have been engaged in the sale of real estate for many years.

Construction Professionals

Wieslawa Jasiulewicz Majran, having an office at 60-17 Bleecker Street, Ridgewood, NY 11385, is the Licensed Architect of record for the Building. Wieslawa Jasiulewicz Majran prepared the Property Description set forth in Part II of the Plan and the Floor Plans which will be filed with the New York City Real Property Assessment Department required in order to create the Condominium. Wieslawa Jasiulewicz Majran has also examined the physical condition of the Building and has rendered its report thereof and a Certification which is set forth in Part II of the plan.

Condominium Budget Expert

Sponsor has engaged O'Kane Realty, having an office at 72-01 Grand Avenue, Maspeth, N.Y. 11378 as Sponsor's Budget Expert. The Budget Expert estimated all amounts of income and expenses in "Schedule B - First Year's Budget" in consultation with Sponsor. The Budget Expert has rendered a Certification as to the adequacy of the First Year's Budget which may be found in Part II of the Plan.

John O'Kane is a licensed real estate broker in New York State. His experience in the field includes management, sales, and rentals of commercial and residential properties, including Condominiums and Cooperatives. He has managed 7 buildings for over 11 years.

Title Company

Fidelity National Title Insurance Company, having an office at 1010 Northern Boulevard, Suite 336, Great Neck, New York 11001, (516) 488-8611, has reviewed the Plan and the Condominium Documents and has committed to insure that a valid condominium will be created pursuant to the Condominium Act. The Title Company is prepared to issue fee and/or mortgage title insurance policies to those Purchasers who request them. A form of Unit Owner's Specimen Title Policy may be obtained if title insurance is ordered from the Title Company as set forth in Part II of the Plan.

Related Parties

The Managing Agent and the Selling Agent are affiliated with Sponsor. Krzysztof Rostek is also a principal of the Managing Agent and the Selling Agent.

REPORTS TO UNIT OWNERS

It is the obligation of the Condominium Board to give all Unit Owners annually:

1. A financial statement of the Condominium prepared by a certified public accountant or public accountant, within approximately 120 days after the end of each fiscal year of the Condominium. Such statement shall be certified while Sponsor is in control of the Condominium Board;

2. At least 30 days' prior notice of the annual Unit Owner's meeting; and

3. A copy of the proposed annual budget of the Condominium at least 30 days prior to the date set for adoption thereof by the Condominium Board. While Sponsor is in control of the Board, such budget shall be certified in compliance with Section 20.4 of the Regulations of the Department of Law.

DOCUMENTS ON FILE

Pursuant to the provisions of Section 352-e of the New York General Business Law, copies of the Plan and all exhibits or documents referred to herein shall be available for inspection by prospective Purchasers and by any person who shall have purchased a Unit offered by the Plan or shall have participated in the offering of such Unit at Sponsor's office, and they shall remain available for such inspection without charge and copying, for a period of 6 years. In addition, a set of Floor Plans showing the layout, locations and approximate dimensions of each Unit and its unit number designation and tax lot number, certified by the appropriate governmental authority of The City of New York as conforming to the official tax lot number for each such Unit, will be filed in the Register's Office following the recording of the Declaration, and an additional set will be furnished to the Condominium Board.

The Declaration and the By-laws will be recorded in advance of or concurrently with the First Closing. The recording of all deeds conveying individual Units will also be in the Register's Office.

GENERAL

The Plan does not knowingly omit any material fact or knowingly contain any untrue statement of any material fact. Sponsor believes that the Plan contains a fair summary of the material provisions of the documents referred to in the Plan, including those documents contained in Part II of the Plan. Exact copies are contained in Part II of the Plan of the form of Declaration, form of By-laws, form of Purchase Agreement, form of Unit Deed, form of Power of Attorney and other documents. Statements made in Part I of the Plan as to the provisions of such documents or any other documents referred to herein, copies of which are on file with Sponsor, are not necessarily complete. Each such statement is qualified in all respects by the contents of such documents and, in the case of any such document executed by or with the written consent of a Purchaser pursuant to the Plan, any rider or separate agreement changing or adding provisions to such document.

There are no lawsuits or other legal proceedings now pending, or any judgments outstanding, which could materially and adversely affect this offering, the Purchasers of Units, the Property, the Condominium or the operation thereof, which are not covered by insurance.

No party other than the Purchasers shall have any right or benefit herein or herefrom, including without limitation, the right to insist upon or enforce against Sponsor the performance of all or any of Sponsor's obligations hereunder, and no such third party shall be deemed to have received any benefit as a result of any of the provisions of the Plan.

Sponsor reserves the right, from time to time prior to the First Closing, without obtaining the consent of Purchasers or others, to substantially revise the terms and conditions upon which the Units are to be sold, including changes affecting the rights, obligations and liabilities of Sponsor, the Purchasers and/or prospective Purchasers under the Plan. However, Sponsor may not unilaterally cancel a Purchase Agreement which is in effect, except as therein provided, as in the case of an uncured default, nor unilaterally change the purchase price or payment terms contained in such Purchase Agreement. All substantive or material revisions will be contained in a duly filed amendment to the Plan. If there is a substantial amendment to the Plan that materially and adversely affects Purchasers, except as otherwise provided herein, Purchasers will have a right of rescission which may only be exercised within 15 days from the Presentation Date of such amendment. Sponsor shall promptly return any Deposit, together with any interest earned therein, to Purchasers who rescind, except that Sponsor shall retain the Deposit of any Purchaser who is in default under the Purchase Agreement beyond any applicable grace period.

In accordance with the provisions of the Laws of the State of New York, neither Sponsor nor any selling agent engaged by Sponsor will discriminate against any person in the sale of Units offered by the Plan or in the leasing of any such Units because of such person's sex, sexual orientation, race, creed, color, nation origin, marital status, age, disability or any other ground proscribed by Law.

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

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

The Property has not been the subject of a prior public offering. Sponsor has not entered into any contracts, written or oral, for the sale or transfer of any of the Units offered in the Offering Plan, and neither the Sponsor, nor anyone on behalf of the Sponsor, has accepted any deposits or advances of funds in connection with the reservation, sale or transfer of the Units, prior to submission of the Offering Plan to the Department of Law.

All Units offered in this Offering Plan are vacant.

SPONSOR'S STATEMENT OF BUILDING CONDITION

Sponsor adopts the "Description of Property and Building Condition" set forth in Part II of the Plan and represents that it has no knowledge of any material defects or need for major repairs to the Building except as set forth in the Description of Property and Building Condition and Specifications or as contemplated to be made as described therein. As more fully described above, and subject to the matters described therein, Sponsor anticipates that construction of the Building will be sufficiently completed to allow the First Closing to occur on or about July 1, 2010.

PART II

CONDOMINIUM OFFERING PLAN

BELVEDERE XXXII CONDOMINIUM
BROOKLYN, NEW YORK

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DESCRIPTION OF PROPERTY AND BUILDING CONDITION

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Architect's Report for Project:
63 Jackson Street
Brooklyn, NY 11211

Description of Property
and
Specification of Building Condition

January 5th, 2010
Wieslawa Jasiulewicz Majran
71-19 80th Street, Ste 8206
Glendale, NY 11385

STATE OF NEW YORK)

ss

COUNTY OF QUEENS)

Subscribed and sworn to before me
on this 13th day of JAN, 2010

ANNA JASOWICZ
Notary Public, State of New York
NO. 01JA6004215
Qualified in Queens County
Commission Expires Mar. 23, 2010

REGISTERED ARCHITECT
WIESLAWA EWA JASIULEWICZ MAJRAN
No. 031253
STATE OF NEW YORK

DESCRIPTION OF PROPERTY AND SPECIFICATIONS OF BUILDING CONDITIONS

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CONDOMINIUM REPORT
63 Jackson Street
Brooklyn, NY 11211

A. LOCATION AND USE OF PROPERTY

The property is located in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows: commencing at the distant 150 feet East of the corner formed by the intersection of Jackson Street and Lorimer Street; running thence North 100 feet, parallel to Lorimer Street; thence East 25 feet, parallel to Jackson Street, running thence South 100 feet, parallel to Lorimer Street, thence West 25 feet, parallel to Jackson Street to the point of beginning.

1. Address: 63 Jackson Street Brooklyn, NY 11211.
2. Tax Block 2742, Lot 34.
3. The property lies in an R6 District as shown on map 13a of the Zoning Resolution of the City of New York.
4. The proposed Occupancy Group is Class J2 - Residential (apartment house) and Zoning Use Group – 2, as permitted As-of- Right in R6 District.

B. STATUS OF CONSTRUCTION

Under the current requirement of the New York City Building Code, the building has the following characteristics:

1. Occupancy Classification J-2.
2. Construction Classification I -D.
3. The Certificate of Occupancy will be obtained upon the completion of the work filed under New Building Application No 310070561 and approved by the NYC Departments of Buildings on April 26, 2008. The application was amended on 8/14/2008 and on 3/13/2009.

C. SITE

1. Site Area: 2,500 sq. ft.
2. Existing Street:

The condition of the existing street is good. New sidewalk and curb will be installed along the Jackson Street frontage of the site. The sidewalk will be of concrete with steel faced concrete curb to meet the requirement of the New York City Department of Transportation.

a) On site area drains capture storm water and divert it to the City combine disposal system located in the street.
b) Street lighting is existing and maintained by NYC Department of Highway Traffic and Lighting.

3. There is no apparent danger of flooding.

D. UTILITIES

Electric power and natural gas is to be provided by Consolidated Edison Company New York, NY and National Grid. The sanitary system will be connected to the New York City sewer system. Application for site utilities connections will be made to the New York City Department of Environmental Protection. Each apartment is to be provided with separate electric meter and gas meter. Space heat and domestic hot water will be gas fired and separate metered.

E. SUB-SOIL CONDITIONS

Based on the boring test prepared by "D.K. Drilling of NY", dated 8/13/07, reddish brown silty sand with gravel and traces of clays silts from 10 to 12 feet below grade were found. Allowable soil bearing capacity at the depth of new foundation for the soil class of (8-65) 4,000 psf was used for spread footing design.
Bottom of foundation is located approx 11.0' below ground surface.
Problems with ground water are not anticipated.

F. LANDSCAPING AND ENCLOSURES

1. Trees.

Jackson Street frontage is planted with (1) tree. (at least 3" caliper)

2. Fencing.

6'-0" high vinyl fence will be provided around the perimeter of the property on the first floor backyard and metal railing (welded steel components, primed w/anti-rust primer and painted with 3 coats of corrosion resistant paint) between area of rear yards of Apt. #1A and Apt. #1B.

3. Window well of Apartment #1B will be of concrete slab. The retaining walls are of reinforced concrete walls.

G. BUILDING HEIGHT

a) The building height from the sidewalk to the top of the lower roof deck is approximately 45 feet in the four (4) story portion fronting Jackson Street and maximum building height is 55 feet (5) story (without the stair bulkhead). Maximum height of rear part of the building is 70'. Proposed height of rear part with penthouse is 64'-8'
b) There is no sub-subcellar.
c) There is no subcellar.
d) There is a cellar under the building. The cellar height from floor to underside ceiling is 9 feet.
e) Mechanical rooms are located in each apartment, Meter rooms are located in the cellar.
f) There are five floors, penthouse and cellar in the building.
g) The highest structure is the roof deck of the penthouse at an approximate height of 64.67 feet above the finished grade.
h) Parapet height is a minimum of 3'-6" above the finished roof.

H. OCCUPANCY

See schedule in section (W) of this report, Unit Information.

I. STRUCTURAL SYSTEM

The structure of the building will be composed of reinforced structural concrete foundations with concrete floors over metal decking. Steel beams, columns and steel decking will be fireproofed as per NYC Building Code. Formed openings in the floors where required by design. Shafts for the boiler vent pipe and ventilation will be composed of metal studs and gypsum boards assemblies (2 hr fire rated). The interior partitions will be of metal studs and gypsum boards on each side unless otherwise noted on plans.

1. Exterior of Building

a) Walls

Exterior walls will be composed of 4" brick over 10" CMU and stucco over 8" or 10" CMU. Exterior walls will be insulated with 1 ½ rigid insulation with a vapor barrier on the warm side. The interior of the exterior walls will be of 5/8" gypsum drywall supported on the studs. R-value of the exterior wall will be minimum R-11.

b) Windows

Windows will be thermally broken aluminum with insulated glass; double hung and awning and slider. Aluminum windows will be manufactured by Crystal or similar. Window openings under 4'-0" are supported by steel lintels with painted aluminum and limestone sills. Joints between window and walls will be caulked and flashed. Windows furnished shall be certified as fully warranted against any defects in material or workmanship, under normal use and service, for a period of five years from date of fabrication. There are no lot line windows within the building.

2. Parapets

Parapets are extensions of the exterior bearing wall and rise to a minimum height of 3'-6" above the finished roofs. They will be constructed of reinforced 8" CMU or approved metal stud with a stucco cornice and metal flashing that will be mechanically fastened. The coping will be of aluminum.

3. Chimneys and Caps

There are no chimneys.

4. Exterior Entrances

The building will have a single primary street entrance into building lobby. There will be a separate entrance and staircase to the cellar.

a) Exterior doors and frames will be hardwood or steel or aluminum and tempered glass.
b) Mailboxes will be aluminum front-loading type as approved by the U.S. Post Office.
c) Exterior lighting in the form of wall sconces will be provided for the main building entrances. The rear yard area, balconies and roof decks will be illuminated by wall-mounted fixtures.

5. Service Entrances

There are no service entrances. The only exterior access stairs will be for access to the cellar from the front of the building. The stairs will be constructed of metal and metal railing.

6. Roof and Roof Structures

a) Roof Type

- The roof is specified to meet requirements of Class "A" Roof as per Sec. RS 5-9 of B.C.
  - 2" concrete slab on steel deck, waterproofing membrane, 2" concrete slab, two-ply APP 160 Modified Bitumen roofing membrane manufactured by "Firestone" Building Products, ASTM-D 6222-00 Type I Grade S.
  - Top of membrane will be covered with ChoiceDeck (Wood-Polymer Composite Lumber Product), manufactured by Advanced Environmental Recycling Technologies.
  - Deck boards must be installed with a minimum gap of $^{3}/_{16}$ inch between parallel boards and minimum $^{1}/_{8}$ inch space must be provided at each end.
- The roof is specified to be insulated from the ceiling of the 4th and 5th floor units and Penthouse with insulation value minimum R-25
- The roof is specified to be guaranteed for 10 years in accordance with the manufacturer's requirements for installation.
- Flashing material will be either 28-gauge stainless steel or 20-gauge aluminum sheet, as per manufacturer's recommendations.

b) Drains

i. The building will be drained by a combination of leaders and gutters, and by means of roof detention and controlled flow device.
ii. There will be drains on the main roofs with leaders and gutters at the bulkhead roofs and back roof wall
iii. Roof drains will be cast iron.

c) Bulkheads

Bulkheads will be constructed of 8" CMU wall with stucco on metal lath and rigid insulation.

d) Skylights

There is a plain glass skylight in galvanized frame with wire screen above and under placed over a public stairway as required by the New York City Building Code. The 4'6 x 4'6 skylight will be provided with fixed or movable ventilators having a minimum open area of 144 sq.in.

e) Metal work at roof levels

Pursuant to the Code, the parapet height will be 3'-6" above finish material of the deck negating the need for metal work at roof levels.

7. Fire Escapes

There are no Fire Escapes in this project

8. Rear Yard

There is an average 25'x 30' yard on the rear of the building.
Planting appropriate for a rear yard (grass) will be provided.
There is no other building in a rear yard.

a) Drainage- drainage from the rear yard areaway will be by yard drain
b) Stairs- concrete stairs shall provide access to the rear yard from cellar of apartment #1A.
c) Fence - vinyl fencing will be provided around the perimeter of the property.

9. Interior Stairs

a) There will be non-combustible stairs for general egress in the building. A single staircase will run from the first floor to the roof of the building. Stair B will run from the sidewalk to the cellar level.
b) The buildings stair will be enclosed in 8" CMU wall, construction offering two-hour fire protection. The interior finish will be of the gypsum board and paint.
c) Egress stairs will be constructed of metal steps and railing.
d) There will be a 1 ½" diameter steel primed and painted pipe rail continuous from floor on one side of the stair with painted steel pipe rail and balustrade to the other side of stair in the building.
e) Egress stair guardrails will be steel.
f) Egress stair balusters will be of steel.

10. Interior Doors and Frames

All doors within apartments are to be wood with wood frames.

a) The entrance doors to each apartment will be fire rated residential wood entrance doors and metal frames, self closing, provided with mortise locks and chains.
b) Doors and frames inside apartments are not required to be rated.
c) Stair hall door will be wood with metal frames, non-combustible and 1½ hour FPSC. This meets the required rating.
d) Closet doors will be wood doors.

11. Elevator

There are no elevators in this building. There is and Attic in front part of the building used in conjunction with the apartment below. At the rear part of the building there is triplex apartment located on 4th, 5th floors and on Penthouse. Front part of the building – attic; rear part – triplex apartment.

12. Balconies and Terraces

- There are seven balconies in conjunction with apartments: #3A, #3B, #4A, and #4B, three roof decks in conjunction with apartments: #4A and #4B and a recess area in conjunction with apartment #2A. There is also a roof deck for use by all tenants/owners.
- Balconies are constructed of steel beams, concrete slab on steel deck and combustible material - ChoiceDeck® (Wood-Polymer Composite Lumber Product). Soffits are plastered and painted. Exterior railing – welded steel components, primed w / anti-rust primer and painted with 3 coats of corrosion resistant paint. All exterior metal are to be corrosion resistant.
- Doors are aluminum sliding door manufactured by "Pella" or similar.

J. AUXILLARY FACILITIES

1. Laundry Room

Each of the eight (8) apartments will provide a laundry room/area with connection for future installation of individual washers and dryers.

2. Refuse Disposal

a) There is no incinerator in this building.
b) A refuse area will be provided on the cellar level in front of the building.
c) Refuse removal will be provided by the City of New York two times per week.

K. PLUMBING AND DRAINAGE

1. Water Supply

Potable water shall be supplied via New York City public water system. The water piping shall be copper Type L. The water pressure will be obtained by means of the street pressure. The system shall maintain water pressure within code-required limits. Insulation – all hot and cold water pipes will be insulated with ½" thermacell insulation.

2. Fire Protection System

a) The building will be required to have a full wet sprinkler system.
b) The system will consist of concealed and/or exposed piping and heads throughout all floors and areas within the building.

c) Standard pendant sprinkler and concealed heads will be connected to a new 4" sprinkler main, provided in the cellar as required by New York City Building Code.

3. Sanitary Sewage System

a) Sanitary piping shall be no-hub cast iron.
b) A main house trap will handle all sewage to street grade.
c) Public sewer will be connected to the building.

4. Permit Required.

Approval has been obtained from the New York City Department of Environmental Protection for 18" combined sewer on Jackson Street. Approval has also been granted for 4" fire and domestic water main from Jackson Street. Application will be filed with the NYC Department of Environmental Protection and work will be completed with tap letter provided by DEP.

5. Storm Drainage System

Storm water shall be collected by means of a series of roof-located drains and gutters and leaders disposed of into the public combined sanitary/storm water system. Details of sanitary and storm water system are as indicated on the plumbing drawings.

L. HEATING

The building shall be provided with new high efficiency, wall mounted gas boilers with built in indirect fired water heaters, located on each floor (seven apartments); manufactured by TRIANGLE TUBE, Model PE 110 Prestige Excellence, rated 110,000 BTUs input modulation, AFUE 95%, DOE Heating Capacity MBH 99, NET I=B=R MBH 86, Water Volume Gal. 2.5.

Capacity of the boilers will be adequate for heating of all units. Each boiler to be separated by zone valve and control thermostat to be installed in each apartment. The heat will be transferred by the pumps to radiators convectors located in each apartment under windows and parallel to the exterior wall.

The hot water for each apartment will be circulated by means of circulation pumps and provided by same combo boilers.

They will be adequate for service all apartments. Domestic hot and cold water shall be distributed to each apartment by means of type "L" copper pipe distributing system. All hot water piping shall be insulated with fiberglass piping insulation with thickness as per NYS Engineering Conservation Code.

Boiler shall be provided with natural gas supplied by public utility, via schedule of 40 steel pipe distribution system.

M. GAS SUPPLY

The building will be provided with gas service for cooking, heating and hot water for each apartment which is separately metered and heating and hot water via a master meter in the building. Piping material will be black iron schedule 40 pipe with malleable fittings.

N. AIR CONDITIONING

Each apartment will be provided with FUJITSU or similar ductless air conditioning system. This system will be adequate for cooling of each apartment (See plan for location).

Apt. 1A	This multi system provides up to 36,000 Btu/h of cooling. It contains three wall-mounted indoor units 2 x ASU12RMLQ (Each unit 12,000 Btu/h) and 1x ASU9RMLQ (9,000 Btu/h), and one outdoor unit AOU36RML.
Apt. 1B	This multi system provides up to 36,000 Btu/h of cooling. It contains three wall-mounted indoor units: 2 x ASU12RMLQ (Each unit 12,000 Btu/h), and 1x ASU9RMLQ (9,000 Btu/h), and one outdoor unit AOU36RML.
Apt. 2A	This multi system provides up to 24,000 Btu/h of cooling. It contains two wall-mounted indoor units 1 x ASU12RMLQ (12,000 Btu/h), and 1x ASU9RMLQ (9,000 Btu/h), and one outdoor unit AOU24RML.
Apt. 2B	This multi system provides up to 24,000 Btu/h of cooling. It contains two wall-mounted indoor units 1 x ASU12RMLQ (12,000 Btu/h), and 1x ASU9RMLQ (9,000 Btu/h), and one outdoor unit AOU24RML.
Apt. 3A	This multi- system provides up to 36,000 Btu/h of cooling. It contains three wall-mounted indoor units: 2 x ASU9RMLQ (Each - 9,000 Btu/h) and 1 x ASU18RMLQ (18,000 Btu/h), and one outdoor unit AOU36RML.
Apt. 3B	This multi- system provides up to 36,000 Btu/h of cooling. It contains three wall-mounted indoor units: 2 x ASU9RMLQ (Each - 9,000 Btu/h) and 1 x ASU18RMLQ (18,000 Btu/h), and one outdoor unit AOU36RML
Apt. 4A	This multi- system provides up to 36,000 Btu/h of cooling. It contains three wall-mounted indoor units: 2 x ASU9RMLQ (Each - 9,000 Btu/h) and 1 x AUS12RMLQ (12,000 Btu/h), and one outdoor unit AOU36RML.
Apt. 4B	This multi- system provides up to 36,000 Btu/h of cooling. It contains three wall-mounted indoor units: 2 x ASU9RMLQ(Each - 9,000 Btu/h) and 1 x AUS18RMLQ (18,000 Btu/h), and one outdoor unit AOU36RML.

O. VENTILATION

1. Each bathroom will be mechanically ventilated by a min 140 CFM.
2. The kitchens in all units will be mechanically ventilated by a min 100 CFM.
3. The entrance corridors except lobby (first floor) will be mechanically ventilated

P. ELECTRICAL SYSTEM

1. The main electrical services shall enter the building underground at Jackson Street. The service shall have the capacity of 400 amps at 208 volt, three phase panel. The wiring shall be protected by fused switches in accordance with the New York City Electrical Code. There shall be an electric meter area containing the electric meters for the apartment units in the building and a house meter. The typical apartment shall be served by 100 Amp 120/208 V single – phase panel.
2. The typical apartment shall have approximately *15-24* circuits, including air conditioning, appliance circuits and general lighting circuits as required. Each apartment to have a ceiling mounted entry light, and corridor lights, as required smoke detector in apartments as per NYC Code and convenience outlets in each room as required by NYC Electrical Code.
3. The building shall be equipped with an intercom system, with an intercom panel located at exterior entry door and in each apartment. The system is to be of the audio and video type.
4. The building is to be pre-wired with riser only for TV. Each apartment is to have one cable TV connection in the living room and bedrooms. The cable will end in a terminal box for future connection by cable TV Utility Company.
5. Public corridors shall be lit by means of PL13 energy efficient high hats.
6. Cellar areas to be lit by means of standard fluorescent industrial type exposed surface or recessed mounted lights.
7. Each unit shall have adequate electrical service and convenience outlets for current or modem usage.
8. AFCI and GFCI will be provided in each apartment.

Q. INTERCOMMUNICATION AND/OR DOOR SIGNAL SYSTEMS AND SECURITY CLOSED CIRCUIT TV/ALARMS

1. Provisions for cable TV hook-up to be provided.
2. Each unit will be wired with audio and video intercoms. The intercoms are to be mounted in the apartment, at the entrance to the building.

3. All apartments will be prewired only for future alarm system.

R. PUBLIC AREA

1. Lighting

All entrances to the buildings will be provided with a minimum of one light fixture in the form of wall sconces. The street entrance of the building has been provided with wall light fixtures. Lobbies will be provided with ceiling mounted recessed fixtures. All lighting levels will be designed in accordance with the NYC Building Code and Housing Maintenance Code. These fixtures will be wired to the building house meter. The lighting fixtures located on the rear yard, balconies and roof decks will be wired to the apartment's meters.

S. GARAGE AND PARKING AREAS

There will be no public parking spaces on the property.

T. RECREATION FACILITIES

Three roof decks are provided on the roofs of the building in conjunction with apartments #4A and #4B.
Around the perimeter of the building, roof decks are enclosed with 3'-6" height parapet wall. The wall lighting fixtures will be provided and wired to the apartment's meters. Top of the roof decks will be covered with ChoiceDeck® (Wood-Polymer Composite Lumber Product) as described on page 5: "Roof and Roof Structure".
Roof area shall be accessible at all times for all occupants of the building in case of emergency.

U. PERMITS AND CERTIFICATES

1. The certificate of Occupancy will be obtained upon the completion of the work, filed on 12/31/2007 and approved on 04/26/2008 under New Building Application No. 310070561, and amended on 8/14/2008 & on 3/13/2009.
2. All necessary permits will be obtained and all the required inspections will be completed prior to obtaining certificate of occupancy.

V. VIOLATIONS

None

W. UNIT INFORMATION
Residential Units

Unit:	Description:	Approx. Sq. Ft.:
Apartment #1A	Studio Apartment; Living Room/Kitchenette/ Sleeping Area/Bathroom (1st Floor)	491
	Accessory use/Sauna/Powder Room/Laundry/ Drying Area/Wine Cellar (Cellar)	818
	Rear Yard	368
Apartment #1B	1BR; Living Room/Kitchenette/Dining/Bedroom Home Office Space/Bathroom (1st Floor)	727
	Accessory Use/Sauna/Powder Room/Laundry/ (Cellar)	470
	Rear Yard	368
	Rear Patio	107
Apartment #2A	1BR; Living Room/Kitchenette/Dining/Bedroom Laundry/Home Office Space/Bathroom (2nd Floor)	668
	Recess (2nd Floor)	24
Apartment #2B	1BR; Living Room/Kitchenette/Dining/Bedroom Laundry/Home Office Space/Bathroom (2nd Floor)	689
Apartment #3A	1BR; Living Room/Kitchenette/Dining/Bedroom Laundry/Home Office Space/Bathroom (3rd Floor)	636
	Balcony	75
	Storage 5' high	(net) 225
Apartment #3B	1BR; Living Room/Kitchenette/Dining/Bedroom Laundry/Home Office Space/Bathroom (3rd Floor)	689
	Balcony	85
	Storage 5' high	(net) 225
Apartment #4A	1BR; Living Room/Kitchenette/Dining/Bedroom Bathroom/Laundry(4th Floor)	649
	Balcony	75
	Attic (below 8')	(net) 341
	Roof Deck	333
Apartment #4B	3BR; Living Room/Kitchenette/Dining Bathroom (4th Floor)	627
	2 Bedroom/Bathroom/Laundry (5th Floor)	575
	1 Bedroom/Bathroom (Penthouse)	207
	Bulkhead (Penthouse)	65
	Balcony/Roof Deck (4th Floor level)	153
	Balcony (5th Floor level)	160
	Balcony/Roof Deck (Penthouse level)	400
	Balcony (Penthouse level)	23
	Roof Deck (roof level)	197

Commercial Units
There will be no commercial units on this property

1. Occupancy

There will be 8 residential apartments unit count (as per NYC Zoning Resolution).

2. Finish Schedule for Typical Apartment

SPACE	FLOOR	WALL	BASE	CEILING
Hall	WD	P	WD	P
Living Room	WD	P	WD	P
Bedroom	WD	P	WD	P
Kitchen	WD	P	WD	P
Bathroom	ST	ST/P	ST	P
Closet	WD	P	WD	P
Recreation Area	ST/CT	BRICK & P	WD	P
Sauna	WD	WD	-	WD
Closet	WD	P	WD	P

3. Bathroom Fixtures

Lavatory	Firefield Vanity Top Model#1300307190.008	or units of equivalent size and quality, or better
Water Closet	American Standard Model # 60691 V 5000	or units of equivalent size and quality, or better
Tub	Renaissance Whirlpool Model 5FTX32IN	or units of equivalent size and quality, or better
Washer/Electrical Dryer connection for future installation.		as selected by Unit Owner

4. Kitchen

Refrigerator	"SUMMIT" Model FF975SS – For Apt. # 1A only	
Refrigerator	G.E. Model GSS22SGRSS	or units of equivalent size and quality, or better
Range	G.E. Model JGBS23SEHSS	or units of equivalent size and quality, or better
Range Hood	contained in Microwave	or unit of equivalent size and quality, or better
Microwave (above range)	G.E. Model JVM1650SH	or unit of equivalent size and quality, or better
Dishwasher	G.E. Model GSD4060JSS	or unit of equivalent size and quality, or better
Sink	American Standard Model LC0240RB	or unit of equivalent size and quality, or better

Kitchen cabinets – custom made - finish plywood, granite counter

X. FINISH SCHEDULE OF COMMON AREAS

Space	Floor	Wall	Ceiling
Stairs	CONC & P & CT	P	P
Street Lobby	ST & CT	ST&P	P

ABBREVIATIONS FOR FINISHES

BR	BRICK
CT	CERAMIC TILE
CONC	CONCRETE
P	PAINT
ST	STONE/GRANITE/MARBLE
WD	HARD WOOD (white oak ¾ thick over ¾ plywood underlayment)

Y. SAFETY AND WARNING DEVICES

1. Apartment Smoke Detection System

Each apartment will contain a smoke detectors combined with carbon monoxide detectors located in the vicinity of the bedrooms and hallways. The detectors will be wired to a 120-volt local power supply and self-contained their own sounding device.

Z. ADDITIONAL INFORMATION

Design of Units

Each residential unit will consist of the area measured horizontally from the exterior line of the exterior wall or of the glass (perimeter mechanical pipes are not deducted) to the centerline of the partitions separating the unit from the corridors, stairs, and other mechanical equipment spaces. Each residential unit will consist of the area measured vertically from the top of the rough floor to the underside of the rough ceiling. All Unit dimensions comply with plans approved by Department of Buildings on April 26, 2008 under Application #310070561. Last amendment to the plans was approved by Department of Buildings on March 13, 2009.

AA. ASBESTOS Not Applicable

BB. LEAD-BASED PAINT Not Applicable

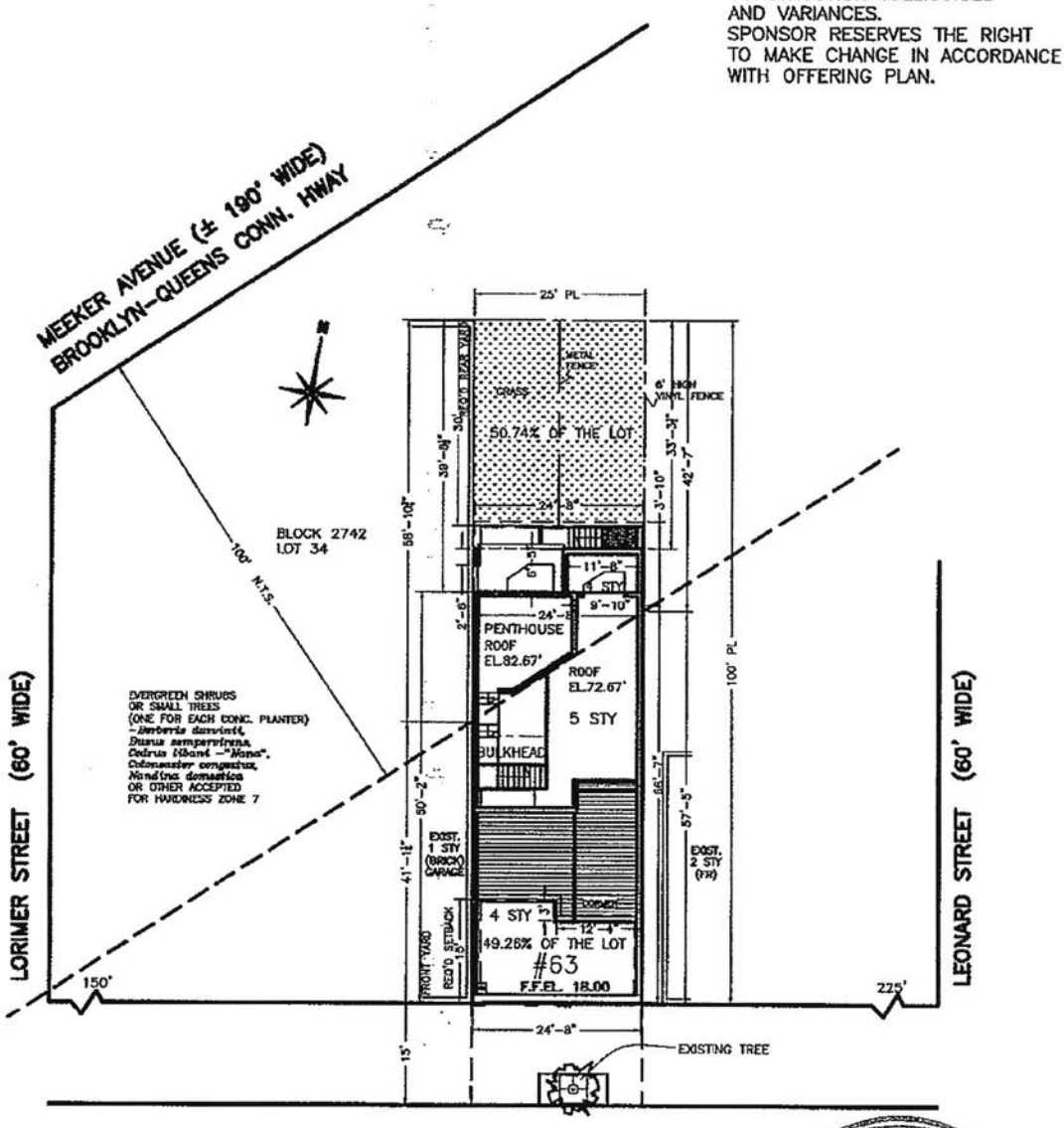
CC. No further developments under current zoning

DD. Wiktor Wasilewski, PE (License #68511) has been entrusted to perform controlled inspection required for this project. Contact information: 265 Cabrini Blvd. New York, NY 10040. Tel. 212.795.6438

FLOOR PLANS

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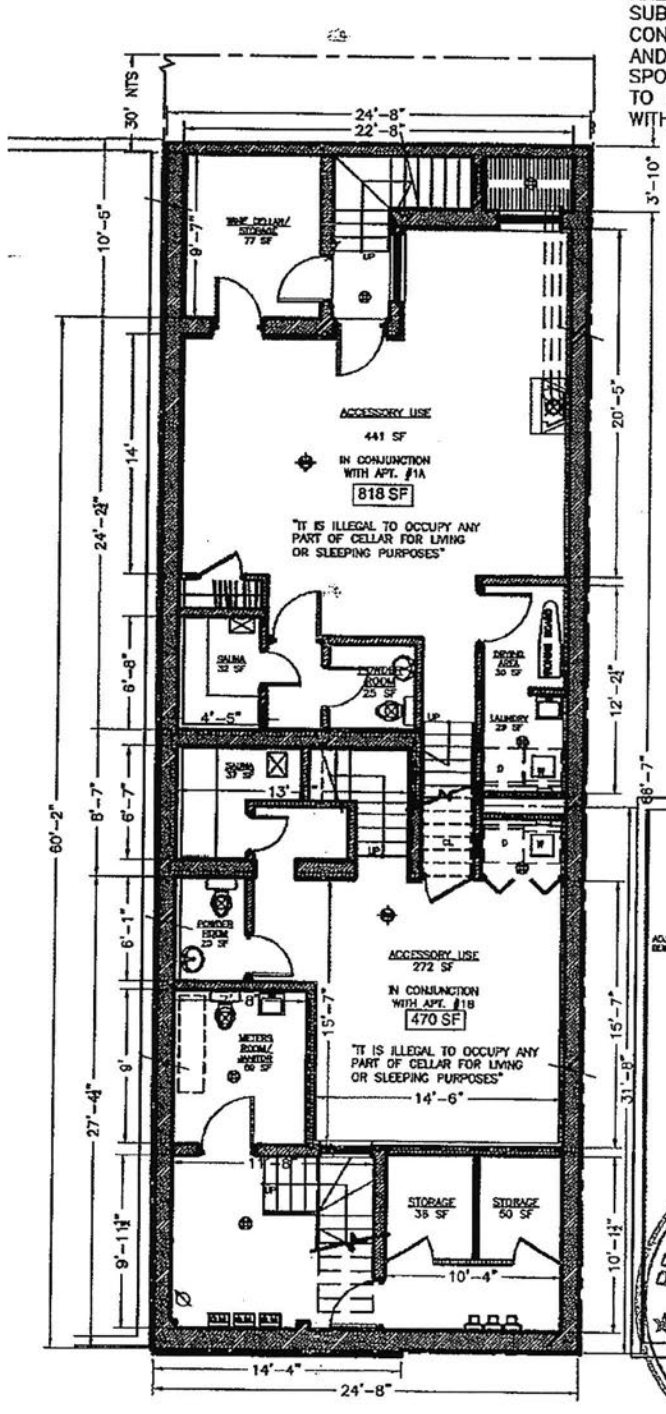
ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGE IN ACCORDANCE WITH OFFERING PLAN.



REGISTERED ARCHITECT
WIESLAWA EWA JASIULEWICZ MAJEWSKI
No. 031253
STATE OF NEW YORK

" BELVEDERE XXXII " CONDOMINIUM - SITE PLAN 63 JACKSON STREET, BROOKLYN, NY 11222	
DATE: JANUARY 5, 2010	1/16" = 1'-0" 1 OF 10

ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGE IN ACCORDANCE WITH OFFERING PLAN.



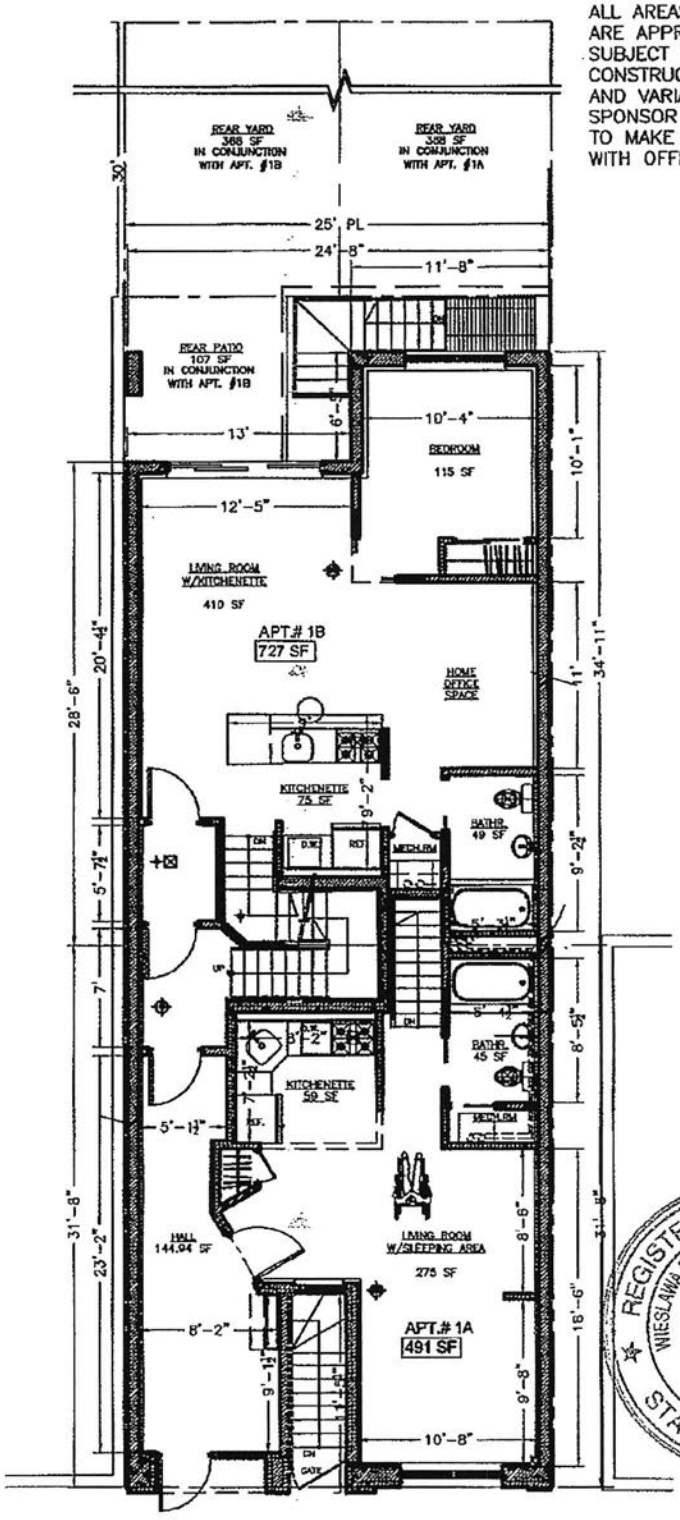


" BELVEDERE XXXII " CONDOMINIUM - CELLAR PLAN

63 JACKSON STREET, BROOKLYN, NY 11222

DATE: JANUARY 5, 2010	3/32" = 1'-0"
CEILING HEIGHT: 8'-0½"; TOTAL SQ.FT. 1,742	2 OF 10

ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGE IN ACCORDANCE WITH OFFERING PLAN.



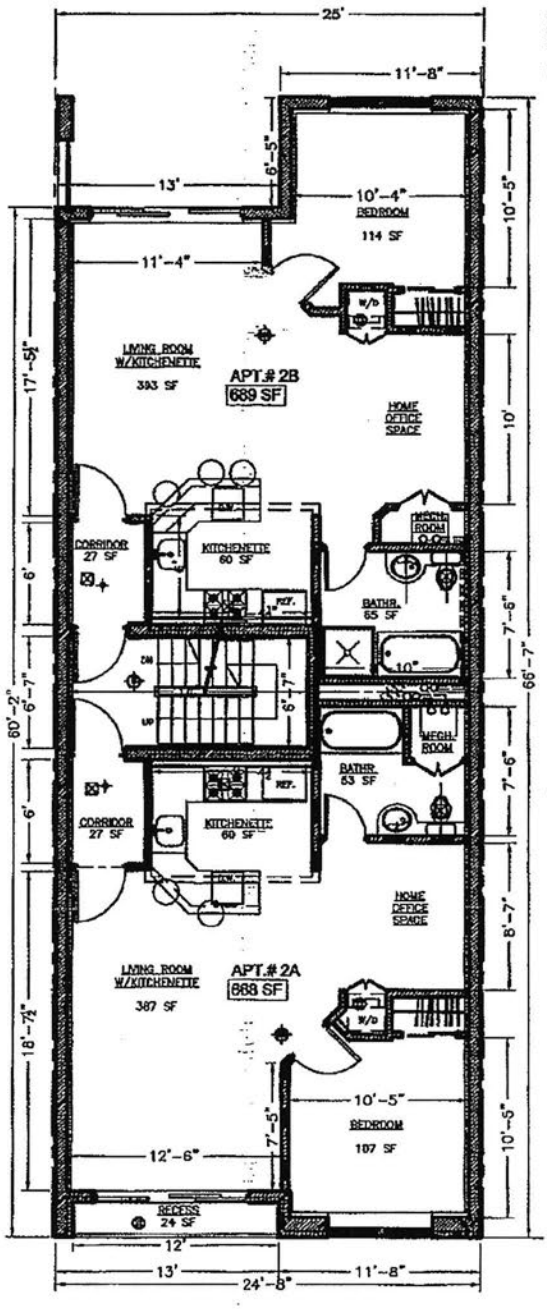
REGISTERED ARCHITECT
WIESLAWA EWA JASIULEWICZ MAJURAN
No. 031258
STATE OF NEW YORK

" BELVEDERE XXXII " CONDOMINIUM
- FIRST FLOOR PLAN

63 JACKSON STREET, BROOKLYN, NY 11222

DATE: JANUARY 5, 2010	1/8"= 1'-0"
CEILING HEIGHT: 8'-8"; TOTAL SQ.FT.1,546	3 OF 10

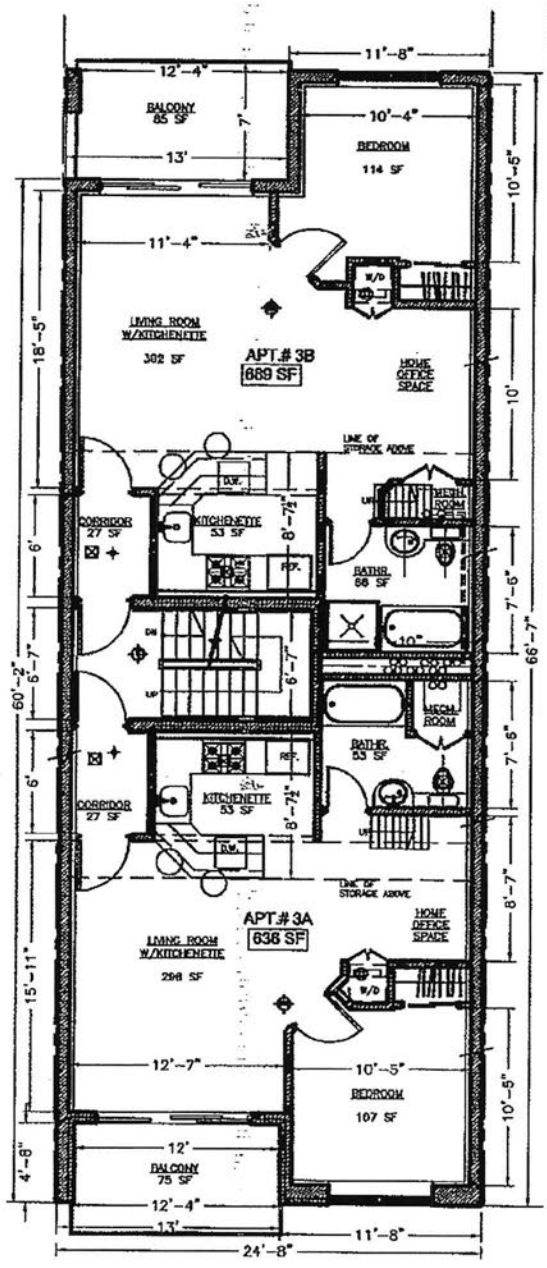
ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGE IN ACCORDANCE WITH OFFERING PLAN.





" BELVEDERE XXXII " CONDOMINIUM - SECOND FLOOR PLAN 63 JACKSON STREET, BROOKLYN, NY 11222	
DATE: JANUARY 5, 2010	¼"= 1'-0"
CEILING HEIGHT: 8'-8½"; TOTAL SQ.FT.1,535	4 OF 10

ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGE IN ACCORDANCE WITH OFFERING PLAN.



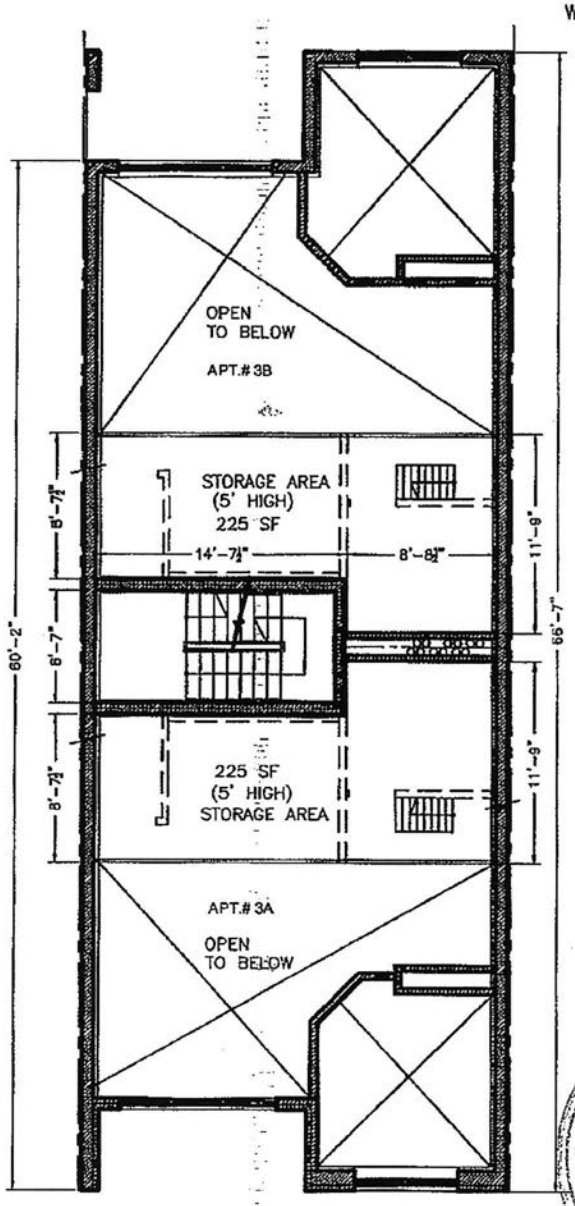


" BELVEDERE XXXII " CONDOMINIUM - THIRD FLOOR PLAN

63 JACKSON STREET, BROOKLYN, NY 11222

DATE: JANUARY 5, 2010	3/32"= 1'-0"
CEILING HEIGHT: 13'-8½"; TOTAL SQ.FT.1,503	5 OF 10

ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGE IN ACCORDANCE WITH OFFERING PLAN.



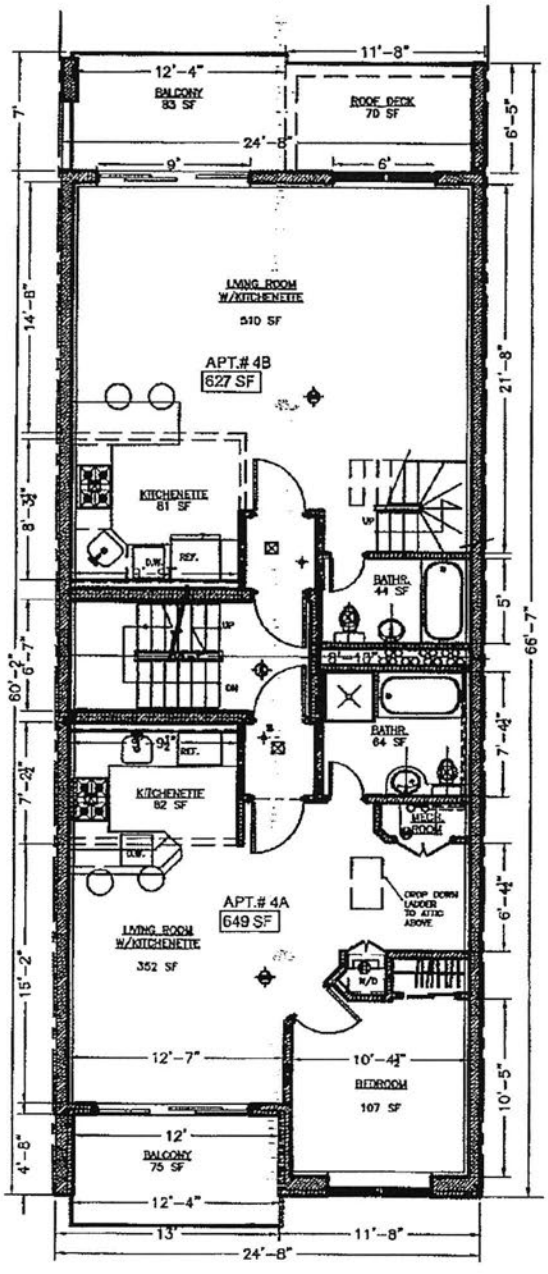


" BELVEDERE XXXII " CONDOMINIUM
- STORAGE ABOVE 3RD FLOOR PLAN

63 JACKSON STREET, BROOKLYN, NY 11222

DATE: JANUARY 5, 2010	3/32"= 1'-0"
CEILING HEIGHT: 5';TOTAL SQ.FT. 620	6 OF 10

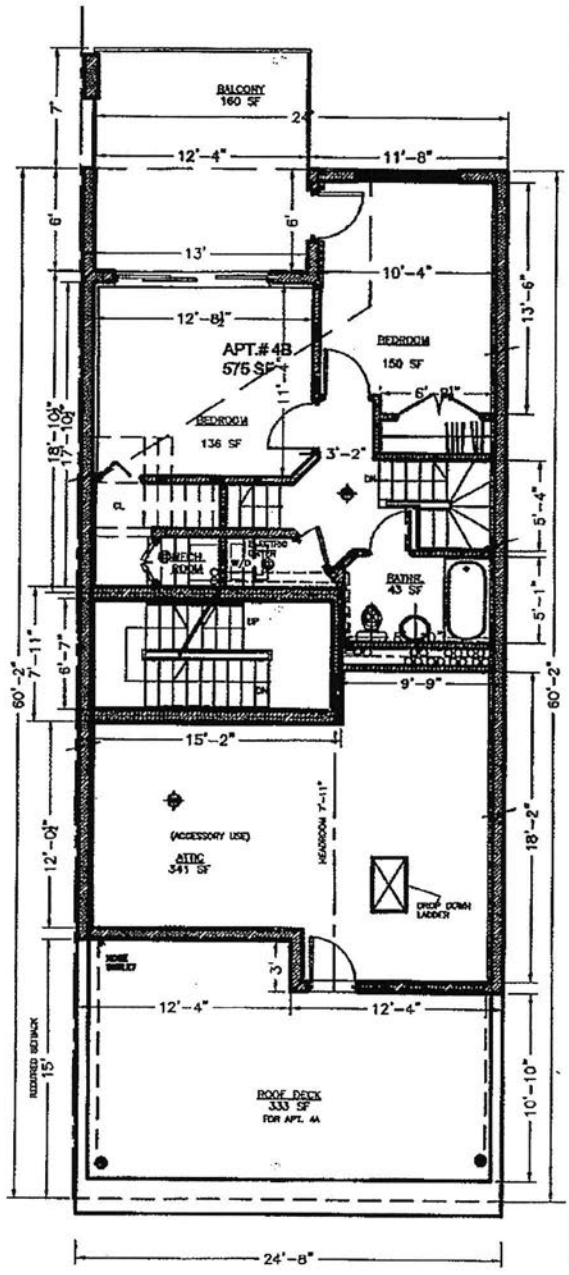
ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGE IN ACCORDANCE WITH OFFERING PLAN.





" BELVEDERE XXXII " CONDOMINIUM - FOURTH FLOOR PLAN 63 JACKSON STREET, BROOKLYN, NY 11222	
DATE: JANUARY 5, 2010	3/32"= 1'-0"
CEILING HEIGHT: 8'-8";TOTAL SQ.FT. 1,432	7 OF 10

ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES.
SPONSOR RESERVES THE RIGHT TO MAKE CHANGE IN ACCORDANCE WITH OFFERING PLAN.

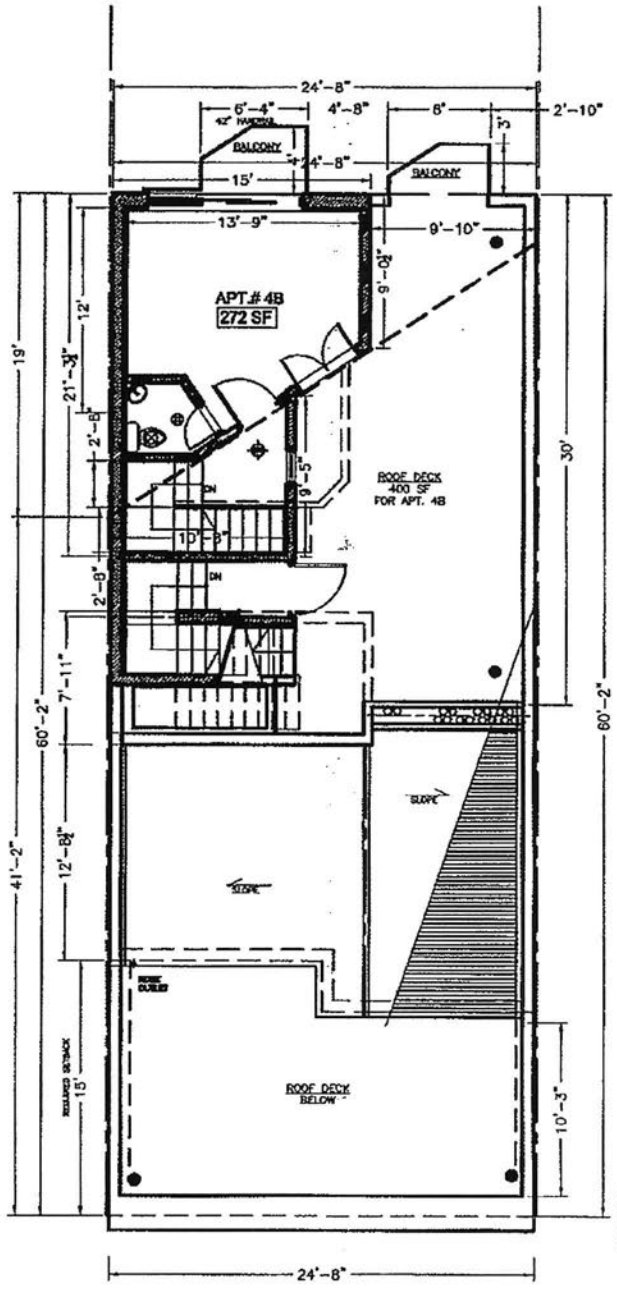




" BELVEDERE XXXII " CONDOMINIUM
- MEZZANINE / ATTIC PLAN
63 JACKSON STREET, BROOKLYN, NY 11222

DATE: JANUARY 5, 2010	1/2" = 1'-0"
MEZZANINE, ATTIC; TOTAL SQ.FT. 1077	8 OF 10

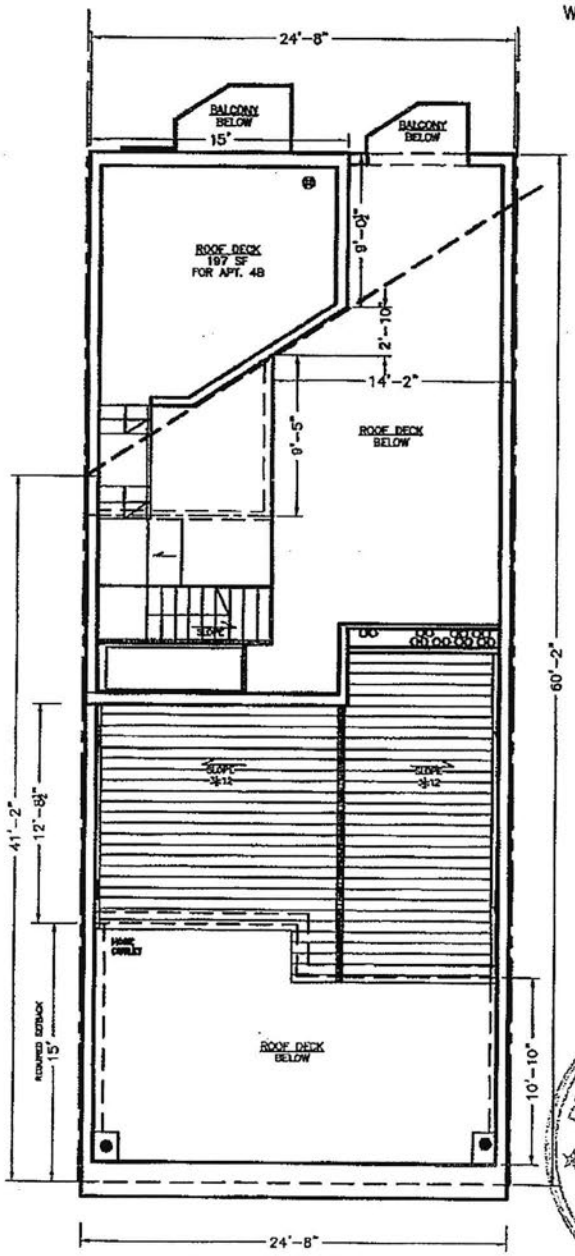
ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGE IN ACCORDANCE WITH OFFERING PLAN.



REGISTERED ARCHITECT
WIESLAWA EWA JASIULEWICZ MAJKRZAK
No. 031253
STATE OF NEW YORK

" BELVEDERE XXXII " CONDOMINIUM - PENTHOUSE PLAN 63 JACKSON STREET, BROOKLYN, NY 11222	
DATE: JANUARY 5, 2010	3/32"= 1'-0"
CEILING HEIGHT: 9'-0";TOTAL SQ.FT. 340	9 OF 10

ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES AND VARIANCES. SPONSOR RESERVES THE RIGHT TO MAKE CHANGE IN ACCORDANCE WITH OFFERING PLAN.





" BELVEDERE XXXII " CONDOMINIUM - ROOF PLAN

63 JACKSON STREET, BROOKLYN, NY 11222

DATE: JANUARY 5, 2010	3/32" = 1'-0"
ROOF DECK; TOTAL SQ.FT. 197	10 OF 10

PURCHASE AGREEMENT

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PURCHASE AGREEMENT

63 JACKSON ST., LLC.

Sponsor

With

_____

Purchaser

For Unit Number ____
BELVEDERE XXXII CONDOMINIUM
63 Jackson Street
Brooklyn, New York 11211

UNIT NUMBER _____

BELVEDERE XXXII CONDOMINIUM
63 Jackson Street
BROOKLYN, NEW YORK

AGREEMENT, made as of _____, 20___, between Sponsor and Purchaser (defined below).

W I T N E S S E T H:

1. THE PLAN

Purchaser acknowledges having received and read a copy of the Offering Plan for BELVEDERE XXXII CONDOMINIUM dated _____, 200_, and all amendments thereto, if any, filed with the Department of Law of the State of New York (hereinafter, collectively, referred to as the "Plan") at least 3 days prior to Purchaser's signing of this Agreement. If Purchaser has not received and read the Plan and all amendments thereto at least three (3) full days prior to Purchaser's signing of this Agreement, Purchaser shall have the right to rescind this Agreement, by sending written notice of such rescission to Sponsor's attorney by certified or registered mail, return receipt requested, or by personal delivery, in either case within seven (7) days from the date Purchaser delivers an executed Purchase Agreement together with the required Deposit to the Sponsor's attorney. The Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth at length. In the event of any inconsistency between the provisions of this Agreement and the Plan, the provisions of the Plan will govern and be binding. Purchaser hereby adopts, accepts and approves the Plan (including, without limitation, the Declaration, By-laws and Rules and Regulations contained therein) and agrees to abide and be bound by the terms and conditions thereof, as well as all amendments to the Plan duly filed by Sponsor.

2. DEFINITIONS

Terms used herein which are also used in the Plan shall have the same meanings as they do in the Plan, unless the context requires otherwise.

2.1 "Sponsor" means 63 Jackson St., LLC, having an office at 60-43 Maspeth Avenue, Maspeth, N.Y. 11378. Sponsor's taxpayer identification number is 71-1040918.

2.2 "Purchaser" means _____ having an address at _____.
Purchaser's social security number is _____.

2.3 "Attorney for Sponsor" means Maria C. Bielesz, Esq., having an office at 500 Fifth Avenue, Suite 1610, New York, N.Y. 10110

2.4 "Attorney for the Purchaser" means _____

_____

_____.

3. THE UNIT

Upon and subject to the terms and conditions set forth herein, Sponsor agrees to sell and convey, and Purchaser agrees to purchase, the unit designated as Unit _____ in the Declaration, together with its undivided ____% of interest in the Common Elements appurtenant to such unit ("Unit").

4. PURCHASE PRICE

4.1 The purchase price for the Unit ("Purchase Price") is $_____.

The Purchase Price is payable as follows:

(a) $_____ (the "Deposit"), due upon Purchaser's signing and submitting this Agreement, by check (subject to collection), receipt of which is hereby acknowledged;

(b) $_____, constituting the balance of the Purchase Price, by good certified check of Purchaser or official bank check, payable on the delivery of the deed as hereinafter provided.

4.2 All checks shall represent United States currency, be drawn on or issued by a United States Bank or trust company which is a member of the Federal Reserve System, and shall be unendorsed. The Deposit shall be made payable to the direct order of "Maria C. Bielesz as Escrow Agent." The balance of the Purchase Price shall be by certified or bank check and shall be made payable to the direct order of "63 Jackson St., LLC" (or such other party as Sponsor directs to Purchaser, in writing at least 3 days prior to the date of Closing of Title). If any check is returned for insufficient funds or any other reason, such return shall be deemed to be a default by Purchaser under this Agreement and shall entitle Sponsor to exercise any of the remedies set forth in Article 14 hereof. Notwithstanding the foregoing, if the check representing the Deposit is returned for insufficient funds or any other reason, such return shall be deemed to be a non-curable default by Purchaser and this Agreement shall automatically be deemed cancelled. Upon the cancellation of this Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan, and Unit may be sold to another as though this Agreement had never been made, and without any obligation to account to Purchaser for any of the proceeds of such sale.

5. DEPOSIT TO BE HELD IN TRUST

Deposit made pursuant to this Agreement is subject to the requirements of Sections 352-e(2)(b) and 352-h of the New York General Business Law and the Attorney General's regulations

promulgated pursuant thereto. All monies received from Purchaser towards the downpayment shall be delivered to Maria C. Bielesz as escrow agent ("Escrow Agent") and shall be held in accordance with the Section of the Plan entitled "Escrow and Trust Fund Requirements." By signing this Agreement, Purchaser will not object and will be deemed to have agreed, without the need for a further written agreement, to the release of the Deposit to Sponsor in the event Sponsor and Purchaser close title under this Agreement. If Purchaser shall default in his obligations under this Agreement, then the Deposit shall be released to Sponsor as liquidated damages, and thereafter, neither party shall have any further rights or obligations against or to each other. In the event Sponsor cannot convey title to the Unit to Purchaser by reason other than Purchaser's default, the Deposit shall be returned to Purchaser within 30 business days of Sponsor's notification to Purchaser that it cannot convey title.

6. CLOSING DATE AND PLACE

6.1 The Closing of Title shall be held at the office of Maria C. Bielesz. Esq., 500 Fifth Avenue, Suite 1610, New York, NY 10110 (or such other place in the City and State of New York as Sponsor may designate to Purchaser) on such date and hour as Sponsor may designate to Purchaser on not less than 30 days' prior written notice. If Sponsor consents to close at any other location as an accommodation to Purchaser, Purchaser shall pay to Sponsor's attorneys at closing an extra fee as set forth herein. Sponsor may, from time to time, adjourn the date and hour for closing on not less than 5 business days notice to Purchaser, which notice shall fix a new date, hour and place for the Closing of Title.

6.2 The term "Closing Date," "Closing," "Closing of Title" or words of similar import, whenever used herein, shall mean the date designated by Sponsor on which the deed to the Unit is delivered to Purchaser, or any adjourned date fixed by Sponsor pursuant to subsection 6.1 hereof.

7. DELIVERY OF THE DEED AND UNIT POWER OF ATTORNEY

7.1 At the Closing of Title, Sponsor shall deliver to Purchaser a bargain and sale deed with covenant against grantor's acts conveying fee simple title to the Unit to Purchaser, subject only to the liens, encumbrances, and title conditions set forth on Schedule A annexed hereto and made a part hereof. 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 form for recording. Purchaser shall pay all New York State and New York City real property transfer taxes, and Sponsor and Purchaser shall duly execute a New York City Real Property Transfer Tax Return (RPT), New York State Real Property Transfer Tax Return (Form TP-584) and any other forms then required by Law, all of which shall be prepared by Sponsor. The New York City Department of Finance has taken the position that where the Purchaser of property assumes the obligation for the State Transfer Tax and the RPT Tax, the amount of the tax which would otherwise be payable if the seller were to pay such taxes will be treated as additional consideration for the transaction subject to tax.

7.2 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 substantially in the form set forth in Part II of the Plan.

7.3 At the Closing of Title, Purchaser shall execute whatever other documents are reasonably necessary or customary in connection with the conveyance of a Condominium Unit, including but not limited to the title affidavits, real property transfer tax forms, etc.

7.4 The executed 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 City Register's Office, which recording shall be at Purchaser's expense. After being recorded, (i) the deed shall be returned to Purchaser and (ii) the power of attorney shall be sent to the Condominium Board.

7.5 Purchaser's payment of the balance of the Purchase Price and acceptance of a deed to the Unit shall constitute Purchaser's recognition that Sponsor has satisfactorily performed those obligations stated in the Plan and this Agreement to be performed by Sponsor prior to closing. However, nothing herein contained shall excuse Sponsor from performing those obligations (if any) expressly stated herein or in the Plan to be performed subsequent to the closing, and nothing herein shall be in derogation of the rights of Purchasers under Article 23-A of the General Business Law, the Plan, and Part 20 of the Regulations issued by the Department of Law.

8. STATUS OF TITLE

8.1 At the Closing of Title, Sponsor shall convey to Purchaser good and insurable title in fee simple to the Unit, free and clear of all liens and encumbrances other than those expressly agreed to by Purchaser or set forth in Schedule A annexed hereto and made a part hereof. Any lien and encumbrance or condition 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 at or prior to the Closing of Title to the proper party or to Purchaser's title insurance company, together with the attendant recording or filing fee, if any, or (b) First American Title Insurance Company ("First American ") (or such other title insurance company as Purchaser may utilize) is or would be willing, in a fee policy issued by it to the Purchaser, to insure Purchaser that it will not be collected out of the Unit if it is not a lien.

8.2 Sponsor shall be entitled to adjourn the closing to remove or correct any defect in title which is not set forth in Schedule A. However, if such defect existed at least 10 days prior to the closing and Purchaser, or Purchaser's attorney, failed to send Sponsor's attorney written notice of such defect in title at least 10 days prior to the Closing of Title, then, for purposes of Article 14 below, Purchaser shall be deemed at fault for not having sent timely notice, and the closing adjournment to allow Sponsor to correct or remove such title defect shall be considered as being at the request of Purchaser.

8.3 If, subsequent to the Closing of Title, Purchaser claims that Sponsor did not convey good and insurable title in fee simple to the Unit in accordance with the Plan, Purchaser must first seek recovery against Purchaser's title insurance company before proceeding against Sponsor. Sponsor and Purchaser agree that Sponsor's liability will be limited to any loss or damage not covered by Purchaser's title insurance. If Purchaser did not obtain title insurance at the closing, for purposes of this subparagraph, the amount and coverage which Purchaser could have obtained from First American shall

be deducted from the loss or damage collectable against Sponsor. Nothing contained in this subparagraph shall be construed to waive any of Purchaser's rights or abrogate any of Sponsor's obligations under the Plan or Article 23-A of the General Business Law.

9. CLOSING ADJUSTMENTS

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

(a) real estate taxes and assessments, if any (including water charges and sewer rents, if separately assessed), on the basis of the period for which assessed;

(b) Common Charges and assessments for the month in which title closes; and

(c) if Purchaser is allowed to occupy the Unit prior to Closing, accrued rent and any other charges pursuant to an interim lease or use and occupancy agreement, if any, covering the Unit.

9.2 If a Unit has been separately assessed but the Closing of Title occurs before the tax rate is fixed, adjustments of taxes shall be based upon the latest tax rate applied to the most recent applicable assessed valuation. Installments for tax assessments due after the delivery of the deed, if any, shall be paid by Purchaser and shall not be considered a defect in title. If a Unit has not been separately assessed as of the Closing Date for the then current tax period, the adjustment under subsection 9.1(a) hereof shall be based upon the assessment of the Property and the percentage interest in the Common Elements appurtenant to the Unit.

9.3 Purchaser hereby agrees that, if Sponsor obtains a refund for real estate taxes paid (or a credit for such taxes to be paid) on Purchaser's Unit, Purchaser and Sponsor will apportion the refund (as well as the costs and/or fees for obtaining the refund or credit) based on the percentage of time for which the refund or credit is obtained during which each party hereto owned the Unit in question. The provisions of this subsection shall survive the Closing of Title.

9.4 Provided Sponsor is ready, willing and able to close title in accordance with this Agreement, if Purchaser fails for any reason to close title to his Unit on the originally scheduled Closing Date, (a) the closing apportionments described in Section 9.1 of this Agreement will be made as of midnight of the day preceding the originally scheduled Closing Date, regardless of when the actual Closing of Title occurs, and (b) Purchaser will be required to pay to Sponsor, as reimbursement of Sponsor's higher carrying costs for the Unit by virtue of the delay, and in addition to the other payments to be made to Sponsor under this Agreement and the Plan, interest, at the rate of 12% per annum, on the unpaid balance of the Purchase Price for each day starting from (and including) the originally scheduled Closing Date, to (and including) the day before the actual Closing Date. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to his Unit on the rescheduled Closing Date.

9.5 Adjustments and apportionments shall be calculated on the basis of the actual number of days in the period for which payments were made or are due, as the case may be. The "Customs in Respect of Title Closings" recommended by The Real Estate Board of New York, Inc., as amended to date, shall apply to the adjustments and other matters therein mentioned except as otherwise provided herein in the Plan.

9.6 Any errors or omissions in calculating apportionments at closing shall be corrected, and any payment shall be made to the proper party promptly after discovery. This provision shall survive the Closing of Title.

10. MORTGAGE TAX CREDIT

In the event a mortgage recording tax credit becomes available pursuant to Section 339-ee(2) of the New York Condominium Act, it is specifically understood that such credit shall inure to the benefit of Sponsor. Accordingly, at closing, a Purchaser who elects mortgage financing will be responsible to pay the full amount (but not in excess thereof) of the mortgage recording tax chargeable on the entire amount being financed. At the Closing of Title, Sponsor will be reimbursed by Purchaser to the extent of any mortgage tax credit allowed.

11. CLOSING COSTS

In addition to those costs and adjustments described in Articles 9 and 10 herein, Purchaser shall be required to pay the other closing costs which are Purchaser's responsibility as more particularly described in the Section of the Plan entitled "Closing Costs and Adjustments." All such Closing Costs shall be paid by Purchaser, at closing, by Purchaser's unendorsed personal certified check or by official bank check, in either event drawn upon a bank that is a member of the New York Clearing House Association.

The Purchaser shall be responsible for the following fees, in accordance with the following schedule, all of which fees will be cumulative to the extent applicable to any individual closing:

(1) $1,100.00 payable to Sponsor's attorney for the preparation of closing documents, calculation of adjustments, attendance at Closing at the offices of Maria C. Bielesz, Esq., or such other place as Sponsor may designate, and supervision of execution of closing documents;

(2) If Purchaser requires that the Closing occur other than at the office of Maria C. Bielesz, Esq., or such other place as Sponsor may designate, and Sponsor consents to such change, an additional attendance fee shall be paid to Sponsor's attorney in the amount of $250 for each Closing held within Manhattan or Brooklyn and $400 for each Closing held in any borough outside Manhattan, payable to Sponsor's attorney; and/or

(3) If, through no fault of Sponsor, Purchaser fails to close on the date scheduled for

Closing, then Purchaser shall pay to Sponsor's attorney, an additional fee of $300 for each rescheduled Closing to help defray the cost of preparing and coordinating the Closing and recalculating the Closing apportionments;

(4) Purchaser shall pay an amount equal to two (2) months common charges toward working capital;

(5) Purchaser shall pay $1,500.00 for tax abatement acquisition fees;

(6) Purchaser shall pay $250.00 for the installation of water meter.

12. TRANSFER TAX RETURNS

At the closing, Purchaser and Sponsor shall duly complete and sign before a notary public the real property transfer tax return required to be filed with the City of New York ("RPT Form") and the Combined Real Estate Transfer Tax Return and Credit Line Mortgage Certificate ("Combined Tax Form") required to be filed with the Department of Taxation and Finance of the State of New York (the "Tax Department"), or such other forms as may then be required by Law. The RPT and Combined Tax Form shall be delivered at the Closing of Title to the representative of Purchaser's title insurance company (or, if none, to Sponsor's attorney) for filing with the proper governmental officer.

13. AGREEMENT SUBJECT TO MORTGAGE

No lien or encumbrance shall arise against the Property or the Unit as a result of this Agreement or any monies deposited hereunder, except as hereinafter set forth. In furtherance and not in limitation of the provisions of the preceding sentence, Purchaser agrees that the provisions of this Agreement are and shall be subject and subordinate to the lien of any mortgage heretofore made, including, but not limited to, any construction or building loan mortgage, and any advances heretofore or hereafter made thereon and any payments or expenses made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the full extent thereof, without the execution of any further legal documents by Purchaser. This subordination shall apply in all cases, regardless of the timing of, or cause for, the making of advances of money or the incurring of expenses. 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. 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 Purchaser's other obligations hereunder or be the bases of any claim against, or liability of Sponsor, provided that any such mortgage(s) is subordinated to the Declaration.

14. DEFAULT BY PURCHASER

14.1 The following shall constitute "Events of Default" hereunder:

(i) Purchaser's failure to pay the balance of the Purchase Price set forth in Article 4.1(b) hereof, or any closing apportionment or closing cost required to be paid by Purchaser in Article 9, 10 or 11 hereof on the Closing Date designated by Sponsor pursuant to Article 6 hereof or the dishonor of any check given by Purchaser to Sponsor; or

(ii) the failure to pay, perform or observe any of Purchaser's other obligations hereunder; or

(iii) if Purchaser is permitted to become the tenant or other occupant of the Unit, Purchaser's failure to pay rent or to perform some other lease or occupancy obligation within the period after notice, if any, set forth in the lease or occupancy or other agreement; or

(iv) Purchaser's assignment of any of Purchaser's property for the benefit of creditors, or Purchaser's filing a voluntary petition in bankruptcy; or

(v) if a non-bankruptcy trustee or receiver is appointed over Purchaser or Purchaser's property, or an involuntary petition in bankruptcy is filed against Purchaser; or

(vi) if a judgment or tax lien is filed against Purchaser and Purchaser does not pay or bond the judgment or lien.

14.2 **TIME IS OF THE ESSENCE** with respect to Purchaser's obligations to pay the balance of the Purchase Price and to pay, perform, or observe Purchaser's other obligations under this Agreement. Upon the occurrence of an Event of Default, Sponsor, in its sole discretion, may elect by notice to Purchaser to (i) cancel this Agreement or (ii) seek specific performance. If Sponsor elects to cancel, Purchaser shall have 30 days from the giving of the notice of cancellation to cure the specified default. If the default is not cured within such 30 days, then this Agreement shall be deemed cancelled, and Sponsor shall have the right to retain, as and for liquidated damages, the entire Deposit and any interest earned in the downpayment. Upon the cancellation of this Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations hereunder and under the Plan, and the Unit may be sold to another as though this Agreement had never been made, and without any obligation to account to Purchaser for any of the proceeds of such sale. If Sponsor elects to seek specific performance, then Purchaser shall have 30 days from the giving of notice of Sponsor's election to close on his or her Unit in accordance with this Agreement, without prejudice to Sponsor's right to recover from Purchaser all damages, losses, costs, expenses and all other lawful sums to which Sponsor is entitled (including, but not limited to, reasonable legal fees and costs of collection).

15. AGREEMENT SUBJECT TO PLAN BEING EFFECTIVE

The performance by Sponsor of its obligations under this Agreement is contingent upon the Plan having been declared effective in accordance with the terms and provisions of the Plan (as the

same may be amended from time to time). The Plan may be withdrawn or abandoned by Sponsor only under certain conditions and at certain times, as set forth in the Plan. If the Plan is abandoned or if, after being declared effective, the Plan is not consummated for any reason and Purchaser is not in default under this Agreement beyond any applicable grace period, this Agreement shall be deemed cancelled, and the downpayment, together with interest earned thereon, shall be returned to Purchaser. Upon such return, 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 liability under this Agreement and the Plan.

16. SPONSOR'S INABILITY TO CONVEY THE UNIT

If Sponsor is unable to deliver title to the Unit to Purchaser in accordance with the provisions of this Agreement and the Plan by reason of a defect in title, substantial damage or destruction of the building by fire or other casualty, or the taking of any material portion of the property by condemnation or eminent domain, Sponsor shall not be obligated to bring any action or proceeding or otherwise incur any cost or expanse of any nature whatsoever in excess of its obligations set forth in the Plan in order to cure such inability. If Sponsor is not so obligated under the Plan and notifies Purchaser of its election or inability to cure such title defect, and if Purchaser is not in default hereunder, Purchaser's sole remedy shall be to either (a) take title to the Unit subject to such title defect (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. Sponsor shall, within 30 days after receipt of notice of termination from Purchaser, return to Purchaser all sums deposited by Purchaser hereunder, together with interest earned thereon, if any. Upon making such payment, this Agreement shall be terminated and neither party hereto shall have any further rights, obligations or liability to or against the other under this Agreement or the Plan. The foregoing remedy must be exercised by notice of Purchaser in writing to Sponsor within 15 days after the giving of Sponsor's notice of election not to cure such inability, failing which it shall be conclusively deemed that Purchaser elected the remedy described in clause (a) above (i.e., to acquire title subject to such inability).

17. FIXTURES, APPLIANCES AND PERSONAL PROPERTY

Only those fixtures, appliances and items of personal property which are described in the Plan as being included in the Unit are included in this sale. No portion of the Purchase Price shall be attributable to such items.

18. CONSTRUCTION

18.1 The construction of the Building and the Unit, including the materials, equipment and fixtures to be installed therein, shall be substantially in accordance with the Plan and the Plans and Specifications (as defined in the Plan) subject to the right of Sponsor to amend the Plan and the Plans and Specification in order to substitute materials, equipment or fixtures of equal or better quality provided that the approval of any governmental authorities having jurisdiction is first obtained (if required). The issuance of a final Certificate of Occupancy for the Building shall be deemed presumptive evidence that the Building and the Unit have been fully completed in accordance with the

Plan and the Plans and Specifications. However, nothing herein contained shall excuse Sponsor from its obligation to correct any defects in construction in accordance with the conditions set forth in the Section of the Plan entitled "Rights and Obligations of Sponsor."

18.2 The construction of the Building and the Unit and the correction of any defects in construction to the extent required under the Plan are the sole responsibility of Sponsor. Purchaser acknowledges and agrees that Sponsor will not be liable for, and will have no obligation to correct, certain variations from the Plan and Plans and Specifications as indicated in the Section of the Plan entitled "Rights and Obligations of Sponsor" and will only be responsible to correct any construction defects to the extent, and on the terms and conditions, set forth in such Section.

18.3 The Closing of Title shall occur only after, or concurrently with, compliance with the prerequisites set forth under "Closing of Title to Units" in Part I of the Plan. As a result, if all other prerequisites not involving the construction of the Unit are met, Purchaser shall be obligated to close and complete payment of the full Purchase Price (without provision for escrow) once a temporary or permanent Certificate of Occupancy is issued for the Unit (notwithstanding any construction items noted on Purchaser's Inspection Statement (as hereinafter defined) remaining for Sponsor to complete and/or correct in accordance with its obligation under the Plan, and notwithstanding the incomplete construction and/or decoration of any other portions of the Building not affecting the Unit).

18.4 The actual date for the First Closing is not guaranteed or warranted, and may be earlier or later depending on the progress of construction and compliance with the other prerequisites recited in the Section of Plan entitled "Closing of Title to Units." Purchaser acknowledges that construction may be delayed by late delivery of material or equipment, labor difficulties, unavailability of building trades, casualty, inclement weather and other events beyond Sponsor's reasonable control. Purchaser further acknowledges that the Units in the Building will be completed at varying times over a period that could extend well beyond the First Closing. The order in which these units will be completed is in the discretion of Sponsor. Purchaser acknowledges that except as otherwise provided in the Plan, Purchaser shall not be excused from paying the full Purchase Price, without credit or set-off, and shall have no claim against Sponsor for damages or losses, in the event that the First Closing occurs substantially later than the projected date or the time to complete or to close title to the Unit is delayed or is postponed by Sponsor.

19. INSPECTION OF THE UNIT

Prior to the Closing Date, Purchaser shall be notified that the Unit is ready for inspection. Upon receipt of such notice, Purchaser shall arrange an appointment with a representative of Sponsor to inspect the Unit within the 3 day period prior to the Closing Date. Purchaser or his or her duly authorized agent shall attend such inspection and shall complete, date and sign the Inspection Statement (in the form set forth as Schedule B to this Agreement) and deliver same to Sponsor's representative at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within the 3 day period prior to the Closing Date or to so sign and deliver the completed Inspection Statement shall not excuse Purchaser from paying the balance of the Purchase Price when due and shall relieve Sponsor of its obligations as set forth in the Section of the Plan entitled "Rights

and Obligations of Sponsor."

Any work set forth on the Inspection Statement may be completed by Sponsor in a reasonable period of time following the Closing and shall not be grounds for delaying the Closing. Purchaser will be required to provide Sponsor with reasonable access to the Unit subsequent to the Closing in order to complete punchlist work. Sponsor has no obligation under the Plan to deposit any monies in escrow at Closing as a result of any punchlist items.

20. DAMAGE TO THE UNIT

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

20.1 The risk of loss to the Unit by fire or other casualty until the earlier of Closing of Title or possession of the Unit by Purchaser is assumed by Sponsor, provided that Sponsor shall have no obligation or liability to repair or restore the Unit. If Sponsor elects to repair or restore the Unit (which election shall be made within 60 days of the damage to the Unit), this Agreement shall continue in full force and effect. Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Condominium Board and other Unit Owner if the Declaration has theretofore been recorded, belong entirely to Sponsor and, if such proceeds are paid to Purchaser, Purchaser shall promptly upon receipt thereof turn them over to Sponsor. The provisions of the preceding sentence shall survive the Closing of Title.

20.2 In the event Sponsor notifies Purchaser that it does not elect to repair or restore the Unit (which election shall be made within 60 days of the damage to the Unit), or, if the Declaration has been recorded prior thereto, the Unit Owners do not resolve to make such repairs or restoration pursuant to the By-laws, this Agreement shall be deemed cancelled and of no further force and effect, and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder, together with interest earned thereon, if any, and neither party hereto shall have any further rights, obligations or liability to or against the other hereunder or under the Plan, except that if Purchaser is then in default hereunder (beyond any applicable grace period), Sponsor shall retain all such sums deposited by Purchaser hereunder, together with any interest earned thereon, as and for liquidated damages.

21. NO REPRESENTATIONS

Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the right to any income tax deduction for any real estate taxes or mortgage interest

paid by Purchaser, the right to any income tax credit with respect to the purchase of the Unit, or any other data, except as herein or in the Plan specifically represented. Purchaser has relied solely on his own judgment and investigation in deciding to enter into this Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor except as herein or in the Plan specifically set forth. No oral representations or statements shall be considered a part of this Agreement. Sponsor makes no representation or warranty as to the work, materials, appliances, equipment or fixtures in the Unit, the Common Elements or any other part of the Property other than as set forth herein or in the Plan. Except as otherwise set forth in the Plan, Purchaser agrees (a) to purchase the Unit, without offset of any claim against, or liability of, Sponsor, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements as shown on the Floor Plans is accurate or correct, and (b) that Purchaser shall not be relieved of any Purchaser's obligations hereunder by reason of any immaterial or insubstantial inaccuracy or error. The provisions of this Article 21 shall survive the Closing of Title.

22. PROHIBITION AGAINST ADVERTISING

Prior to the Closing of Title, Purchaser agrees not to list the Unit for resale or rental with any broker or to advertise or otherwise offer, promote or publicize the Unit for sale or lease, without Sponsor's prior written consent. Any listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser prior to Closing of Title shall be a default by Purchaser, entitling Sponsor to the remedies set forth in Article 14 hereof.

23. BROKER

Purchaser represents to Sponsor that Purchaser has not dealt with any broker in connection with this transaction other than the Selling Agent whose commissions shall be paid by Sponsor. Purchaser shall pay the commission of any broker with whom Purchaser may have dealt, other than the Selling Agent. Purchaser agrees that, should any claim be made against Sponsor for commissions by any broker, other than the Selling Agent, in account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith, including reasonable legal fees. The provisions of this Article shall survive the Closing of Title.

24. AGREEMENT MAY NOT BE ASSIGNED

24.1 Purchaser does not have the right to assign this Agreement without the prior written consent of Sponsor, which consent shall be at the sole discretion of Sponsor. Any purported assignment by Purchaser in violation of this Agreement will be voidable at the option of Sponsor. Sponsor's refusal to consent to an assignment will not entitle Purchaser to cancel this Agreement or give rise to any claim for damages against Sponsor. Under no circumstances will Sponsor consent to an assignment of the Purchase Agreement in which the Purchaser will receive consideration. If Sponsor, in its sole discretion, consents to a Purchaser's request for an assignment of this Agreement, or for the addition, deletion or substitution of names on this Agreement, then Purchaser shall be required to pay Sponsor's attorneys a fee of $750, in advance, for preparation of an assignment agreement. Any purported assignment by

Purchaser in violation of this agreement shall be a default by Purchaser, entitling Sponsor to the remedies set forth in Article 14 hereof, and shall be voidable at the option of Sponsor.

24.2 Notwithstanding anything to the contrary contained in sub-paragraph 24.1, Purchaser shall have a one time right to assign Purchaser's rights under this Agreement, in whole, but not in part, to an entity "controlled" (as such term is defined below) by Purchaser, (the entity to which the rights are assignable may be a trust, limited liability company or a corporation) or to member(s) of Purchaser's immediate family, provided that (i) Purchaser designates such assignee at least 5 business days prior to the Closing Date; (ii) Purchaser delivers to Sponsor's counsel a fee in the amount of $750 for its services required in connection with the preparation of the assignment and assumption agreement; (iii) the Closing will not be delayed as a result of such assignment; (iv) the assignee of this Agreement assumes in writing, by an instrument prepared by Sponsor's counsel, the obligations of Purchaser under this Agreement, and (v) the assignment is made without consideration. As used in this subparagraph, the term "control" shall mean the control, either directly or indirectly, of at least 51% percent of the voting shares or equity interests of such assignee, together with the authority to direct and manage the affairs of such assignee, which shall include Purchaser, being the managing general partner of such partnership or the principal manager or managing member of such limited liability company. Any obligations of Purchaser may be performed by such assignee, and Sponsor agrees to accept such performance as if it were the performance of the Purchaser. No such assignment shall modify the named Purchaser's obligations hereunder including without limitation named Purchaser's indemnity obligations contained in this Agreement, nor reduce or limit any liability or obligation of the Purchaser who shall remain primarily liable notwithstanding any liability assumed by assignee. Unless Purchaser complies with the provisions of this subparagraph, any purported assignment by Purchaser shall be null and void and of no effect as against Sponsor.

25. BINDING EFFECT

The submission of this Agreement to Purchaser does not create a binding obligation on the part of Sponsor. This Agreement shall not be binding on Sponsor until a fully executed counterpart hereof has been delivered to Purchaser. If this Agreement is not accepted within 30 days from the date hereof by the delivery to Purchaser of a fully executed counterpart, this Agreement shall be deemed to have been rejected and cancelled and the deposit paid on the execution hereof shall be promptly returned to Purchaser. Upon such refund being made, neither party shall have any further rights, obligations of liability to or against the other hereunder or under the Plan. Prior to Sponsor's countersigning and returning this Purchase Agreement to Purchaser, and at any time thereafter, Purchaser agrees upon request to provide Sponsor with written information about Purchaser's employment and financial and rental/ownership history. Such information obtained prior to countersignature may be used to determine Purchaser's qualification to purchase and own the Unit, but does not constitute a reservation or binding obligation on either the applicant or Sponsor. Sponsor has the right, without incurring any liability, to reject this Agreement without cause or explanation to Purchaser. This Agreement may not be rejected due to Purchaser's sex, race, creed, color, national origin, ancestry, disability, marital status, or other ground proscribed by Law.

26. NOTICES

26.1 Any notice, election, demand, request, letter, consent or other communication hereunder or under the Plan shall be made in writing and either delivered in person or sent, postage prepaid, by registered or certified mail, return receipt requested, or by Federal Express or other reputable overnight courier, with receipt confirmed to the Attorney for Purchaser or, if no attorney exists for the Purchaser, to the Purchaser directly, at the address given at the beginning of this Agreement, and to Sponsor at the address given at the beginning of this Agreement and with a copy to the Attorney for Sponsor in the same manner as notice is given to Sponsor. Either party may hereafter designate to the other in writing a change in the address to which notices are to be sent. Except as otherwise expressly provided herein, a notice shall be deemed given when personal delivery or delivery by overnight courier is effected, or in the case of mailing, 3 days after the date of mailing, except that the date of actual receipt shall be deemed to be the date of the giving of any notice of change of address. Any notice either of the parties hereto receives from the other party's attorney shall be deemed to be notice from such party itself.

26.2 Sponsor hereby designates and empowers both the Selling Agent and Sponsor's counsel, Maria C. Bielesz, Esq., as Sponsor's agents to give any notice to Purchaser under this Agreement (including, without limitation, a notice of default) in Sponsor's name, which notice so given shall have the same force and effect as if given by Sponsor itself.

26.3 Purchaser hereby designates and empowers the Attorney for the Purchaser listed in Paragraph 2.4 above as Purchaser's agent to give or receive any notice to or from Sponsor under this Agreement (including, without limitation, a notice of default) in Purchaser's name, which notice so given shall have the same force and effect as if given by Purchaser itself.

27. JOINT PURCHASERS

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

28. LIABILITY OF SPONSOR

Sponsor shall be excused from performing any obligation or undertaking provided for in this Agreement for so long as such performance is prevented, delayed or hindered by an act of God, fire, flood, explosion, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, or any other cause (whether similar or dissimilar to the foregoing) not within the reasonable control of Sponsor. Sponsor's time to perform such obligations or undertaking shall be tolled for the length of the period during which such performance was excused.

29. FURTHER ASSURANCES

Either party shall execute, acknowledge and deliver to the other party such instruments, and take such other actions, in addition to the instruments and actions specifically provided for herein, as

such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

30. AGREEMENT NOT CONTINGENT UPON FINANCING

Purchaser may obtain financing from a lending institution or any other source, however the Purchaser's obligation to purchase a Unit pursuant to the Purchase Agreement shall not be contingent on Purchaser obtaining financing for such purchase. Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on loans. Such restrictions include requiring that a certain percentage (such as 50% or more) of the units in a building be sold or owner-occupied before the lender will consider making a loan. Thus it may be possible for a Purchaser to experience difficulty obtaining a loan in a building where the percentage of units purchased and owner -occupied is lower than a lender's particular sales minimum. Even once a building has been submitted to a Condominium regime, lenders may still impose minimum sales and occupancy requirements before granting a loan. It then may be difficult for a Purchaser to resell a Unit if prospective buyers are unable to obtain a loan due to such minimum sales requirements. (See Section of the Plan entitled "Rights and Obligations of the Unit Owners for further details.) If the Purchaser is unable to close as a result of failing to obtain a mortgage, Purchaser shall be considered to be in default, and Sponsor may, at his option, either (i) cancel such Purchase Agreement and retain, as liquidated damages, the entire Deposit (with interest earned thereon, if any), or (ii) bring an action against such Purchaser for specific performance, in which event Purchaser could be compelled to complete the transaction. If Purchaser obtains a mortgage commitment but, for whatever reason, does not close, Sponsor may, at his option, cancel such Purchase Agreement and retain, as liquidated damages, the entire Deposit (with interest earned thereon, if any).

31. COSTS OF ENFORCING AND DEFENDING AGREEMENT

Purchaser shall be obligated to reimburse Sponsor for any legal fees and disbursements incurred by Sponsor in defending Sponsor's rights under this Agreement or, in the event Purchaser defaults under this Agreement beyond any applicable grace period, in canceling this Agreement or otherwise enforcing Purchaser's obligations hereunder.

32. SEVERABILITY

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

33. STRICT COMPLIANCE

Any failure by either party to insist upon the strict performance by the other of any of the

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

34. GOVERNING LAW

The provisions of this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed wholly in the State of New York, without regard to principles of conflicts of Law.

35. WAIVER OF TRIAL BY JURY

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

36. ENTIRE AGREEMENT

This Agreement, together with the Plan, supersedes any and all understandings and agreements between the parties and constitutes the entire agreement between them with respect to the subject matter hereof.

37. CERTAIN REFERENCES

A reference in this Agreement to any one gender, masculine, feminine or neuter, includes the other two, and the singular includes the plural, and vice versa, unless the context otherwise requires. The terms "herein," "hereof" or "hereunder" or similar terms used in this Agreement refer to this entire Agreement and not to the particular provision in which the term is used, unless the context otherwise requires. Unless otherwise stated, all references herein to Articles, Sections, subsections or other provisions are references to Articles, Sections, subsections or other provisions of this Agreement.

38. CAPTIONS

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

39. SUCCESSORS AND ASSIGNS

The provisions of this Agreement shall bind and enure to the benefit of Purchaser and his heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Sponsor and its successors and assigns.

40. CONFIDENTIALITY

Sponsor and Purchaser hereby acknowledge and agree to keep all of the terms and conditions of this Agreement confidential. Sponsor and Purchaser agree that any information which is required to be disclosed to the parties respective lawyers, architects/engineers, accountants, individuals who "need to know" or governmental agencies shall not be deemed to be a breach by Sponsor or Purchaser of the parties' undertaking of confidentiality contained in this Agreement. Any failure by Purchaser to keep the terms and conditions of this Agreement confidential shall be a default by Purchaser, entitling Sponsor to the remedies set forth in Paragraph 14 of this Agreement.

41. NO ORAL CHANGES

This Agreement cannot be changed or terminated orally. Any changes or additional provisions must be set forth in a rider attached hereto or in a separate written agreement signed by the parties hereto or by an amendment to the Plan.

42. PERFORMANCE

Where this Agreement by its terms requires the payment of money or the performance of a condition on a Saturday, Sunday or public holiday, such payment may be made or condition performed on the next business day succeeding such Saturday, Sunday or such public holiday, with the same force and effects as if made or performed in accordance with the terms of this Agreement.

43. PURCHASER'S REPRESENTATIONS

43.1 Purchaser represents that Purchaser has the full right and authority to execute this Agreement and perform Purchaser's obligations hereunder. If Purchaser is not a natural person, Purchaser agrees to deliver at Closing, such documents evidencing Purchaser's authority as may be required by Purchaser's title company. Purchaser further represents that the Deposit represents Purchaser's own funds and that no other party (other than the Purchaser or Sponsor, as provided herein) has any right or claim to all or any portion of the Deposit.

43.2 Purchaser further represents and warrants that Purchaser is not now nor shall it be at any time prior to or at the closing of title, an individual, corporation, partnership, joint venture, trust, trustee, estate, limited liability company, unincorporated organization, real estate investment trust, or any other form of entity (collectively, a "Person") with whom a United States citizen, entity organized under the laws of the United States or its territories or entity having its principal place of business within the United States or any of its territories (collectively, a "U.S. Person"), is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the Office of Foreign Assets Control, Department of the Treasury ("OFAC") (including those executive orders and lists published by OFAC with respect to Persons that have been designated by executive order or by the sanction regulations of OFAC as Persons with whom U.S. Persons may not transact business or must limit their interactions to types approved by OFAC or otherwise. Neither Purchaser nor any Person who owns interest in

Purchaser is now nor shall be at any time prior to or at the closing of title a Person with whom a U.S. Person, including a "financial institution" as defined in 31 U.S.C. 5312 (a)(z), as periodically amended, is prohibited from transacting business of the type contemplated by this Agreement, whether such prohibition arises under United States law, regulation, executive orders and lists published by the OFAC or otherwise.

43.3 Purchaser further represents and warrants that Purchaser has taken, and shall continue to take until the closing of title, such measures as are required by law to assure that the source of the Purchase Price is derived (i) from transactions that do not violate United States law nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction in which they originated; and (ii) from permissible sources under United States law and to the extent such funds originate outside the United States, under the laws of the jurisdiction in which they originated. Purchaser is, and will at closing be, in compliance with any and all applicable provisions of the USA PATRIOT Act of 2001, Pub. L. No. 107-56, the Bank Secrecy Act, 31 U.S.C. Section 5311 et seq., the Trading with the Enemy Act, 50 U.S.C. App. Section 1 et seq., the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et seq., and the sanction regulations promulgated pursuant thereto by the OFAC, as well as laws relating to prevention and detection of money laundering in 18 U.S.C. Sections 1956 and 1957.

43.4 The provisions of this Paragraph 43 shall survive the closing of title to the Unit or termination of this Agreement.

(Signature page follows)

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

PURCHASER(S):

_____
(signature)

_____
(signature)

SPONSOR:
63 JACKSON ST., LLC

By:_____
Name:
Title:

SCHEDULE A

PERMITTED ENCUMBRANCES

1. Building restrictions and zoning and other regulations, resolutions and ordinances and any amendments thereto now or hereafter adopted.

2. Any state of facts which an accurate survey or personal inspection of the Property would show, provided such state of facts would not prevent the use of the Unit for dwelling purposes.

3. The terms, burdens, covenants, restrictions, conditions, easements and Rules and Regulations, all as set forth in the Declaration, the By-laws (and the Rules and Regulations made thereunder), the Power of Attorney from the Purchasers to the Condominium Board, and Floor Plans as all of the same may be amended from time to time.

4. Consents by Sponsor or any former owner of the Land for the erection of any structure or structures on, under or above any street or streets which the Property may abut.

5. Any easement or right of use in favor of any utility company for construction, use, maintenance or repair of utility lines, wires, terminal boxes, mains, pipes, cables, conduits, poles and other equipment and Facilities on, under and across the Property.

6. Revocability of licenses for vault space, if any, under the sidewalks and streets.

7. Any easement or right of use required by Sponsor or its designee to obtain a permanent or amended Certificate of Occupancy for the Building or any part of same.

8. Encroachments of stoops, areas, cellar steps or doors, trim, copings, retaining walls, bay windows, balconies, sidewalk, fences, 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.

9. Leases and service, maintenance, employment, concessionaire and license agreements, if any, of other Units or portions of the Common Elements.

10. The lien of any unpaid Common Charge, real estate tax, water charge or sewer rent, or vault charge, provided the same are adjusted at the Closing of Title.

11. The lien of any unpaid assessment payable in installments (other than assessments levied by the Condominium Board), except that Sponsor shall pay all such assessments due prior to the Closing Date (with the then current installment to be apportioned as of the Closing Date) and the Purchaser shall pay all assessments due from and after the Closing Date.

12. Any 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 Buildings, 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.

13. Any encumbrances as to which First American Title Insurance Company (or such other New York Board of Title Underwriters member title insurance company which insures the Purchaser's title to the Unit) would be willing, in a fee policy issued by it to the Purchaser, to insure the Purchaser that such encumbrance (a) will not be collected out of the Unit if it is a lien or (b) will not be enforced against the Unit if it is not a lien.

14. 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 dwelling purposes.

15. Any lease covering the Unit(s) made from Sponsor to the Purchaser.

16. Any violation against the Property (other than the Unit) which is the obligation of the Condominium Board or another Unit Owner to correct.

17. Standard printed exceptions contained in the form of fee title insurance policy then issued by the Title Company.

18. Any Certificate of Occupancy for the Building, so long as the same permits, or does not prohibit, use of the Unit for its stated purposes.

SCHEDULE B

INSPECTION STATEMENT

Date:_____, _____

63 JACKSON ST., LLC
60-43 Maspeth Avenue
Maspeth, N.Y. 11378

Re: BELVEDERE XXXII CONDOMINIUM

Gentlemen:

1. On the date hereof, the undersigned has inspected the Unit(s) set forth below which the undersigned is purchasing and has found the Unit(s) to be in good condition, except as otherwise noted below.

2. The undersigned acknowledges that to prevent pilferage, certain items such as medicine cabinet doors, shower heads, toilet seats, kitchen cabinets, vanity knobs and mechanical chimes will be installed just prior to the date the undersigned moves into the building. The undersigned agrees to sign-off each item requiring adjustment or repairs, if any, as they are completed.

Unit No.____

_____
Purchaser's Signature

_____
Purchaser's Signature

_____
Sponsor's Representative

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UNIT DEED

UNIT DEED

THIS INDENTURE, made the ____ day of _____, 200_, between 63 JACKSON ST., LLC, having an office at 60-43 Maspeth Avenue, Maspeth, N.Y. 11378 ("Grantor") and _____, having an address at _____("Grantee").

WITNESSETH:

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 onto the Grantee, the heirs or successors and assigns of the Grantee, forever:

The Condominium Unit ("Unit") known as Unit No.___ in the building designated by the street address 63 Jackson Street, Brooklyn, New York 11211 ("Building") in the Belvedere XXXII Condominium ("Condominium"), Borough of Brooklyn, County of Kings, City and State of New York, said Unit being designated and described by the above Unit No. in a certain declaration dated _____, _____, made by Grantor pursuant to Article 9-B of the Real Property Law of the State of New York, as amended (the "Condominium Act") establishing a plan for condominium ownership of the Building and the land ("Land") upon which the Building is situated (which Land is more particularly described in Exhibit A annexed hereto and by this reference made a part hereof), which declaration was recorded in the New York County Office of the Register of The City of New York ("Register Office") on _____, _____,as CRFN _____ ("Declaration"). The Unit is also designated as Tax Lot ____ in Block 2742 of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of The City of New York and on the Floor Plans of the Building, certified by_____on _____, _____, and filed with the Real Property Assessment Department of The City of New York on_____, _____, as Condominium Plan No._____, and also filed in the Register's Office in _____, _____, as Map No._____;

TOGETHER with an undivided____% interest in the Common Elements (as such term is defined in the Declaration);

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 of the Condominium (the "By-laws"), as the same may be amended from time to time, all of which 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, easements, restrictions, consents and other matters of record as pertain to the Unit, to the Land and/or to the Building (which Land and Building are collectively referred to as the "Property").

TO HAVE AND TO HOLD the same unto the Grantee and the heirs or successors and assigns of the Grantee forever.

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

Recreational areas on Cellar Level used in conjunction with the apartments directly above may not be used as bedrooms, and may not be rented. Any changes to the cellar layout must be approved by the New York City Department of Buildings.*

Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatever, except as set forth in the Declaration and the By-laws (and any Rules and Regulations adopted under the By-laws).

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.

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 Grantee has examined the Unit and is purchasing the same in its existing condition.

This conveyance is made in the regular course of business actually conducted by the Grantor.

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

The Grantor herein is the same entity as the Grantee who acquired title to the property by deed from [redacted] as surviving joint tenant of [redacted], [redacted] and [redacted] dated November 6, 2007 and recorded on February 27, 2008, under CRFN 2008000079680.

* This language will only be included in Deeds for Units designated Apt. #1A and Apt. #1B

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

GRANTOR **GRANTEE**

63 JACKSON ST., LLC _____

By:_____ _____
Name: _____
Title: Member

(ACKNOWLEDGMENT)

STATE OF NEW YORK, COUNTY OF NEW YORK ss.:

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

_____
Notary Public

SCHEDULE A

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

BEGINNING at a point on the northerly side of Jackson Street distant one hundred and fifty (150) feet easterly from the corner formed by the intersection of the northerly side of Jackson Street, with the easterly side of Lorimer Street;

RUNNING THENCE northerly and parallel with Lorimer Street one hundred (100) feet;

THENCE easterly and parallel with Jackson Street, twenty-five (25) feet;

THENCE southerly and again parallel with Lorimer Street, one hundred (100) feet to the northerly side of Jackson Street; and

THENCE westerly along the northerly side of Jackson Street, twenty-five (25) feet to the point or place of BEGINNING.

INTENTIONALLY LEFT BLANK

DECLARATION OF CONDOMINIUM

DECLARATION

Establishing a Plan for Condominium Ownership

of the Premises known as
and
having a street address of
63 Jackson Street
Brooklyn, New York 11211
Block 2742, F/K/A Lot 34, N/K/A Lots ____ - _____

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

Name:

BELVEDERE XXXII CONDOMINIUM

Sponsor:

63 JACKSON ST., LLC
60-43 Maspeth Avenue
Maspeth, N.Y. 11378

Date of Declaration:

_____, _____

Prepared by:
Maria C. Bielesz, Esq.
Attorney at Law
500 Fifth Avenue, Suite 1610
New York, NY 10110
(212) 944-5104

The land affected by the within instrument lies in Block 2742, F/K/A Lot 34, N/K/A Lots ____ - _____ on the Tax Map of the Borough of Brooklyn, County of Kings, City of New York

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DECLARATION
OF THE
BELVEDERE XXXII CONDOMINIUM

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

63 JACKSON ST., LLC, a limited liability company organized under the laws of the State of New York, having an office at 60-43 Maspeth Avenue, Maspeth, N.Y. 11378 ("Sponsor"), does hereby declare as follows:

ARTICLE 1
DEFINITIONS

All capitalized terms used in this Declaration that are not otherwise defined in the Articles hereof shall have the meanings set forth in Exhibit C annexed hereto, unless the context in which they are used shall otherwise require. All capitalized terms used in this Declaration that are defined in any of the Articles hereof shall have the meanings ascribed to them in such Articles, unless the context in which the same are used shall otherwise require. Each of the said capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

ARTICLE 2
SUBMISSION OF THE PROPERTY

Sponsor hereby submits the property to the provisions of the Condominium Act, and pursuant thereto, does hereby establish a regime for the Condominium ownership of the Property as more particularly set forth in the By-laws.

ARTICLE 3
NAME OF THE CONDOMINIUM

The Condominium shall be known as the BELVEDERE XXXII CONDOMINIUM.

ARTICLE 4
THE LAND

Included in the Property is the Land which is more particularly described in Exhibit A annexed hereto.

ARTICLE 5
THE PROPERTY AND THE BUILDING

5.1 Included in the Property is a building ("Building") containing eight (8) residential Units. On the Jackson Street side, the Building is a four (4) story structure above grade with a cellar and there is a fifth floor in the rear.

5.2 The floors of the Building are designated one through five not including the Cellar, Mezzanine and the roof. All floor references in this Declaration are in accordance with such designations. The Building's structural system consists of reinforced structural concrete foundations with concrete floors over metal decking. Steel beams, columns and steel decking will be fireproofed as per NYC Building Code. Formed openings in the floors where required by design. Shafts for the boiler flue and ventilation will be composed of metal studs and gypsum boards assemblies (2 hr fire rated.). The interior partitions will be of metal studs and gypsum boards on each side unless otherwise noted on plans. The exterior walls consist of 4" brick over 10" CMU and stucco over 8" or 10" CMU. Exterior walls will be insulated with 1½ rigid insulation with a vapor barrier on the warm side. The interior of the exterior walls will be of ⅝" gypsum drywall supported on the studs. R-value of the exterior wall will be minium R-11. The roof structure is insulated from the ceiling of the 4th Floor and 5th Floor Units and multi-purpose room/Attic with insulation value minimum R-25.

ARTICLE 6
THE UNITS

6.1 Exhibit B annexed hereto sets forth the following data with respect to each Unit necessary for proper identification thereof: Unit designation; tax lot number; approximate location in the Building; approximate square foot area; number of rooms; the Limited Common Elements to which such Unit has immediate access; and the Common Interest appurtenant to such Unit. The precise location of each Unit is shown on the Floor Plans.

6.2 Each Unit consists of the area measured horizontally from the exterior line of the exterior wall or of the glass (perimeter mechanical pipes are not deducted) to the center line of the partitions separating the Unit from the corridors, stairs, and other mechanical equipment spaces. Each Unit consists of the area measured vertically from the top of the rough floor to the underside of the rough ceiling. All Units' dimensions comply with plans submitted to Department of Buildings under Application #310070561, approved on April 26, 2008, and amended on March 13, 2009.

6.3 Each Unit includes, and each Unit Owner shall be responsible for, the front entrance door and any other entrance doors to such Unit, the interior walls, partitions, floors and floor coverings and plastered ceilings affixed, attached or appurtenant to such Unit, smoke detectors, windows, all plumbing, gas and heating fixtures and equipment such as refrigerators, dishwashers, heating, ventilating and air conditioning units (including the fans inside the units), heating equipment, ranges and other appliances, sinks, bathtubs, water closets and all other Facilities as may be affixed, attached or appurtenant to such Unit and serving such Unit exclusively. Plumbing, gas and heating fixtures and equipment as used in the preceding sentence shall include exposed gas and water pipes from branch or

fixture shut-off valves attached to fixtures, boilers, appliances and equipment to which they are attached, and any special pipes or equipment which a Unit Owner may install within a wall or ceiling, or under the floor, but shall not include gas, water or other pipes, conduits, wiring or ductwork within the walls, ceilings or floors. Each Unit shall also include all lighting and electrical fixtures and appliances within the Unit and any special equipment or fixtures affixed, attached or appurtenant to the Unit, to the extent located within a Unit from the panel and serving or benefitting only that Unit. Some Units have, and shall be responsible for regular maintenance of the Limited Common Elements appurtenant to such Unit, such as a balcony and/or roof deck, including but not limited to the surface of the balcony and/or roof deck.

6.4 Notwithstanding anything contained in this Article to the contrary, each Unit Owner will have the right, exercisable at any time, to install, at such Unit Owner's sole cost and expense, decorations, washer and dryer, fixtures and coverings (including, without limitation, painting, finishing, carpeting, pictures, mirrors, shelving and lighting fixtures) on the surfaces of the walls, ceiling and floors that face the interior of such Unit Owner's Unit and to a depth of one inch behind such surfaces for the purposes of installing nails, screws, bolts and the like, provided that no such installation shall impair the structural integrity, sound integrity and mechanical and electrical systems of such Unit or of the Building or violate Law.

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

ARTICLE 7
THE COMMON ELEMENTS

7.1 The Common Elements consist of the entire Property, including the Land and all parts of the Building and improvements thereon other than the Units. The Common Elements are comprised of the General Common Elements and the Limited Common Elements.

7.2 The General Common Elements consist of the Land and those rooms, areas, corridors, spaces and other parts of the Building (other than the Units), and all Facilities therein for the common use of the Units and the Unit Owners or which are necessary or convenient for the existence, management, operation, maintenance, or safety of the Property. Without intending to limit the generality of the foregoing in any respect, the General Common Elements include:

(i) the Land (including the landscaping) and any improvements thereon, together with all easements, rights and privileges appurtenant thereto;

(ii) all foundations, columns, beams, supports, girders, exterior walls, interior walls, partitions, floors, roofs and ceilings in, on, or under the Building, separating a Unit from a Common Element, and that portion of all such interior walls, partitions, floors and ceilings separating a Common Element and/or a Unit, from the midpoint of any such wall, partition, floor or ceiling to the boundary line of

such Common Element, to the extent that the same are not expressly included as part of a Unit pursuant to the terms of Article 6 hereof;

(iii) all concrete floor slabs and ceilings, stairways, all sidewalks, curbs, hallways, corridors, mechanical and electrical spaces, all fire staircases, and stairs, service entrances, vestibules and basements and cellars, yards, entrances to, and exits from, the Building and spaces devoted to the use of persons employed with the operation of the Property (including the mechanical areas), to the extent that the same are not expressly included as part of a Unit pursuant to terms of Article 6 hereof;

(iv) all central and appurtenant installations and Facilities for services such as power, light, telephone, intercom, gas, sewer, plumbing, drainage, hot and cold water distribution, heat used for the common areas, garbage disposal, master and cable television and other mechanical and electrical systems, which service the Common Elements, to the extent that the same are not expressly included as a part of a Unit pursuant to the terms of Article 6 hereof; and;

(v) all other parts of the Property, and all apparatus and installations now existing or hereafter constructed in the Building or on the Property, either existing for the common use of the Units or the Unit Owners or necessary for, or convenient to, the existence, maintenance, or safety of the Property;

(vi) stairways and their respective shafts and equipment rooms in the Cellar and the residential hallways;

(vii) lobby and mail boxes, all of which are located in the ground floor of the Building;

(viii) all masonry walls, partitions, floors and ceilings in, on or under the Building, separating one Unit from another Unit or a Common Element and that portion of all such masonry walls, partitions, floors and ceilings from the midpoint of any such wall, partition, floor or ceiling to the boundary line of such Common Element;

(ix) all central and appurtenant installations and Facilities for services such as power, light, telephone, intercom, gas, sewer, plumbing, hot and cold water distribution, heat for the common areas, garbage disposal, master & cable television and other mechanical and electrical systems which serve the Units only; and

(x) all interior portions of the Building, to the extent that the same are not expressly included as part of the Common Elements pursuant to the terms of this paragraph, or a Unit pursuant to the terms of Article 6 hereof.

7.3 The Limited Common Elements consist of all portions of the Land and Building (other than the Units) that are for the use of one or more specified Units to the exclusion of all other Units. Without intending to limit the generality of the foregoing in any respect, the Limited Common Elements include the terraces, patios, rear yard, and roof decks appurtenant to the Unit having exclusive access to said Unit.

7.4 The Common Elements shall remain undivided, and no Unit Owner or any other Person shall bring, or shall have the right to bring, any action for partition or division thereof, except as is expressly permitted pursuant to the terms of Article 15 hereof and Section 5.5 of the By-laws.

ARTICLE 8
DETERMINATION OF COMMON INTEREST

8.1 The undivided percentage interest of each Unit in the Common Elements is based upon the floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit, the approximate proportion that the floor space of the Unit bears to the aggregate floor area of all Units, in accordance with the provisions of Section 339-i(1)(iv) of the Condominium Act.

ARTICLE 9
USE OF UNITS

9.1 As more particularly set forth in, and subject to, the provisions of the By-laws, the Units shall be used for residential purposes only. Recreational areas on Cellar Level used in conjunction with the apartments directly above may not be used as bedrooms, and may not be rented. Any changes to the cellar layout must be approved by the New York City Department of Buildings. A Unit owned or leased by an individual, corporation, partnership, fiduciary or any other entity (including, but not limited to, the United States government and any instrumentality thereof and foreign governments and any embassy, consulate, or other instrumentality thereof, any foreign government or any embassy, consulate or other instrumentality thereof) may only be occupied (unless the Condominium Board otherwise consents) by said individual, or an individual officer, director, stockholder or employee of such corporation, or by an individual partner or employee of such partnership, or by said individual fiduciary (including directors, officers, stockholders or employees of corporate fiduciaries or partners or employees of partnership fiduciaries) or by an individual beneficiary of said fiduciary, or an individual principal or employee of such other entity, respectively, or by Family Members or guests of any of the foregoing (and nothing contained in this sentence shall be deemed to prohibit the exclusive occupancy of any Unit by such Family Member or guests); however, the foregoing restrictions shall not apply to Unsold Units. Upon the prior written consent of Sponsor (or, where there are no longer any Unsold Units, the Condominium Board), any Unit may be used for professional purposes, or for any other lawful purposes, subject, however, to (1) the terms and conditions of the then existing Certificate of Occupancy for the Building, (2) applicable Law, (3) the use of such Unit not adversely affecting use and enjoyment of neighboring or adjacent Units, and (4) the prior written permission of the Condominium Board, which permission shall in no event be granted unless the Condominium Board affirmatively finds

that the conditions in (1) through (3) above have been met. Units may only be leased in accordance with the By-laws and the Rules and Regulations.

9.2 Notwithstanding the foregoing or anything contained in the By-laws or the Rules and Regulations to the contrary, Sponsor may, without the permission of the Condominium Board, (1) grant permission for the use of any Unsold Unit as a professional office or for any other purpose, provided such use is permitted by Law, and does not violate the then existing Certificate of Occupancy for the Building or any other governmental regulations, (2) use any Unsold Unit as model Units and offices for the sale, lease, management, operation and promotion of the Unsold Units or for any other purpose, subject only to compliance with Law, and (3) lease an Unsold Unit to third parties.

ARTICLE 10
EASEMENTS FOR THE ENJOYMENT OF THE COMMON ELEMENTS

10.1 Subject to the terms of the By-laws and the Rules and Regulations, Sponsor, the Unit Owners, all other permitted tenants and occupants of the Building, the Selling Agent, the Managing Agent, the Condominium Board and all officers, partners, employees, agents, guests, invitees, customers and licensees of the foregoing shall have, in common with all of the others, an easement for ingress and egress through, as well as for the use and enjoyment of all of the General Common Elements, and the Common Elements shall be subject to such easement. Notwithstanding the foregoing, however, no Person shall use or enjoy the General Common Elements except in accordance with the reasonable purposes for which they are intended and without encroaching upon the rights of other Persons to do so.

10.2 Each Unit Owner whose Unit has one or more appurtenant Limited Common Elements shall have an exclusive easement for the use thereof. The Limited Common Elements appurtenant to such Units are indicated in Exhibit B.

10.3 Notwithstanding anything to the contrary contained in Section 10.1 or 10.2 hereof, Sponsor and its invitees, licensees, contractors, employees, agents and tenants shall have an easement in, over, under, through and upon the Common Elements to use the same, without being subject to any fee or charge, for all purposes and activities in connection with the sale or renting of Unsold Units, and shall have the right to use any one or more Unsold Units as sales, rental and/or management offices and/or as model units. Such Unsold Units shall remain Units within the meaning of this Declaration, the By-laws and the Condominium Act, and shall not comprise a part of the Common Elements. In addition, Sponsor shall have the right, to the extent permitted by Law, to use one or more portions of the Common Elements (including but not limited to, the lobby, hallways and corridors) as designated by Sponsor in its sole discretion, without being subject to any fee or charge, for all purposes and activities in connection with the sale or renting of Unsold Units, which right shall include, without limitation, the right to place "for sale," "for rent" and other signs and promotional materials, of such size and content as Sponsor shall determine.

ARTICLE 11
OTHER EASEMENTS

11.1 Subject to the terms of the By-laws and to the Rules and Regulations, each Unit Owner shall have an easement in common with all other Unit Owners to use, maintain, repair, alter and replace all Common Elements located in any of the other Units or elsewhere on the Property which serve his Unit. Each Unit shall be subject to an easement in favor of all Unit Owners to use, maintain, repair, alter and replace all Common Elements located in such Unit or elsewhere on the Property which serve other Units. All easements and rights of access described in this Section shall be exercised by the Condominium Board on behalf of all Unit Owners. The Condominium Board shall have an easement and a right of access to each Unit and to the Common Elements to inspect the same, to remove violations therefrom and to install, operate, maintain, repair, alter, rebuild, restore and replace any of the Common Elements located in, over, under, through, adjacent to, or upon the same, and each Unit and the Common Elements shall be subject to such easement and right of access. Such easements and rights of access shall be exercised by the Condominium Board in such manner as will not unreasonably interfere with the use of the Units for their permitted purposes. Such entry shall be permitted on reasonable prior notice based on the nature of the repair or replacement but in no event on less than two days' notice, except that no notice will be necessary in the case of an "emergency" (i.e., a condition requiring repair or replacement immediately necessary for the preservation or safety of the Building or for the safety of occupants of the Building, or other persons, or required to avoid the suspension of any necessary service in the Building). Plans and Specifications with respect to any such proposed work shall be submitted by the Unit Owner who has requested that the Condominium Board exercise any such easement or right of access, to the Unit Owner whose Unit is to be accessed, and all work is to be prosecuted diligently to completion. Notwithstanding any other provision of this Declaration, the By-laws or the Rules and Regulations, any alterations carried out in connection with the easements granted hereinabove shall be such that neither the configuration nor the usable area of the affected Unit shall be materially adversely affected.

11.2 Sponsor, for so long as it shall own any Unsold Unit, and the Condominium Board, on behalf of all Unit Owners, shall have the right to grant such additional electric, gas, steam, cable television, telephone, water, storm drainage, sewer and other utility easements in, or to relocate any existing utility easements to, any portion of the Property as Sponsor, or the Condominium Board, as the case may be, shall deem necessary or desirable for the proper operation and maintenance of the Building or any portion thereof, or for the general health or welfare of the owners, tenants, and occupants of the appropriate Units, provided that granting of such additional utility easements or the relocation of existing utilities will not prevent or unreasonable interfere with the normal use of the Units for their permitted purposes, and shall not result in the imposition of any mechanics' lien against any of the Units. Any utility company and its employees and agents shall have the right of access to each Unit or Common Elements in furtherance of such easement, provided such right of access shall be exercised in such manner as shall not unreasonably interfere with the normal use of the Units for their permitted purposes. Notwithstanding any other provision of this Declaration, the By-laws or the Rules and Regulations, any alteration carried out in connection with the easements granted hereinabove shall be such that neither the configuration nor the usable area of the affected Unit shall be materially adversely affected.

11.3 Sponsor and its contractors, employees and agents, for so long as Sponsor shall own any Unsold Unit, shall have an easement for ingress and egress through all of the Common Elements in order to make alterations, additions, or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon the Unsold Units.

11.4 Each Unit and the Common Elements shall have easements of subjacent support and necessity, and the same shall be subject to such easements in favor of all of the other Units and the Common Elements.

11.5 The Condominium and Building shall be designated and known as the Belvedere XXXII Condominium. Sponsor shall own and control all rights and interests appurtenant to the name of the Condominium and/or the Building. Only Sponsor shall have the right to change or assign the name of the Condominium subject to the consent of the Condominium Board. Sponsor shall have an exclusive easement for so long as the Condominium shall remain in existence to erect, maintain, repair and replace, from time to time, a plaque and/or sign ("Plaque"), without charge, on the exterior portion of the Building, setting forth the name and address of Sponsor, or such other information as Sponsor desires in its sole discretion. Only Sponsor shall have the right to remove the Plaque, unless mandated by Law.

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

11.7 In addition to the specific easements set forth in this Article 11 and in Article 10 hereof, the Property and every portion thereof shall be subject to all easements made with the City of New York or with any utility companies or other Persons in effect prior to the recording of this Declaration.

ARTICLE 12
ALTERATIONS, ADDITIONS, IMPROVEMENTS AND CHANGES TO UNSOLD UNITS

12.1 Except to the extent prohibited by Law, Sponsor shall have the right, without the vote or consent or approval of the Condominium Board, other Unit Owners, the Selling Agent, the Managing Agent or the Mortgagee Representatives, if any, to:

(i) make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon Unsold Units;

(ii) change the layout of any Unsold Units;

The above notwithstanding, Sponsor shall comply with Law and shall agree to hold the Condominium Board and all other Unit Owners harmless from any liability arising therefrom, and such alteration, additional, improvements or change shall not jeopardize the soundness or structural integrity of any part of the Building.

Notwithstanding the foregoing, however, the aggregate amount of Common Interests of all the Units shall always remain at 100%, and no reapportionment of the Common Interest appurtenant to any Unit shall be made unless there is first delivered to the Condominium Board a written certification stating that the Common Interest of the affected Unit has been based upon the factors set forth in Article 8 hereof. The certification referred to in the preceding sentence shall be delivered, at Sponsor's election, by Sponsor, the Selling Agent, the Managing Agent, or any other Person reasonably acceptable to the Condominium Board. The provisions of this Article 12 may not be added to, amended, modified, or deleted without the prior written consent of Sponsor. By written permission of the Condominium Board, which permission shall not be unreasonably withheld, any other Unit Owner may be given, with respect to his Unit, the same rights and be subject to the same limitations and conditions as are set forth in this Article with respect to Unsold Units.

ARTICLE 13
ACQUISITION OF UNIT BY THE CONDOMINIUM BOARD

If (a) any Unit Owner surrenders his Unit together with its Appurtenant Interests to the Condominium Board pursuant to the terms of the By-laws or Section 339-x of the Condominium Act, or (b) the Condominium Board, pursuant to the By-laws or otherwise, either acquires or leases a Unit, together with its Appurtenant Interests, purchases a Unit, together with its Appurtenant Interests, at a foreclosure or other similar sale, then, in any such event, title to any such Unit and such Appurtenant Interests shall be held by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests. Any lease or sublease of any Unit leased or subleased by the Condominium Board or its designee shall be held by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests.

ARTICLE 14
POWER OF ATTORNEY TO SPONSOR AND THE CONDOMINIUM BOARD

14.1 Each Unit Owner, by acceptance of a deed or otherwise succeeding to title to a Unit, shall be deemed to have irrevocably nominated, constituted and appointed as such Unit Owner's attorney in-fact, coupled with an interest and with power of substitution, (i) Sponsor, to amend the Condominium Documents pursuant to the terms of Article 18 hereof, and (ii) the Persons who shall from time to time constitute the Condominium Board, jointly, to:

(a) employ counsel for purposes of protesting the New York City real property tax assessments with the Tax Commission and instituting tax certiorari proceedings on behalf of the Unit

Owners for the reduction of the assessed valuation of their Units, such Unit Owners agreeing not to protest said assessments and bring such tax certiorari proceedings at their own initiative and on their own behalf;

(b) acquire or lease any Unit, together with its Appurtenant Interests, whose owner desires to sell, convey, transfer, assign, lease, or surrender the same or acquire any Unit, together with its Appurtenant Interests, that becomes the subject of a foreclosure or other similar sale, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners;

(c) convey, sell, lease, mortgage, or otherwise deal with (but not to vote the Common Interests, appurtenant to) any Unit so acquired or to sublease any Unit so leased; and

(d) execute, acknowledge and deliver (1) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium, or (2) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Condominium or the Common Elements that the Condominium Board deems necessary or appropriate, or (3) any protests and tax certiorari proceeding affecting Units.

14.2 In confirmation of the foregoing power of attorney, each Unit Owner, upon the request of either Sponsor or the Condominium Board, shall duly execute, acknowledge and deliver to the requesting party, for recording in the Register's Office, a Unit Power of Attorney in the form set forth as Exhibit E to this Declaration.

ARTICLE 15
TERMINATION OF CONDOMINIUM

The Condominium shall continue and the Property shall not be subject to an action for partition (unless terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the By-laws) until such time as withdrawal of the Property from the provisions of the Condominium Act is authorized by a vote of 100% in number and in Common Interest of all Unit Owners. In the event said withdrawal is authorized as aforesaid, but only in such event, the property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid from out of his share of such net proceeds all liens on his Unit (other than mortgages which are not Permitted Mortgages), in the order of priority of such liens.

ARTICLE 16
COVENANT OF FURTHER ASSURANCES

16.1 Any Person who is subject to the terms of this Declaration, whether such Person is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of the Condominium Board or otherwise, shall, upon prior reasonable written request at the expense of any

such 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 to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

16.2 If any Unit Owner, the Condominium Board or any other Person who is subject to the terms of this Declaration fails or refuses, within 10 days after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which the Condominium Board, Unit Owner or other Person is required to execute, acknowledge and deliver or to take pursuant to this Declaration, or (ii) to deliver a written notice to the Person requesting such execution, acknowledgment or delivery, and to the Condominium Board, stating the reasons why such Unit Owner, Condominium Board or other Person refuses to execute, acknowledge or deliver such instrument or take such action, then the Condominium Board or other Person is hereby authorized as attorney-in-fact for such Unit Owner, Condominium Board 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, Condominium Board or other Person and such document or action shall be binding on such Unit Owner, Condominium Board or other Person.

16.3 If any Unit Owner, the Condominium Board or any other Person who is subject to the terms of this Declaration fails or refuses, within 10 days after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, Condominium Board or other Person is required to execute, acknowledge and deliver pursuant to this Declaration at the request of Sponsor, or (ii) to deliver a written notice to Sponsor and to the Condominium Board stating the reasons why such Unit Owner, Condominium Board or other Person refuses to execute, acknowledge or deliver such instrument or take such action, then Sponsor is hereby authorized, as attorney-in-fact for such Unit Owner, Condominium Board 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, Condominium Board or other Person, and such document or action shall be binding on such Unit Owner, the Condominium Board or other Person, as the case may be.

ARTICLE 17
COVENANTS RUNNING WITH THE LAND

17.1 All provisions of this Declaration, the By-laws and the Rules and Regulations which are annexed hereto and made a part hereof, including, without limitation, the provisions of this Article, shall to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and his heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create, nor shall they be construed as creating, any rights in or for the benefit of the general public. All present and future owners, tenants, subtenants, licensees, and other occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the By-laws and the Rules and Regulations, as they may be

amended from time to time. The acceptance of a deed or conveyance or the 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 or sue and occupancy agreement thereof.

17.2 If any provision of this Declaration or the By-laws is invalid under, or would cause this Declaration and the By-laws to be insufficient to submit the Property to the provisions of the Condominium Act, such provisions shall be deemed deleted from this Declaration or the By-laws, as the case may be, for the purpose of submitting the Property to the provisions of the Condominium Act, but shall nevertheless be valid and binding upon and inure to the benefit of the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under other applicable Law, to the extent permitted under such applicable Law, with the same force and effect as if, immediately after the recording of this Declaration and the By-laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land. If any provision which is necessary to cause this Declaration and the By-laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from this Declaration or the By-laws, then such provision shall be deemed included as part of this Declaration or the By-law, as the case may be, for the purposes of submitting the Property to the provisions of the Condominium Act.

17.3 Subject to Section 17.2, if this Declaration and the By-laws are insufficient to submit the Property to the provisions of the Condominium Act, the provisions of this Declaration and the By-laws shall nevertheless be valid and binding upon and inure to the benefit of the owners of the Property and their heirs, executors, administrators, legal representatives, successors and assigns, as covenants running with the Land and with every part thereof and interest therein under applicable Law to the extent permitted under such applicable Law with the same force and effect as if, immediately after the recording of this Declaration and the By-laws, all Unit Owners had signed and recorded an instrument agreeing to each such provision as a covenant running with the Land.

ARTICLE 18
AMENDMENTS TO THIS DECLARATION

18.1 Subject to the provisions contained herein or in the By-laws with respect to amendments, modifications, additions or deletions affecting Sponsor, any provision of this Declaration affecting the Common Elements of all Unit Owners may be added to, amended, modified or deleted by the affirmative vote of at least 66 ⅔% in number and in Common Interest of all Unit Owners, provided, however, that the Common Interest appurtenant to each Unit as expressed in this Declaration shall not be altered without the written consent of all Unit Owners directly affected. Subject to the provisions contained herein or in the By-laws with respect to amendments, modifications, additions or deletions affecting Sponsor, no amendment, modification, addition or deletions shall be effective without the written consent (which consent shall not be unreasonably withheld or delayed) of the Mortgagees (as

defined in the By-laws), if any, which consent shall not be unreasonably withheld or delayed. No such amendment, modification, addition or deletion shall be effective until recorded in the Register's Office. Subject to the provisions contained herein or in the By-laws with respect to amendments, modifications, additions or deletions affecting Sponsor, any such amendment, modification, addition or deletion shall be executed by either the Condominium Board as attorney-in-fact for the Unit Owners, coupled with an interest, and the Condominium Board is hereby authorized by such Unit Owners so to act as their attorney-in-fact. Subject to the rights of Sponsor, under Articles 9, 10, 11, 12, 13, 14 and 15 of this Declaration, Articles 9, 10, 11, 12, 13, 14 and 15 of this Declaration may not be amended, modified, added to or deleted unless (in addition to consent, if required, of the Permitted Mortgagees, if any, as set forth above) 66 ⅔% in number and in Common Interest of all Unit Owners affected thereby, approve such amendment, modification, addition or deletion in the manner set forth above.

18.2 Sponsor shall have the right, at its sole cost and expense and without the vote or consent of any other Unit Owners or the Condominium Board, to execute, acknowledge and record or, at Sponsor's sole option, to require the Condominium Board or any other Unit Owners to execute, acknowledge and record) in the Register's Office and elsewhere, if required by Law, one or more amendments to this Declaration (including, but not limited to, Exhibit B hereto), together with such documents, plans and maps as Sponsor deems appropriate to effectuate the same:

(i) to reflect any changes in Unsold Units and/or reapportionment of the Common Interest of the affected Unsold Units resulting therefrom made by Sponsor in accordance with the terms of Article 12 hereof; or

(ii) required by (x) Institutional Lender designated by Sponsor to make a loan secured by a mortgage on any Unsold Unit, (y) any governmental agency having regulatory jurisdiction over the Condominium, or (z) any title insurance company selected by Sponsor to insure title to any Unsold Unit; provided, however, that any amendment made pursuant to the terms of subparagraph (i) or (ii) of this Section shall not (1) change the Common Interest of any Unit other than a Unit owned by Sponsor, or (2) require a material or physical modification of any Unit other than a Unit owned by Sponsor, or (3) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an Institutional Lender, unless the owner of such affected Unit (in the event described in subparagraph (1) or (2) of this Section) shall consent thereto by joining in the execution of such amendment.

18.3 Any amendment to this Declaration may be executed: (i) if on behalf of Sponsor pursuant to the terms of Section 18.2 hereof, by any principal of Sponsor, or (ii) if on behalf of the Unit Owners or by the Condominium Board, by any officer of the Condominium. If the amendment requires the approval of a specific percentage of Unit Owners pursuant to the terms of this Declaration or the By-laws, then there shall be attached to such amendment an original executed Secretary's Certificate, certifying that the requisite number and percentage of Unit Owners approved the amendment at a duly constituted meeting or (when permitted in this Declaration or the By-laws) in writing without a meeting, in which Certificate shall be described the number and percentage of Unit Owners so consenting, and (if voted upon at a meeting) the date and time of the meeting.

18.4 Notwithstanding anything contained in the Condominium Documents to the contrary, but subject to any limitation imposed by the Condominium Act, no amendment to the Condominium Documents shall be effective in any respect against Sponsor if the same would (i) unreasonably interfere with the sale, lease, or other disposition of such Unit Owner's respective Unit, (ii) abridge, modify, suspend, eliminate, or otherwise affect any right, power, easement, privilege, or benefit granted to Sponsor, unless Sponsor shall consent to such amendment in writing, or (iii) impose any discriminatory charge or fee against Sponsor, unless Sponsor shall consent to such amendment in writing.

18.5 The provisions of this Article may not be modified, amended, added to or deleted, in whole or in part, without the consent of Sponsor, if the same related to Sponsor.

ARTICLE 19
CONSENTS BY SPONSOR

When the consent, approval, satisfaction, or permission of Sponsor is required under this Declaration or the By-laws, such consent, approval, satisfaction, or permission shall not be required when Sponsor no longer owns any Units.

ARTICLE 20
PERSON TO RECEIVE SERVICE

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

ARTICLE 21
INCORPORATION BY REFERENCE

The terms, covenants, conditions, descriptions and other information contained in (i) the property description annexed hereto as Exhibit A; (ii) description of the Units annexed hereto as Exhibit B; (iii) the table of definitions annexed hereto as Exhibit C; (iv) the By-laws attached hereto as Exhibit D; (v) the Unit Power of Attorney attached hereto as Exhibit E; and (vi) the Floor Plans are, by this reference, each incorporated herein and made a part of this Declaration as if set forth at length in the text hereof.

ARTICLE 22
WAIVER

No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE 23
SEVERABILITY

Subject to the provisions of Section 17.2 and 17.3 of Article 17 hereof, if any provision of the

Condominium Documents is invalid or unenforceable as against any Person or under certain circumstances, the remainder of the Condominium Documents and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of the Condominium Documents shall, except as otherwise herein provided be valid and enforced to the fullest extent permitted by Law. Any conflict between any provisions of the Condominium Documents and the Condominium Act, or any questions regarding the interpretation of any of the Condominium Documents, shall be governed by the Condominium Act.

ARTICLE 24
SUCCESSORS AND ASSIGNS

The rights and/or obligations of Sponsor as set forth herein shall inure to the benefit of and be binding upon any successor or assign or designee of Sponsor or, with the consent of Sponsor, any transferee of all then Unsold Units. Sponsor shall have the right, at any time, in its sole discretion, to assign or otherwise transfer its interest therein, whether by merger, consolidation, lease, assignment, or otherwise.

ARTICLE 25
CAPTIONS

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

ARTICLE 26
CERTAIN REFERENCES

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

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

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

IN WITNESS WHEREOF, Sponsor has caused this Declaration to be executed as of the _____ day of _____.

SPONSOR
63 JACKSON ST., LLC

By:_____
_____, Member

STATE OF NEW YORK, COUNTY OF NEW YORK ss.:

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

_____
Notary Public

EXHIBIT A

DESCRIPTION OF THE LAND

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

BEGINNING at a point on the northerly side of Jackson Street distant one hundred and fifty (150) feet easterly from the corner formed by the intersection of the northerly side of Jackson Street, with the easterly side of Lorimer Street;

RUNNING THENCE northerly and parallel with Lorimer Street one hundred (100) feet;

THENCE easterly and parallel with Jackson Street, twenty-five (25) feet;

THENCE southerly and again parallel with Lorimer Street, one hundred (100) feet to the northerly side of Jackson Street; and

THENCE westerly along the northerly side of Jackson Street, twenty-five (25) feet to the point or place of BEGINNING..

TOGETHER with the benefits and SUBJECT to the burdens of the provisions of The Declaration of Condominium, and of the By-Laws of The Condominium recorded in the Office of the City Register, County of Kings on _____ as CRFN _____, as the same may be amended from time to time by instruments recorded in the Register's Office, aforementioned, which shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit.

EXHIBIT B
TO THE CONDOMINIUM DECLARATION

BELVEDERE XXXII CONDOMINIUM

63 Jackson Street
BROOKLYN, NEW YORK

DESCRIPTION OF THE UNITS

UNIT	TAX LOT	NUMBER OF BATH-ROOMS	NUMBER OF BED-ROOMS	LIMITED COMMON ELEMENTS	INTERIOR AREA (SQ. FT.)	PERCENTAGE OF COMMON INTEREST	LOCATION
1A	_____	1.5	STUDIO	REAR YARD: 368 SQ. FT.	1309	12.20	FIRST FLOOR, CELLAR
1B	_____	1.5	1	REAR YARD: 368 SQ. FT. + REAR PATIO: 107 SQ. FT.	1197	14.21	FIRST FLOOR, CELLAR
2A	_____	1	1	RECESS: 24 SQ. FT.	668	8.87	SECOND FLOOR
2B	_____	1	1		689	9.31	SECOND FLOOR
3A	_____	1	1	BALCONY: 75 SQ. FT. + STORAGE 5' HIGH: 225 SQ. FT.	636	10.65	THIRD FLOOR
3B	_____	1	1	BALCONY: 85 SQ. FT. + STORAGE 5' HIGH: 225 SQ. FT.	689	11.09	THIRD FLOOR
4A	_____	1	1	BALCONY: 75 SQ. FT. + ROOF DECK: 333 SQ. FT.	990	13.32	FOURTH FLOOR, ATTIC SPACE
4B	_____	3	3	BALCONY/ ROOF DECK 4th FL: 153 SQ. FT + BALCONY 5th FL: 160 SQ. FT. + BALCONY/ ROOF DECK Penthouse level: 400 SQ. FT. + BALCONY Penthouse level: 23 SQ. FT. BULKHEAD Penthouse: 65 SQ. FT. ROOF DECK / Roof level: 197 SQ. FT.	1409	20.35	FOURTH FLOOR, FIFTH FLOOR
TOTAL					7587	100.00	

EXHIBIT C

DEFINITIONS

For convenience of presentation, general definitions of certain of the terms in the Plan are set forth below, which definitions are subject in most cases to the more particular definitions of such terms set forth in the Declaration, the By-laws, and the Condominium Act. They include the following:

"Adverse Effect," or "adverse effect," as used in the Condominium Documents, shall mean, with respect to any action or proposed change and with respect to any Unit Owner or Unit Owners, that such action or change could, realized, (i) increase the Common Charges payable by such Unit Owner or Unit Owners, (ii) materially interfere with such Unit Owner's access to his Unit, (iii) obstruct or degrade the view from the windows of such Unit Owner's Unit, or (iv) otherwise materially diminish such Unit Owner's use and enjoyment of his Unit.

"Appurtenant Interest" shall mean, with respect to any Unit, the undivided interest of the owner thereof, pursuant to the terms of Section 339-x of the Condominium Act, in and to: (i) the Common Elements; (ii) any other Units owned or leased at the time in question by the Condominium Board or its designee, corporate or otherwise, on behalf 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.

"Building" shall mean the building known as and located at 63 Jackson Street, Brooklyn, New York 11211, in which the Units of the Condominium will be located.

"Buildings Department" shall mean the Department of Buildings of the City of New York or any successor agency.

"By-laws" shall mean the by-laws governing the operations of the Condominium, which are set forth as Exhibit D to the Declaration, as the same may be amended from time to time.

"Closing of Title," or "Closing," shall mean the date upon which, among other things, a Unit and its appurtenant Common Interest is conveyed pursuant to a Purchase Agreement.

"Common Charges" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata, in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in the By-laws or in the First Year's Budget) to meet the Common Expenses.

"Common Elements" shall mean the Property, other than the Units themselves, as well as those Facilities therein, being comprised of the "General Common Elements" and the "Limited Common Elements."

"Common Expenses" shall mean all costs and expenses to be incurred generally by the Unit Owners pursuant to the Declaration and/or the By-laws in connection with: (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to the Common Elements; (ii) the establishment and/or maintenance of a general operating reserve, or a reserve fund for working capital, for replacements with respect to the Common Elements, or to make up any deficit in the Common Charges for any prior year(s); and (iii) generally, the conduct of the affairs of the Condominium. Common Expenses shall be attributable to all Unit Owners.

"Common Interest" shall mean the proportionate undivided interest, expressed as a numerical percentage, in the Common Elements appurtenant to each Unit, as determined in accordance with the Declaration. The total of all Common Interest percentages appurtenant to all Units equals 100%. The Common Interests are the basis for determining a Unit Owner's liability for his share of the Common Expenses. The Common Interest attributable to each Unit is set forth on Exhibit B annexed to the Declaration.

"Condominium" shall mean the Belvedere XXXII Condominium which was established pursuant to the terms of the Declaration and which is governed pursuant to the terms of the By-laws.

"Condominium Act" shall mean the New York Condominium Act, as amended from time to time, and presently found in the New York Real Property Law, Article 9-B.

"Condominium Board" shall mean the board of managers of the Condominium who will manage the affairs of the Condominium.

"Condominium Documents" shall mean the Declaration, the By-laws and the Rules and Regulations of the Condominium.

"Control Period" shall mean the period ending on the earlier to occur of: (i) the Closing of Title with purchasers under the Plan to Units having at least 80% (7 Units) of the aggregate Common Interest appertaining to all Units, or (ii) 5 years after the First Closing.

"Declaration" shall mean the instrument creating the Condominium, as the same may be amended from time to time.

"Facilities" shall mean all personal property fixtures now or hereafter existing in, on, or under the Land or the Building and either existing for the common use of the Units or the Unit Owners or necessary or convenient for the existence, maintenance, or safety of the Property.

"Family Members" shall mean the spouse, children (natural and adopted), stepchildren, grandchildren, siblings, nieces, nephews, parents, parents-in-law and grandparents of a Unit Owner who reside in such Unit Owner's Unit.

"Filing Date" shall mean the date a letter is issued by the Department of Law accepting the Plan or an amendment to the Plan, as the case may be, for filing.

"First Closing" shall mean the Closing of Title with respect to the first Unit to be conveyed to a Purchaser pursuant to the terms of the Plan.

"First Year's Budget" shall mean the Section of the Plan entitled "Schedule B - First Year's Budget." The First Year's Budget is sometimes referred to herein as "Schedule B."

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

"Force Majeure" shall mean delays caused by weather, casualty, labor, difficulties (including work stoppages and strikes), late delivery or inability to obtain materials, government restrictions or other events beyond Sponsor's reasonable control.

"General Common Elements" shall mean those certain portions of the Property (other than the Units), as well as the Facilities therein, either existing for the common use of the Units or the Unit Owners or necessary for, or convenient to, the existence, maintenance, or safety of the Property, as more particularly described in the Declaration.

"Institutional Lender" shall mean (i) savings bank, savings and loan association, bank or trust company, insurance company, real estate investment trust, mortgage trust, or a group of lenders which shall include one of the foregoing, or (ii) a federal, state, municipal, teacher's or union employee, welfare pension or retirement fund or system, or (iii) Sponsor.

"Institutional Mortgage" shall mean any first mortgage covering one or more Units that is a Permitted Mortgage and the initial holder of which is either Sponsor or an Institutional Lender.

"Insurance Trustee" shall mean 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 or more, from time to time appointed to serve as such by the Condominium Board.

"Land" shall mean the land located in Section 26 of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of the City of New York as Block 2742 Lot 15 and more particularly described in Exhibit A to the Declaration.

"Law" shall mean the laws and ordinances of any or all of the Federal, New York State, New York City, County and Borough 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 which are applicable at the time in question.

"Limited Common Elements" shall mean those portions of the Property (other than the Units) existing for the use and enjoyment of certain Unit Owners or one or more specified Units to the exclusion of all other Units, as more particularly described in the Declaration.

"Managing Agent" shall mean the managing agent or manager named in the Plan or any successor managing agent at the time in question.

"Permitted Encumbrances" shall mean those matters encumbering title to a Unit subject to which a Purchaser agrees to take title, as more particularly described in Schedule A annexed to the form of Purchase Agreement.

"Permitted Mortgage" shall mean a first mortgage permitted to be placed upon a Unit pursuant to the provisions of the By-laws.

"Permitted Mortgagee" shall mean any holder of a Permitted Mortgage at the time in question.

"Person" shall mean any natural person, partnership, corporation, trust, estate, fiduciary, unincorporated association, syndicate, joint venture, organization, government or any department of agency thereof, or any other entity.

"Plan" shall mean that certain condominium offering plan relating to the Property, as accepted for filing by the Department of Law of the State of New York pursuant to Section 352-e of the General Business Law of the State of New York and any amendments thereto.

"Plans and Specifications" shall mean the plans and specifications for the Building which (to the extent required by Law) have been or will be filed with the Buildings Department and which may from time to time be amended in accordance with the provisions of the Plan.

"Presentation Date" shall mean the date on which the Plan or an amendment thereto, as the case may be, is personally delivered or the fifth day after mailing to prospective Purchasers and Unit Owners following acceptance of the Plan or an amendment thereto for filing with the Department of Law.

"Property" shall mean the Land, the Building (and any structures attached thereto), all the improvements erected or to be erected in the Land, all easements, rights and appurtenances

pertaining thereto and all other property, real, personal, or mixed, used or intended to be used in connection therewith.

"Purchase Agreement" shall mean the agreement to purchase a Unit, the form of which is set forth in Part II of the Plan.

"Purchaser" shall mean a purchaser of a Unit pursuant to a Purchase Agreement.

"Register's Office" shall mean the Office of the Register of the City of New York of Kings County.

"Rules and Regulations" shall mean 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.

"Sales Office" shall mean the sales office for Sponsor or the Selling Agent, at a location to be designated by either Sponsor or Selling Agent from time to time. The Sales Office will initially be located at the office of Bridge Realty Servicing Group, 60-43 Maspeth, N.Y. 11378.

"Schedule A" shall mean the Section of the Plan entitled "Schedule A - Purchase Prices and Related Information."

"Schedule B" shall mean the Section of the Plan entitled "Schedule B - First Year's Budget." Schedule B is sometimes referred to herein as the "First Year's Budget."

"Schedule B-1" shall mean the Section of the Plan entitled "Schedule B-1 for Individual Energy Costs."

"Selling Agent" shall mean Bridge Realty Servicing Group, the selling agent named in the Plan or any successor selling agent at the time in question.

"Special Assessments" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in the By-laws), in accordance with paragraph C of Section 6.1 of the By-laws.

"Sponsor" shall mean 63 JACKSON ST., LLC and any other person or entity designated by Sponsor.

"Unit" shall mean any of the Units designated in the Declaration together with its Common Interest, which Units are more particularly described in Articles 5 and 6 of, and Exhibit B to, the

Declaration and in the Floor Plans. All such Units are, collectively, referred to as the "Units."

"Unit Owner" shall mean any Person (including Sponsor, if Sponsor owns any Unit) who holds fee title, of record, to one or more Units at the time in question. All such Unit Owners are collectively referred to as the "Unit Owners."

"Unsold Unit" shall mean any Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Sponsor at the time in question. All such Unsold Units are, collectively, referred to as the "Unsold Units."

"Unsold Unit Owner" shall mean Sponsor and (if applicable) a person designated by Sponsor.

EXHIBIT D

TO THE DECLARATION

BY-LAWS

OF THE

BELVEDERE XXXII CONDOMINIUM

Prepared by:

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CONDOMINIUM BY-LAWS

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 is more particularly described in Exhibit A to the Declaration; (ii) the Building, which includes, without limitation, the Units, the Common Elements and all easements, rights and appurtenances belonging thereto; and (iii) all other property, real, personal, or mixed, intended for use in connection therewith. The Property has been submitted to the provisions of the Condominium Act by the recording of the Declaration in the Register's Office, of which Declaration these By-laws form a part. The purpose of the Condominium is to carry on the acquisition, construction, management, maintenance and care of the Common Elements and to perform related functions with respect to the other portions of the Property.

Section 1.2 *Definitions.* All capitalized terms used in these By-laws that are not otherwise defined in any of the Articles hereof shall have the meanings set forth in Exhibit C to the Declaration, unless the context in which the same are 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 afore described 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 reasonably convenient thereto as may be designated from time to time by the Condominium Board.

ARTICLE 2
CONDOMINIUM BOARD

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 Condominium Board. In exercising its powers and performing its duties under the Declaration and these By-laws, the Condominium Board 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 Condominium Board.* Unless and until the Condominium Board shall incorporate in accordance with the terms of Section 2.4 hereof, the Condominium Board 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 Condominium Board shall incorporate in accordance with the terms of Section 2.4 hereof, the Condominium Board 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 Condominium Board 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 Condominium Board.* The principal office of the Condominium Board shall be located at such place reasonably convenient as may be designated from time to time by the Condominium Board.

Section 2.4 *Powers and Duties of the Condominium Board.*

(A) The Condominium Board 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 Condominium Board shall not have such powers and duties that by Law, or pursuant to the terms of the Declaration and these By-laws, may not be delegated to the Condominium Board by the Unit Owners. Without intention to limit the generality of the foregoing in any respect, the Condominium Board shall have the following specific powers and duties:

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

(ii) to acquire, in the name of the Condominium Board or its designee, corporate or otherwise, and on behalf of the Unit Owners, all rights, titles and interests in real and personal property deemed necessary or proper by the Condominium Board for use in connection with the ownership and operation of the Property as a 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 Condominium Board; (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 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 approve the amount and the means and methods of payment of, and collection of, the Common Charges and Special Assessments from the Unit Owners; provided, however, that in no event shall Common Charges or Special Assessments or other funds received by the Condominium Board in connection with the Common Elements be utilized to defray any Common Expenses, and in no event shall Common Charges or Special Assessments or other funds received by the Condominium Board in connection with the Common Elements be utilized to defray any Common Expenses;

(vi) to borrow money on behalf of the Condominium in accordance with Section 339-jj of the Real Property Law 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 66 ⅔%, in aggregate common interest, of the members of the Condominium Board shall be required for the borrowing of any sum in excess of $10,000 in any one fiscal year (regardless of the balance of any loans outstanding from previous fiscal years); (b) no lien to secure repayment of any sum borrowed may be created on any Unit or its Appurtenant Interest without the consent of the owner of such Unit; and (c) the documentation executed in connection with any such borrowing shall provide that, if any sum borrowed by the Condominium Board pursuant to this subparagraph (vi) shall not be repaid by the Condominium Board, any Unit Owner who pays to the creditor thereunder such proportion of the then outstanding indebtedness represented or secured thereby as such Unit Owner's Common Interest bears to the aggregate Common Interest of all Unit Owners or Common Interests of all Unit Owners, as applicable, 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 which shall at no time be less than two and that each check drawn on such account shall need at least two signatures;

(viii) to use the Common Charges and Special Assessments collected from Unit Owners, as well as all other funds held by the Condominium Board or received in connection with

the operation of the Property, for the administration of the Condominium, including, without limitation: (a) the payment of Common Expenses and (b) the making of restorations, additions, alterations and improvements to the Common Elements;

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

(x) to adjust and settle claims under insurance policies obtained pursuant to the terms of Section 5.4 hereof, and to execute and deliver releases upon such adjustments and settlements on behalf of: (a) all Unit Owners (except as otherwise provided herein); (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 fidelity bonds, in amounts deemed appropriate by the Condominium Board, but in no event less than $100,000, for: (a) all members of the Condominium Board; (b) all officers and employees of the Condominium; and (c) the Managing Agent, and the premiums on all such fidelity bonds 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 Condominium Board or its designee, corporate or otherwise, and on behalf of all Unit Owners;

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

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

(xvi) to sell, lease, license, mortgage and otherwise deal with Units acquired by, and to sublease Units leased by, Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, provided, however, that the Condominium Board or its designees shall in no event be entitled to vote the interest appurtenant to any such Unit;

(xvii) to adopt and amend the Rules and Regulations and to levy and authorize collection of fines against Unit Owners for violations of the Rules and Regulations and these By-laws (any such fines and fees shall be deemed to constitute Common Charges payable by Unit

Owners to the Unit against which they are levied);

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

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

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

(xxiii) to prepare, execute, acknowledge and institute on behalf of all Unit Owners, as their attorney-in-fact, coupled with an interest, protests of real property tax assessments and tax certiorari proceedings with respect to all Units and to assess any costs incurred thereby as a Common Expense;

(xxiv) to commence summary eviction proceedings in the name of or on behalf of the Condominium Board and/or a Unit Owner or Unit Owners, as the case may be, against an authorized guest and/or a Tenant of a Unit Owner if such authorized guest and/or Tenant does not conform to the Rules and Regulations of the Condominium, annexed hereto as Schedule A, as said Rules and Regulations may at any time and from time to time, be modified, amended or added to in accordance with the terms of these By-laws. All costs in connection with the removal of the authorized guest and/or Tenant, including reasonable attorney's fees, shall be borne by the Unit Owner;

(xxv) to impose move-in fees and charges and transfer fees in connection with the sale or lease of a Unit, provided no such fees or charges or other conditions of transfer or lease may be imposed upon Sponsor;

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

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

Section 2.5 *Certain Limitations on the Powers of the Condominium Board.*

(A) Notwithstanding anything to the contrary contained in these By-laws, so long as Sponsor shall continue to own any Unsold Unit, the Condominium Board may not, without Sponsor's prior written consent:

(i) make any addition, alteration, or improvement to the Common Elements or to any Unit, unless the same shall be required by Law;

(ii) assess any Common Charges or Special Assessments for the creation or replacement of, or the addition to, all or any part of a reserve, contingency, or surplus fund;

(iii) enter into any service or maintenance contracts for work or otherwise contract for work or otherwise provide services not covered in the First Year's Budget set forth in the Plan, except as is required to reflect normal annual increases in operating services;

(iv) borrow money on behalf of the Condominium; or

(v) exercise a right of refusal to lease or purchase a Unit.

The written consent of Sponsor shall not be necessary to perform any function or take any action described in clauses (i) through (v) above, if, and only if, the performance of such action or the carrying out of such action is necessary (and no other alternative is available) to enable the Condominium Board to: (i) comply with Law; or (ii) remedy any notice of violation; or (iii) remedy any work order of the Condominium's insurer. In no event will the limitations imposed herein continue for more than 5 years from the First Closing.

(B) Notwithstanding anything to the contrary contained in these By-laws, all determinations of the Condominium Board which affect only the Units shall be made by the members of the Condominium Board elected or designated by the Unit Owners;

Any dispute as to whether or not a determination materially and adversely affects any Units shall be settled by arbitration in accordance with the provisions of these By-laws. No dispute with respect to whether a determination materially and adversely affects a Unit shall be deemed to exist unless the objecting party specifies the grounds for its objection in writing to the Condominium Board within 10 business days of receipt by it of notice of such determination.

Section 2.6 *Exercise and Delegation of Powers and Duties.*

(A) Any act within the power of the Condominium Board to perform, and deemed necessary or desirable to be performed by the Condominium Board, shall be performed by the Condominium Board or shall be performed on its behalf and at its direction by the agents, employees, or designees of the Condominium Board.

(B) The Condominium Board may employ a Managing Agent to serve at a compensation approved by the Condominium Board and to perform such duties and services as the Condominium Board shall direct. Subject to the exceptions and limitations contained in paragraph (C) of this Section 2.6, the Condominium Board may delegate to the Managing Agent any of the powers granted to the Condominium Board in these By-laws.

(C) Notwithstanding anything to the contrary contained in this Section 2.6, the Managing Agent shall neither have nor be entitled to exercise, and the Condominium Board shall not delegate to it or to any other committee, the powers or duties described in subparagraphs (ii), (iv), (v), (vi), (xiii), (xiv), (xv), (xvi) and (xvii) of paragraph (A) of Section 2.4 hereof. In addition, the Managing Agent shall not have, nor be entitled to exercise, any of the powers of the Condominium Board, 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 Condominium Board shall consist of three (3) individuals, all of which are to be designated from time to time by Sponsor. From and after the first annual meeting of the Unit Owners and for so long as Sponsor owns at least 1 Unsold Unit, the Condominium Board shall consist of three (3) individuals, at least one (1) of which individuals shall be designated by Sponsor, so long as Sponsor continues to own any Unsold Units. Sponsor's right to elect a majority of the Board shall terminate upon the earlier to occur: (i) the fifth anniversary of the First Closing; or (ii) the Closing of Title with Purchasers under the Plan to Units having at least 80% (7 Units) of the aggregate Common Interest appertaining to all Units. At such time, the majority of the Condominium Board will consist of individuals unrelated to Sponsor. Except for members designated by Sponsor, all members of the Condominium Board shall be (i) individual Unit Owners or adult Family Members of an individual Unit Owner; or (ii) officers, directors, shareholders, partners, principals, employees, or beneficiaries of corporations, partnerships, fiduciaries, or any other entities that are Unit Owners. In addition, no Unit Owner may be elected to serve on the Condominium Board, (nor may continue to serve on the Condominium Board) if the Condominium Board 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, or so long as such lien remains unpaid. In no event may more than one individual of the designated Unit serve on the Condominium Board or as an officer of the Condominium Board at the same time during the term of office.

Section 2.8 *Term of Office Members.* The term of office of the three (3) members of the Condominium Board designated by Sponsor prior to the first annual meeting of the Unit Owners shall expire when the 3 individuals to be elected or designated at such meeting are so elected and qualified and designated as the case may be. The term of office of each of the three (3) individuals elected and qualified and designated, as the case may be, at the first annual meeting of the Unit Owners pursuant to the Section 4.9 hereof, shall be fixed at 1 year. Notwithstanding anything to the contrary contained in this Section 2.8, however, each member of the Condominium Board shall serve until his successor shall be elected and qualified or designated.

Section 2.9 *Removal and Resignation of Members.*

(A) Any member of the Condominium Board representing the Unit Owners who was elected hereto either by the Unit Owners, pursuant to the terms of Section 4.9 hereof, or by the Condominium Board, pursuant to the terms of Section 2.10 hereof, may be removed from office, with or without cause, by a vote of a majority of Unit Owners. Any member of the Condominium Board who was designated as such by Sponsor pursuant to the terms of Section 2.7, 2.10 or 4.9 hereof, may be removed, with or without cause, only by Sponsor. If any member of the Condominium Board who was designated by Sponsor is removed, his successor shall also be designated by Sponsor. Any member of the Condominium Board elected thereto by the Unit Owners, whose proposed removal is to be acted upon at a meeting of the Unit Owners, shall be given prior written notice thereof and an opportunity to be present and heard thereat.

(B) Any member of the Condominium Board may resign his membership at any time by giving written notice thereof to the Condominium Board. In addition, any member of the Condominium Board who shall cease to be qualified for membership pursuant to the terms of Section 2.7 hereof shall be deemed to have resigned his membership effective as of the date upon which such qualification shall cease.

Section 2.10 *Vacancies.*

(A) Any vacancy on the Condominium Board that is caused by the removal, resignation, or death of a member who was elected thereto by the Unit Owners 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 Condominium Board elected or designated by the Unit Owners in this office. A special meeting of the Condominium Board shall be held for the purpose of filing 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 Condominium Board that is caused by the removal, resignation, or death of a member who was designated as such by Sponsor shall be filled by an individual designated by Sponsor.

(C) Each member of the Condominium Board 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 Condominium Board for the remainder of the term of the member replaced and until his successor shall be selected 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 Condominium Board.* The first meeting of the Condominium Board following each annual meeting of the Unit Owners shall be held within 10 days of such annual meeting, at such time and place as shall be both fixed informally by a majority of the members of the Condominium Board and designated by the Secretary 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. At such meeting, the officers of the Condominium Board shall be elected.

Section 2.12 *Regular Meetings of the Condominium Board.* Regular meetings of the Condominium Board may be held at such time and place as shall be determined from time to time by a majority of the members thereof, provided that at least 4 such meetings shall be held during each fiscal year. Written notice of all regular meetings of the Condominium Board shall be given by the Secretary to each member thereof by personal delivery, mail, overnight courier, facsimile or e-mail, at least 5 business days prior to the day named for such meeting.

Section 2.13 *Special Meetings of the Condominium Board.* The President may call a special meeting of the Condominium Board whenever he deems the same to be necessary or desirable. However, the President shall call such a meeting upon the written request of 2 or more members of the Condominium Board. Written notice of all special meetings shall be given by the Secretary to each member thereof by personal delivery, mail, overnight courier, facsimile, or e-mail, at least 3 business days prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting.

Section 2.14 *Waiver of Notice of Meetings.* Any member of the Condominium Board may, at any time, waive notice of any meeting thereof in writing, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a member of the Condominium Board at any meeting thereof shall constitute a waiver by him of notice of the time and place thereof. If all of the members of the Condominium Board are present at any meeting thereof, no notice of such meeting shall be required and any business may be transacted at such meeting.

Section 2.15 *Quorum of the Condominium Board.* A quorum of the Condominium Board

is required to be present at a Condominium Board meeting in order to make any determination or to transact any business. To constitute a quorum of the Condominium Board attendance of a majority of all of the members of the Condominium Board will be required for any business relating to the Common Elements, the Common Expenses, or all or a portion of the Units.

In connection therewith, one or more members of the Condominium Board may participate in any meeting thereof by means of a conference telephone or similar communications equipment permitting all individuals participating in the meeting to hear each other at the same time, and such participation shall constitute presence at such a meeting for all purposes. If, at any meeting of the Condominium Board, there shall be less than a quorum present, a majority of the members of the Condominium Board in attendance may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business that might have been transacted at the meeting originally called but for the lack of a quorum may be transacted without further notice.

Section 2.16 *Conduct of Meetings.* The President, or, in his absence, either the Secretary or the Treasurer, shall preside at all meetings of the Condominium Board, and the Secretary shall faithfully record the minutes thereof, which minutes shall include the full text of all resolutions duly adopted by the Condominium Board and a record of all transactions and proceedings occurring thereat. The then current edition of Robert's Rules of Order, or any other rules of procedure from time to time acceptable to a majority of the Condominium Board, shall govern the conduct of the meetings of the Condominium Board, unless the same shall be in conflict with the terms of the Declaration, these By-laws, or the Condominium Act.

Section 2.17 *Decisions by the Condominium Board.* Except as otherwise provided in the Declaration or these By-laws: a vote of a majority of those Board Members attending a duly constituted meeting of the Condominium Board at which a quorum is present shall decide all matters on behalf of the Condominium Board relating solely to the Common Elements; the Common Expenses; or all or a portion of the Units.

Alternatively, any decision that is required or permitted to be made by the Condominium Board may be made without the meeting thereof if all of the members of the Condominium Board shall individually or collectively consent in writing to such decision, and all such written consents shall be duly filed by the Secretary of the Condominium in the minutes of the Condominium Board.

Section 2.18 *Compensation of Members.* No member of the Condominium Board shall receive any compensation from the Condominium for acting as such.

Section 2.19 *Common or Interested Members of the Condominium Board.*

Each member of the Condominium Board shall perform his duties, and shall exercise his powers, in good faith and with view to the interests of the Condominium. To the extent permitted by Law, no contract or other transaction between the Condominium Board 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 Condominium Board are officers, directors, employees, partners, fiduciaries, beneficiaries, or principals, or are otherwise interested, pecuniarily or otherwise, shall be deemed either void or voidable because either (a) any such member of the Condominium Board was present at the meeting or meetings of the Condominium Board during which such contract or transaction was discussed, authorized, approved, or ratified, or (b) the vote of any such number was counted for such purpose, provided, however, that either:

(x) the fact thereof is disclosed to, or known by, the Condominium Board or a majority of the members thereof and noted in the minutes thereof, and the Condominium Board shall authorize, approve, or ratify such contract or transaction in good faith by a vote of a majority of entire Condominium Board, less the number of such members; or

(y) the fact thereof is disclosed to, or known by, a majority of Unit Owners, and a majority of Unit Owners shall authorize, approve, or ratify such contract or transaction.

Any such member of the Condominium Board may be counted in determining the presence of a quorum on any meeting of the Condominium Board 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 *Indemnification.*

2.20-1 To the extent permitted by Law, the members of the Condominium Board shall have no personal liability with respect to any contract, act or omission of the Condominium Board or of any Managing Agent or manager in connection with the affairs or operation of the Condominium (except in their capacities as Unit Owners) and the liability of any Unit Owner with respect thereto shall be limited as set forth in Section 4.13 hereof. Every contract made by the Condominium Board or by the Managing Agent, only as agent for all Unit Owners and that the members of the Condominium Board or the Managing Agent shall have no personal liability thereon (except in their capacities as Unit Owners). Any such contract may also provide that it covers the assets, if any, of the Condominium Board. To the extent permitted by Law, the members of the Condominium Board shall have no liability to Unit Owners except that a member of the Condominium Board shall be liable for his or her own bad faith or willful misconduct. All Unit Owners shall jointly and severally, to the extent of their respective interests in their Units and their appurtenant Common Interests, indemnify each member of the Condominium Board against any liability or claim except those arising out of such member's own bad faith or willful misconduct. The Condominium Board may contract or effect any other transaction with any member of the Condominium Board, any Unit Owner, Sponsor or any affiliate of any of them without incurring any liability for self-dealing, except in cases of bad faith or willful misconduct.

2.20-2 Neither the Condominium Board nor any member thereof shall be liable for

either:

(i) any failure or interruption of any utility or other services to be obtained by, or on behalf of the Condominium Board or to be paid for as a Common Expense except when any such failure or interruption is cause by the acts of bad faith or willful misconduct of the Condominium Board or any member thereof; 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.

ARTICLE 3
OFFICERS

Section 3.1 *General.* The principal officers of the Condominium shall be the President, the Secretary and the Treasurer. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed, upon the direction of the Condominium Board, by any two officers of the Condominium or by such lesser number of officers or by such other Person or Persons as may be designated from time to time by the Condominium Board.

Section 3.2 *President.* The President shall be the chief executive officer of the Condominium and shall preside at all meetings of the Unit Owners and of the Condominium Board. The President shall have all of the general powers and duties that are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York (hereinafter referred to as the "BCL").

Section 3.3 *Secretary.* The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Condominium Board. The Secretary shall have charge of such books and papers as the Condominium Board 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 3.4 *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 Condominium Board or in the name of the Managing Agent in such depositories as may from time to time be designated by the Condominium Board and, in general, shall perform all of the duties incident to the office of treasurer of a stock corporation organized under the BCL.

Section 3.5 *Election, Term of Office and Qualifications of Officers.* Each of the officers

of the Condominium shall be elected annually by a majority vote of all members of the Condominium Board taken at the organizational meeting of each new Condominium Board, and shall serve at the pleasure of the Condominium Board. The President and the Treasurer shall be elected from amongst all members of the Condominium Board. Such officers need not be Unit Owners and need not have any interest in the Condominium if they are designated by Sponsor. Such officers must be Unit Owners if they are elected by the other Unit Owners. The other officers of the Condominium Board need not be Unit Owners and need not have any interest in the Condominium.

Section 3.6 *Removal and Resignation of Officers.* Any officer of the Condominium Board may be removed from office, with or without cause, by an affirmative vote of a majority of the members of the Condominium Board. In addition, any officer may resign at any time by giving written notice to the Condominium Board. Finally, if the President or the Treasurer of the Condominium shall cease to be or shall be suspended as a member of the Condominium Board during his term of office such officer shall be deemed to have resigned his office effective upon the date upon which his membership shall cease.

Section 3.7 *Vacancies.* Any vacancy in an office shall be filled by a majority vote of the Condominium Board at any regular meeting of the Condominium Board or at a special meeting thereof called for such purpose.

Section 3.8 *Compensation of Officers.* No officer of the Condominium shall receive any compensation from the Condominium for acting as such.

Section 3.9 *Indemnification of Officers.* Each officer shall be indemnified as set forth in Paragraph 2.20.

ARTICLE 4
UNIT OWNERS

Section 4.1 *Annual Meetings of the Unit Owners.* The first annual meeting of the Unit Owners shall be held approximately 90 days after the earlier to occur of: (i) the first anniversary of the First Closing; or (ii) the Closing of Title with Purchasers under the Plan to Units having at least 80% (7 Units) of the aggregate Common Interest appertaining to all Units. At such meeting, a 3-member Condominium Board shall be elected, as provided both in this Article 4 and Article 2 hereof. Thereafter, annual meetings of the Unit Owners shall be held within 30 days of the anniversary date of the first annual meeting. At each such subsequent meeting, the Unit Owners (including Sponsor) shall elect successors to the members of the Condominium Board whose term of office expires on the day of such meeting and shall transact such other business as may properly come before such meeting.

Section 4.2 *Special Meetings of the Unit Owners.* The President shall call a special meeting of the Unit Owners whenever so directed by a duly adopted resolution of the Condominium

Board 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 50% 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 such suitable and convenient place in the Borough in which the Property is located as may be designated by the Condominium Board.

Section 4.4 *Notice of Meetings.*

(A) The Secretary of the Condominium shall give notice of each annual or special meeting of the Unit Owners to all Unit Owners then of record entitled to vote at such meeting, which notice shall set forth time and place of such meeting and, in the event of a special meeting, the purpose of the meeting. Such notice may be given to any Unit Owner by personal delivery, mail, or telegram addressed to his address at the Property, not less than 10 nor more than 60 days prior to the day fixed for the annual meeting and not less than 5 days prior to the day fixed for any special 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 10 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 51% or more of the aggregate Common Interests appertain shall constitute a quorum at all meetings of the Unit Owners. If, at any meeting of the Unit Owners, there shall be less than a quorum present, a majority of the Unit Owners present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time fixed for the original meeting.

Section 4.6 *Conduct of Meetings.* The President, or, in his absence, either the Secretary or the Treasurer, 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 proceeding 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 minutes of the preceding meeting (unless waived);

(iv) Reports of officers of the Condominium;

(v) Reports of members of the Condominium Board;

(vi) Election of inspectors of election (when so required);

(vii) Election of members of the Condominium Board (when so required);

(viii) Unfinished business; and

(ix) New business.

The order of business at meetings can be adjusted in the sole discretion of the Condominium Board.

Section 4.8 *Voting.*

(A) Subject to the terms of Section 4.9 hereof, each Unit Owner (including Sponsor for so long as Sponsor shall own any Unsold Units) shall be entitled to cast 1 vote at all meetings of the Unit Owners for each percentage of Common Interest attributable to such Unit Owner's 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 Condominium Board 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 Condominium Board nor any designee thereof shall be entitled to vote the Common Interest appurtenant to any Unit owned by the Condominium Board 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 Interest 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 2 or more Persons own a Unit, they shall designate 1 Person amongst them to vote the Common Interest appurtenant to their Unit in a writing given to the Secretary of the Condominium, and the vote of such designee shall be binding upon all of such Persons. Failing such a designation, all of such Persons shall mutually vote such Common Interest under 1 ballot without division, and the concurrence of all such Persons shall be conclusively presumed if any one of them purports to vote such Common Interest without protest being contemporaneously made to the individual presiding over the meeting at which such vote is taken. If protest is made, the Common Interest appurtenant to such Unit shall be counted solely for the purpose of determining whether a quorum is present for such voting.

(D) The owner(s) of any Unit may designate any Person to act as a proxy on his behalf. The designation of any such proxy shall be made in a written notice both signed and dated by the designator and delivered to the Secretary of the Condominium at or before the appointed time for the meeting(s) during which the same is to be effective. Any such designation shall be revocable at any time upon written notice given to the Secretary of the Condominium; however, no revocation of such 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 a proxy shall be effective for a period in excess of 6 months after the date thereof.

Section 4.9 *Election of Members to the Condominium Board.*

(A) When voting for members of the Condominium Board, each Unit Owner (including Sponsor for so long as Sponsor shall own any Unsold Units) shall be entitled to cast 1 vote for each 1% of Common Interest attributable to his Unit(s) per Member to be elected. However, nothing contained herein shall be deemed to permit any Unit Owner to cumulate the votes attributable to the ownership of a Unit in favor of any 1 or more members to be elected. In addition, the terms of paragraphs (B), (C) and (D) of Section 4.8 hereof shall apply to all elections of members of the Condominium Board.

(B) All elections of members of the Condominium Board 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 number(s) of the Unit(s) owned by the voting Unit Owner; (iii) the percentage(s) of the Common Interest 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 (B) shall not be counted. All election ballots shall be retained in the records of the Condominium, appropriately segregated by election for a period of 2 years.

(C) Subject to the terms of paragraph (D) of this Section 4.9, all elections of members of the Condominium Board shall be determined by plurality vote of Unit Owners present, in person or by proxy, at a duly convened meeting.

(D) At meetings of the Unit Owners, Sponsor will have the right to vote all of the Common Interests attributable to the Unsold Units as it sees fit. However, at elections of members to the Condominium Board held during the Control Period, Sponsor will have the right to designate all 3 Members to the Condominium Board.

Subsequent to the Control Period, and for so long as Sponsor continues to own 1 Unsold Unit, Sponsor shall have the right to designate 1 Member to the Condominium Board, and shall have the right to vote its Common Interest attributable to the Unsold Units for the remaining Members of the Condominium Board. There is no restriction on the right of Sponsor to vote for Members of the Condominium Board who are not related to or affiliated with Sponsor.

(E) Within 30 days after the Control Period, 2 of the 3 members of the Condominium Board who were designated by Sponsor shall resign and their replacements shall be filled by a majority vote of the Unit Owners at a special meeting thereof called for such purpose.

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 the number of Unit Owners sufficient (both in absolute number and in aggregate Common Interests whenever applicable) 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. The sale of a Unit to a corporation, partnership, limited partnership, trust or any other entity shall require the delivery to the Condominium Board or its Managing Agent of such documents as are reasonably requested by the Condominium Board.

Section 4.12 *Contractual Liability of Unit Owners.* Every contract made by the Condominium Board, by any officer of the Condominium, or by any Managing Agent of the Building shall state (if obtainable and in addition to the limitation of liability of the members of the Condominium Board and the officers of the Condominium pursuant to the terms of Section 2.20 and 3.10 hereof, respectively) that the liability of any Unit Owner with respect thereto 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 in the case of a contract relating to the Common Elements, and (ii) such Unit Owner's interest in his Unit and its Appurtenant Interests, unless otherwise provided by Law.

ARTICLE 5
OPERATION OF THE PROPERTY

Section 5.1 *Maintenance and Repairs.*

(A) Except as otherwise provided in the Declaration or in these By-laws, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary:

(i) in or to any Unit and all portions thereof (including, but not limited to, the interior walls, partitions, ceilings and floors in the Unit, kitchen and bathroom fixtures and appliances, windows, fireplace and flue, all entrance doors and their frames and saddles, 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 sole cost and expense; and

(ii) in or to the Common Elements shall be performed by the Condominium Board, and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense.

Promptly upon obtaining knowledge thereof, each Unit Owner shall report to the Condominium Board or to the Managing Agent any defect or need for repairs for which the Condominium Board is responsible pursuant to the terms hereof. All painting, decorating, maintenance, repairs and replacements performed hereunder or otherwise, whether by or at the behest of a Unit Owner or the Condominium Board, shall be performed in such a manner as shall not unreasonably disturb or interfere with any Unit Owners or the tenants and occupants of any Units.

(B) Notwithstanding anything to the contrary provided in paragraph (A) of this Section 5.1, if any painting, decorating, maintenance, repairs, or replacements to the Property or any part thereof, whether structural or non-structural, ordinary or extraordinary, is necessitated by the negligence, misuse, or abuse of (i) any Unit Owner, the entire cost and expense thereof shall be borne by such Unit Owner, or (ii) the Condominium Board, the entire cost and expense thereof shall be borne by the Condominium as a Common Expense attributable to all Unit Owners in all events, to the extent that such cost and expense is covered by the proceeds of any insurance maintained pursuant to the terms of these By-laws. Similarly, each Unit Owner shall be responsible for any and all damage to any Unit or to the Common Elements resulting from such Unit Owner's failure to maintain, repair, or replace his Unit or any portion thereof as required herein.

(C) Each Unit and all portions of the Common Elements shall be kept in first-class condition, order and repair (and free of snow, ice and accumulation of water with respect to any roof, balcony, or other part of the Property exposed to the elements) by the Unit Owner or the

Condominium Board, whichever is responsible for the maintenance thereof as set forth herein, and such Unit Owner or the Condominium Board, as the case may be, shall promptly make or perform, or cause to be made or performed, all maintenance work (including, without limitation, painting, repairs and replacements) that is necessary in connection therewith. In addition, the public areas of the Building and those areas exposed to public view shall be kept in good appearance, in conformity with the dignity and character of the Building, by (i) the Condominium Board, with respect to such parts of the Building required to be maintained by it, and (ii) each Unit Owner, with respect to the interior surfaces of windows and shades, venetian or other blinds, drapes, curtains or other window decorations in or appurtenant to his Unit. To promote a consistent appearance of the Building from the outside, no Unit Owner shall be allowed to enclose, erect a greenhouse and/or alter the balcony or roof deck appurtenant to a Unit in such a way that will alter the conformity of the Building, without the prior written consent of the Condominium Board.

(D) In the event that any Unit Owner, after receipt of written notice from the Condominium Board, fails or neglects in any way to perform any of its obligations with respect to the painting, decorating, maintenance, repair or replacement of its Unit as provided in this Section 5.1 (or of any Common Elements for which such Unit Owner is responsible under the Declaration or these By-laws), the Condominium Board may perform or cause to be performed such painting, decorating, maintenance, repair or replacement unless such Unit Owner, within 5 days after receiving notice of such default by Condominium Board, cures such default, or in the case of a default not reasonably susceptible to cure within such period, commences and thereafter prosecutes to completion, with due diligence the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such painting, decorating, maintenance, repair or replacement in such Unit Owner's Unit or to any such Common Element for which such Unit Owner is responsible, together with interest thereon at the rate of 2% per month (but in no event in excess of the maximum rate permitted by Law), shall be immediately payable by such Unit Owner to the Condominium Board and shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

Section 5.2 *Alterations, Additions, Improvements, or Repairs in and to Units.*

(A) Subject to the terms of paragraph (B) of this Section 5.2, no Unit Owner may make any structural alteration, addition, improvement or repair in or to his Unit without the prior written approval of the Condominium Board. In the event, however, that the Condominium Board shall fail to answer any written detailed request for such approval within 30 days after such request is received, such failure to respond shall constitute the Condominium Board's consent thereto. The above notwithstanding, Unit Owners of Units #1a, #1B and #2B, with exclusive rights to the rear yard, must obtain express permission of the Condominium Board to increase the envelope of the Building by any construction in the yard. Prior to, and as a condition of, the granting of any such approval, the Condominium Board may, at its sole option, require the Unit Owner to procure and agree to maintain during the course of such work such insurance as the Condominium Board may reasonably prescribe and to execute an agreement, in form and substance satisfactory to the

Condominium Board, setting forth the terms and conditions under which such alteration, addition, or improvement, 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. The Condominium Board may impose charges upon the Unit Owner to reimburse the Condominium for architectural, engineering, legal and other fees incurred in reviewing the Unit Owner's request for approval and in monitoring the work performed until completion.

(B) Notwithstanding anything to the contrary contained in paragraph (A) of this Section 5.2, however, Sponsor shall have the right, pursuant to the terms of Article 12 of the Declaration, to (i) make any alterations, additions, improvements, or repairs in or to any Unsold Unit, whether structural or non-structural, interior or exterior, ordinary or extraordinary, and (ii) subdivide, combine and change the boundary walls of any Unsold Units, all without the approval of the Condominium Board. Notwithstanding the foregoing, all Unit Owners, including Sponsor, prior to the making of any alteration, addition, improvement or repair in or to their respective Units, must (i) procure and maintain such insurance as the Condominium Board may require, (ii) indemnify the Condominium Board and the Managing Agent against any liability arising from the work, and (iii) abide by the rules and regulations of the Condominium, including but not limited to the days and hours during which work may be done.

(C) All alterations, additions, improvements and repairs by Unit Owners shall be made in compliance with Law. Any changes to the cellar layout must be approved by the New York City Department of Buildings. In connection therewith, the Condominium Board shall execute applications to any departments of the City of New York, or to any other governmental agencies having jurisdiction thereof, for any and all permits required in connection with the making of alterations, additions, improvements, or repairs in or to a Unit, provided that, with respect to all such work of a structural nature to a Unit (but other than of the nature described in paragraph (B) hereof), the same was approved by the Condominium Board pursuant to the terms of paragraph (A) hereof.

(D) Neither the Condominium Board nor any Unit Owner (other than the Unit Owner(s) making any alterations, improvements, additions, or repairs, or causing any of the same to be made, in or to his or their Unit(s)) 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 in account of any alterations, improvements, additions, or repairs made or caused to be made by any claim for personal injury or property damage 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 or their Unit(s), shall agree (in a writing executed and delivered to the Condominium Board, if the Condominium Board shall so request), and shall be deemed to agree (in the absence of such writing), to indemnify and hold the Condominium Board, the members of the Condominium Board, the officers of the Condominium, the Managing Agent and all other Unit Owners harmless from and against any such liability, cost and expense.

(E) In addition to the requirements set forth above in this Section 5.2, until a permanent certificate of occupancy is obtained for the Building, no Unit Owner shall make any alterations in or to its Unit without first notifying Sponsor in writing and complying with Sponsor's requirements with respect to the alterations. Such requirements may include, but need not be limited to, the requirements that:

(i) such work not include any change that would result in a delay in obtaining a permanent Certificate of Occupancy for the Building, or any amendment to, or extension of, the Certificate of Occupancy if theretofore issued;

(ii) the Unit Owner post a bond or other similar security that is reasonably acceptable to Sponsor in any amount sufficient (in Sponsor's reasonable judgment) to insure the diligent completion of the work and the filing of any required notices or certificates with all governmental authorities having jurisdiction with respect to such work and the completion of the work;

(iii) such work not be commenced until the Unit Owner causes all required plans, specifications, notices and/or certifications to be filed with all governmental authorities having jurisdiction, procures all required permits and licenses with respect to the same, and delivers copies of all such plans, specifications, notices, certifications, permits and licenses to Sponsor;

(iv) such work be diligently prosecuted to completion in compliance with all plans, specifications, notices and/or certifications and in conformity with all permits and licenses;

(v) Sponsor and its representatives shall be given reasonable opportunity, from time to time, to inspect such work as it progresses;

(vi) promptly after the completion of such work, all necessary inspections and approvals of the work shall be obtained, all necessary notices and/or certifications shall be filed with the appropriate governmental authorities and Sponsor shall be given a copy of all such inspections, approvals, notices and certifications;

(vii) the Unit Owner shall indemnify and hold Sponsor harmless from any cost, expense, claim, or liability arising, directly or indirectly, from such work, including, without limitation, any cost, expense, claim, or liability incurred or suffered by Sponsor due to any violation of Law or due to any delay in obtaining a permanent Certificate of Occupancy for the Building (or any amendment to, or extension of, the Certificate of Occupancy if theretofore issued) as a result of such work or the failure to make all appropriate governmental filings in connection with the same; and

(viii) all contractors shall be duly licensed to the extent required by applicable Law.

If any Unit Owner commences any such alterations in violation of the foregoing terms and conditions, or fails to comply with the reasonable requirements of Sponsor in connection with the alterations, Sponsor shall be entitled to cause such work by the Unit Owner to be halted, including, without limitation, to cause the Managing Agent to deny access to the Building to the Unit Owner's workers and suppliers, until the Unit Owner complies with the same. During the period until such Unit Owner is permitted hereunder to resume its work, Sponsor shall have the right to perform any work in and to such Unit Owner's Unit as shall be necessary, in Sponsor's sole judgment, in order to avoid any delay in obtaining a permanent Certificate of Occupancy for the Building (or any amendment to, or extension of, the Certificate of Occupancy, if therefore issued), whether or not such work shall be in compliance with the Plans and Specifications for the work theretofore performed by, or on behalf of, such Unit Owner. The cost and expense of any such work performed by Sponsor shall borne by such Unit Owner and shall be paid to Sponsor within 15 days of Sponsor's written demand therefor.

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 Condominium Board, and the cost and expense thereof shall constitute a Common Expense attributable to all Unit Owners. Notwithstanding the foregoing, however, whenever the cost and expense of such alterations, additions, or improvements would, in the judgment of the Condominium Board, exceed $10,000 with respect to the Common Elements, at any one time, in any fiscal year, such proposed alterations, additions or improvements shall not be made unless first approved by the Unit Owners (including Sponsor if Sponsor then owns any Unsold Unit) owning 66 ⅔% of the aggregate Common Interests, at a duly constituted meeting of the Unit Owners. Except as otherwise provided in the Declaration and in these By-laws, all such alterations, additions, or improvements costing $10,000 or less in any fiscal year may be made as aforesaid without the approval of the Unit Owners. Notwithstanding the foregoing, no additions, alterations, or improvements shall be made to any of the Common Elements, regardless of the cost thereof, unless the prior written consent of Sponsor (so long as Sponsor shall own at least 1 Unsold Unit) is first obtained. In no event will the limitations imposed in the preceding sentence continue for more than 5 years from the First Closing. Sponsor will not withhold consent to any addition, alteration or improvement to the Common Elements, if such addition, alteration or improvement is required to comply with Law, or to remedy any notice of violation or to remedy any work order by an insurer.

Section 5.4 *Insurance.*

(A) If the same shall be obtainable, the Condominium Board shall obtain, and shall maintain in full force and effect, special multi-peril insurance policies including fire with extended "all risk" coverage, replacement cost coverage and agreed valuation, vandalism and malicious mischief endorsements, insuring the entire Building (other than the space defined by the dimensions of the Units and any appliances, fixtures, improvements or any furniture, furnishings, decorations, belongings, or other personal property contained therein) together with all service machinery

contained therein and covering the interests of Condominium, the Condominium Board, all of the Unit Owners and all Permitted Mortgagees, as their respective interest may appear. Each of the said policies shall contain:

(i) waivers of (a) subrogation, (b) any defense based upon co-insurance or other insurance, (c) invalidity arising out of any acts of the insured, and (d) pro-rata reduction of liability;

(ii) a provision that any adjustment of loss will be made by the Condominium Board and that all proceeds thereof shall be paid to either the Condominium Board or the Insurance Trustee, as provided in Section 5.5 hereof.

(iii) a New York standard mortgagee clause in favor if each Permitted Mortgagee, which shall provide that the proceeds thereof shall be paid to such Permitted Mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Condominium Board 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 canceled or substantially modified except upon at least 30 days prior written notice to the Condominium Board and all insureds who may have requested such notice, including Permitted Mortgagees.

Duplicate originals or certificates of insurance of all such policies and of all renewals thereof, together with proof of payment of premiums, shall be in file at the office of the Managing Agent. Copies thereof shall be delivered to any Unit Owner or Permitted Mortgagee on written request thereof.

(B) The Condominium Board shall also obtain and maintain, to the extent it deems practicable:

(i) comprehensive general liability insurance, covering all claims for personal injury or property damage arising out of any occurrence on the Property and listing as co-insured (a) the Condominium Board and each member thereof, (b) the Managing Agent or manager (if any), (c) each officer and employee of the Condominium and (d) each Unit Owner (except, however, that such insurance shall not cover any liability of a Unit Owner arising from occurrences within his own Unit);

(ii) rent insurance;

(iii) worker's compensation and New York State disability benefits insurance;

(iv) boiler and machinery insurance;

(v) water damage insurance;

(vi) officers and directors liability insurance;

(vii) fidelity insurance and bonds covering all officers, directors and employees of the Condominium and Managing Agent;

(viii) plate glass insurance;

(ix) other insurance as the Condominium Board shall from time to time determine.

Each of the aforementioned policies of insurance shall also cover cross-liability claims of one insured against another.

(C) All policies of insurance to be maintained by the Condominium Board shall contain such limits as the Condominium Board shall from time to time determine, provided, however, that:

(i) with respect to insurance policies maintained by the Condominium Board pursuant to paragraph (A) hereof, the coverage shall be in an amount equal to not less than 80% of the full replacement cost of the Building, exclusive of footings and foundations, without deduction for depreciation, as approved by a fire insurance company, a qualified insurance broker, or another qualified source;

(ii) with respect to insurance policies maintained by the Condominium Board pursuant to subparagraph (i) of paragraph (B) hereof, such policies shall contain single limits of not less than $1,000,000 in the aggregate; and

(iii) with respect to insurance policies maintained by the Condominium Board pursuant to subparagraph (ii) of paragraph (B) hereof, the coverage shall be in an amount equal to the aggregate of all of the Unit Owners' Common Charges for 1 year.

Any insurance policies maintained by the Condominium Board may also provide for such deductible amounts as the Condominium Board shall determine. The Condominium Board shall review the limits of each insurance policy, as well as the amount of any deductible sum thereunder, at least once each year.

(D) The cost of all insurance maintained by the Condominium Board pursuant to this Section 5.4, together with the fees and disbursements of any Insurance Trustee appointed by the Condominium Board pursuant to the terms of these By-laws, shall be borne by the Unit Owners as a Common Expense.

(E) Unit Owners may carry other insurance for their own benefit insuring the contents of their Units and liability insurance with respect to acts occurring therein, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers

issuing the insurance maintained by the Condominium Board shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

Section 5.5 *Casualty or Condemnation.*

(A) In the event that either (i) the Building or any part thereof is damaged or destroyed by fire or other casualty ("Casualty Loss") or (ii) the Common Elements, or any part thereof is taken in condemnation or by eminent domain ("Taking"), the net insurance proceeds payable under the insurance policies maintained by the Condominium Board pursuant to the terms of Section 5.4 hereof by reason of such Casualty Loss or the net condemnation awards receivable by reason of such Taking, as the case may be, shall be payable either to the Condominium Board, if the same shall be $1,000,000 or less in the aggregate, or to the Insurance Trustee, if the same shall exceed $1,000,000 in the aggregate. In either instance, all such monies actually received ("Trust Funds") shall be held in trust for the benefit of all Unit Owners, with respect to the portion thereof allocated to a Casualty Loss to or Taking of the Common Elements and the Units, and for the benefit of all Unit Owners with respect to the portion thereof allocated to a Casualty Loss to or Taking of the Common Elements, the Units, and their Permitted Mortgagees and shall be disbursed pursuant to the terms of this Section 5.5. Notwithstanding anything to the contrary contained either in this paragraph (A) or elsewhere in this Section 5.5, however, no Unit Owner whose Unit, or any portion thereof is 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 may have to pursue a separate claim against the condemning authority by reason thereof.

(B) Subject to the terms of paragraph (D) hereof, the Condominium Board shall arrange for the prompt repair or restoration ("Work") of : (i) in the event of a Casualty Loss, the portion(s) of the Building (including all Units and the bathroom and kitchen fixtures installed therein on the date of recording the Declaration and all service machinery contained therein, but not including appliances, fixtures, improvements made therein by a Unit Owner, or any furniture, 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 or the Units 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 enclose 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. Each Unit Owner whose Unit, or 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 redecorating of his Unit.

(C) In the event that Work shall be performed pursuant to the terms of paragraphs (B) and (D) of this Section 5.5, the Condominium Board 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 Condominium Board shall levy a Special Assessment against all Unit Owners for the amount of such deficiency in proportion to their respective Common Interests, for Work to the Common Elements and against all Unit Owners, 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 excess shall be paid to all Unit Owners in proportion to their respective Common Interests with respect to Work to the Common Elements, except that no payment shall be made to a Unit Owner until there has first been paid, out of such Unit Owner's share of such 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 (C) for any projected deficiency in the amount of the Trust Funds available to the Condominium Board and, after the payment of al costs and expenses incurred in connection with the Work, any portion of the Trust Funds remaining 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, with respect to Work to the Common Elements, free of any claim of any lienor (including, without limitation, any Permitted Mortgagee).

(D) If either 75% or more of the Building is 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 if Sponsor shall then own any Units), in aggregate Common Interests, shall promptly resolve to proceed with the same. In the event that a sufficient number of Unit Owners shall so resolve, the Work shall be performed pursuant to the terms of paragraphs (B) and (C) hereof. Conversely, in the event that a sufficient number of Unit Owners shall either fail or refuse to so resolve, the Work shall not be performed and the Property shall 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 Interest, to the extent allocated to destroyed or damaged portions of the Common Elements and to all Unit Owners in proportion to their respective Common Interests, to the extent allocated to destroyed or damaged portions of the Units or the Common Elements, 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 pay off any Permitted Mortgage and other unpaid liens on the Unit Owner's Unit 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 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 usable 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 Condominium Board 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 floor area of such Unit, after such Taking bears to the total floor area of such Unit, prior to such Taking. The Condominium Board 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 Common Interest of such Unit, 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 remaining Units shall be adjusted accordingly and reflected in an amendment to the Declaration duly executed and acknowledged by the Condominium Board and the owners of all of the other or remaining Units together with the holders of the Permitted Mortgages.

(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 Condominium Board 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 Condominium Board that it has received Trust Funds insufficient to discharge the estimated cost and expense of the Work, or (c) in the event that the Trust Funds are payable to the Condominium Board pursuant to the terms of paragraph (A) of this Section 5.5, 60 days after the date upon which the Condominium Board 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. In the event there are insufficient Trust Funds to discharge the estimated cost and expense of the Work, the Condominium Board shall levy a Special Assessment for the amount of such deficiency in accordance with Paragraph (C) of this Section 5.5; and

(ii) "Promptly resolve" shall mean that a resolution shall be duly made not more than 60 days after the date upon which the Condominium Board 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 Condominium Board shall be resolved by arbitration pursuant to the terms of Article 10 hereof.

Section 5.6 *Use of the Property.*

(A) No nuisance shall be allowed on the Property, nor shall any use or practice be allowed 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 immoral, improper, offensive, or unlawful use shall be made of the Property or any portion thereof, and all valid Laws relating to any portion of the Property shall be complied with at the sole cost and expense of the respective Unit Owners or the Condominium, whoever shall have the obligation to maintain or repair such part of the Property.

(B) Nothing shall be done or kept in any Unit or in any of the Common Elements that would increase the rate of insurance for the Property, except upon the prior written consent of the Condominium Board. No Unit Owner shall permit anything to be done or kept in a Unit or in the Common Elements that will result in the cancellation of insurance on the Property or the contents thereof, or that would be in violation of any Law. No waste shall be committed in the Common Elements.

(C) Nothing shall be done in any Unit or in, on, or to the Common Elements that will impair the structural integrity of the Property or 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 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) Subject to the terms of paragraphs (C) and (D) of this Section 5.7, each Unit shall be used for residential use only, and not more than one family may occupy a Unit at any one time. Recreational areas on Cellar Level used in conjunction with the apartments directly above may not be used as bedrooms, and may not be rented. Any changes to the cellar layout must be approved by the New York City Department of Buildings. A Unit owned or leased by an individual, corporation, partnership, fiduciary, or any other entity may be occupied only by an individual, or by an individual officer, director, stockholder, or employee of such corporation, or by an individual partner or employee of such partnership, or by an individual fiduciary (including directors, officers, stockholders, or employees of corporate fiduciaries and partners and employees of partnership fiduciaries), or by an individual beneficiary of said fiduciary, or by an individual principal or

employee of such other entity, respectively, or by the Family Members and guests of any of the foregoing (and nothing herein contained shall be deemed to prohibit the exclusive occupancy of any such Unit by such Family Members or guest). Notwithstanding the foregoing, Sponsor (or, when there are no longer any Unsold Units, the Condominium Board) may, in its sole discretion, permit Persons other than those set forth above to occupy a Unit. In no event, however, 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 (B)) may be accommodated therein.

(C) The Condominium Board may, in its sole discretion, consent to the use of a Unit as a professional or business office or for any purpose other than that set forth in paragraph (B) hereof, provided that the nature and manner of such use complies with Law and does not violate the then existing Certificate of Occupancy covering the Building. Any such consent shall be in writing and shall be personal to such Unit Owner. Any lessee of, or successor in title to, such Unit Owner shall be required to obtain the prior written consent of the Condominium Board before using such Unit for any purpose other than that set forth in paragraph (B) hereof.

(D) Notwithstanding anything to the contrary contained in this Section 5.7, Sponsor may, without the consent of either the Condominium Board or the Unit Owners:

(i) grant permission for the use of any Unsold Unit as a professional or business office or for any other purpose, provided that the nature and manner of such use complies with Law and the user thereof complies with all applicable governmental regulations; and

(ii) use any one or more Unsold Unit as model Units and offices for the sale, lease, promotion, rental, management 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 Building and the Facilities) may be used only for the furnishing of the services and Facilities, and for the other uses, for which they are reasonably suited and capable. In addition, no furniture, packages, or objects of any kind shall be placed in the lobby, vestibules, public halls, stairways, or any other part of the Common Elements (except for those areas designated as storage areas) without the prior written consent of the Condominium Board. The lobby, vestibules, public halls and stairways shall be used only for normal passage through them. Accordingly, all Unit Owners shall require their tradesmen to utilize exclusively the entrance designated by the Condominium Board for transporting packages, merchandise, or other objects.

(B) The owner or owners of any 2 or more Units, which Units are the only Units serviced or benefitted by any Common Element adjacent or appurtenant to such Units (for example, that

portion at the end of any residential hallway that is directly adjacent to any such Units located on opposite sides of such hallway) shall, with the consent of the Condominium Board (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 or their sole cost and expense, both (i) operate, maintain and repair such Common Element for so long as such owner or owners exercise such exclusive right of use and (ii) 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 for so long as there are any Unsold Units. Sponsor shall have the right, without charge or limitation, to: (i) erect and maintain signs, of any size or content determined by Sponsor, on or about any portion of the Common Elements chosen by Sponsor, including adjacent to the main entrance of the Building; (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 (such as lobbies, corridors and the like), to sell, lease, manage, or operate Unsold Units, to complete any work or repairs to the Building expressly undertaken by Sponsor and to comply with Sponsor's obligations under the Plan and the Condominium Documents. In no event, however, shall Sponsor 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) Each Unit Owner shall grant to the Condominium Board, to the Managing Agent or manager (if any), to the Resident Manager or to any other Person authorized by any of the foregoing a right of access (including the right of forced entry if required in the discretion of the party seeking such entry) to his Unit, 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 Unit and threatening another Unit or all or a portion of the Common Elements;

(iii) performing maintenance, installations, alterations, repairs, or replacements to the structural elements, mechanical or electrical services, or other portions of the Common Elements located within his Unit or elsewhere in the Building;

(iv) reading, maintaining, or replacing utility meters relating to the Common

Elements, to his 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 replacement immediately necessary for the preservation of safety of the Building or for the safety of the occupants of the Building or other individuals, or required to avoid the suspension of any necessary service in the Building), the foregoing rights of access shall be exercised only upon not less than 1 day's advance notice and only in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. In cases of emergency, however, such rights of access may be exercised immediately, without advance notice and whether or not the Unit Owner is present.

(B) Each Unit Owner shall grant a right of access to his Unit, and the Condominium Board 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 Plan or in any amendment thereto, provided that access thereto shall not be exercised, with respect to any Unit, in such a manner as will unreasonably interfere with the use of such Unit for its permitted purposes.

Section 5.10 *Modification of the Rules and Regulations.* The Condominium Board shall have the right to amend, modify, add to, or delete any of the Rules and Regulations from time to time, provided, however, that any such amendment, modification, addition, or deletion may be overruled by a vote of at least 66 ⅔% of all Unit Owners, in number and Common Interest. Copies of the text of any amendments, modifications, additions, or deletions to the Rules and Regulations shall be furnished to all Unit Owners not less than 30 days prior to the effective date thereof. Notwithstanding the foregoing, the Condominium Board shall not have the right to amend, modify, add to, or delete any of the Rules and Regulations if the same would materially and adversely affect Sponsor without the prior written consent of such affected Unit Owner.

Section 5.11 *Real Estate Taxes.* Unless and until real estate taxes are billed directly to Unit Owners by the City Collector, the Condominium Board shall promptly pay such taxes as a Common Expense. In the event of the proposed sale of any Unit, the Condominium Board (for so long as the Condominium Board is still paying such real estate taxes) shall, upon the written request of the selling Unit Owner, execute and deliver to the Purchaser of such Unit, or to such Purchaser's title company, a letter agreeing to promptly pay all such real estate taxes affecting such Owner's Unit to the date of the Closing of Title to such Unit.

Section 5.12 *Fuel.* Unless and until fuel is billed directly to Unit Owners by the supply company, in accordance with and subject to the provisions of the Plan, the cost and expense of fuel (for heating and cooling) serving or benefitting any Unit and/or Common Element shall be: (i) considered part of the expense of maintaining such Unit and /or Common Element, (ii) determined

by the Condominium Board, (iii) paid by the Condominium Board, and (iv) charged to the Unit Owners as a Common Expense for such portion attributable to the Common Elements. In the event there is a particular or unique use being made of a Unit and/or Common Element, the Condominium Board shall cause a new survey to be made, the cost of which shall be borne by the Unit Owners as a Common Expense.

Section 5.13 *Water Charges and Sewer Rents.* Unless and until water is separately metered in a Unit and water charges and sewer rents are billed directly to a Unit Owner by the City Collector, in accordance with and subject to the provisions of the Plan, the cost and expense of water serving or benefitting the Unit and/or Common Element shall be: (i) considered part of the expense of maintaining such Unit and/or Common Element, (ii) determined by the Condominium Board, (iii) paid by the Condominium Board, and (iv) charged to the Unit Owners as a Common Expense for such portion attributable to the Common Elements.

Section 5.14 *Record of 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 account shall include, without limitation, (i) a listing of all receipts of and expenditures by the Condominium Board and the Managing Agent and (ii) a separate listing for each Unit, setting forth, among other things, the amount of each assessment of Common Charges and Special Assessments levied against such Unit, the date when due, the amounts paid thereon and the balance, if any, remaining unpaid, as well as all Permitted Mortgages having an interest in such Unit.

(B) Within 4 months after the end of each fiscal year of the Condominium, the Condominium Board shall submit to each Unit Owner, an annual report of the receipts and expenditures of the Condominium prepared and certified by an independent certified public accountant. The cost of preparing and distributing each such report shall be borne by the Condominium Board as a Common Expense. The fiscal year of the Condominium shall be a calendar year.

ARTICLE 6
COMMON CHARGES

Section 6.1 *Determination of Common Expenses and Fixing of Common Charges.*

(A) From time to time, but not less frequently than once a year, the Condominium Board shall: (i) prepare and adopt a budget for the Condominium, subject, in all respects, to the strictures 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 amongst the Unit Owners in accordance with allocations set forth in

the First Year's Budget. The Condominium Board shall advise all Unit Owners promptly thereafter in writing of the amount of Common Charges payable by each of them, not later than 10 days prior to the date upon which the first installment of newly-determined Common Charges is due, and shall furnish copies of the budget (in a reasonably itemized form) upon which such Common Charges are based to all Unit Owners. The Condominium Board may, subject to Paragraph (E) of this Section 6.1, 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 new determination. Notwithstanding the foregoing, however, the Condominium Board shall not reduce the Common Charges payable during any fiscal year occurring within the Control Period solely as a result of either reducing the number of employees of the Condominium below the number employed (or anticipated in the First Year's Budget) for the Property on the date of recording the Declaration except with Sponsor's prior written consent, or eliminate or reduce the insurance coverage below that provided for the Property on such date, except with the concurrence of a majority of the members of the Condominium Board elected by Unit Owners other than Sponsor. All Unit Owners will be given a copy of the proposed annual budget of the Condominium at least 10 days prior to the date set for adoption thereof by the Condominium Board.

(B) The failure or delay of the Condominium Board to prepare or adopt a budget or to determine the Common Expenses for any fiscal year or portion thereof shall not be deemed a waiver or modification in any respect of the covenants and provisions hereof or a release of any Unit Owner from the obligation to pay Common Charges. 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 Condominium Board shall have the rights, subject, in all respects, to the strictures contained in Section 2.5 hereof, to levy Special Assessments to meet the Common Expenses. All Special Assessments relative to the Common Elements shall be levied against all Unit Owners in proportion to their respective Common Interests. Special Assessments may be payable either in one lump sum or in installments as the Condominium Board shall determine, provided, however, that the Condominium Board 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 purpose thereof. The Condominium Board 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 provision 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 as applicable by the Condominium Board and applied against the Common Expenses attributable to the Common Elements as appropriate for the fiscal 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 Condominium Board against the Common Expenses attributable to the Common Elements for the next succeeding year(s) of operation. No Unit Owner shall be entitled to a distribution of any portion of such excess unless the Condominium Board shall determine to distribute all or part of such excess to all Unit Owners pro-rata, in proportion to their respective Common Interests, as appropriate, and any such distribution must be made out of the Common Charges collected from Unit Owners.

Section 6.2 *Payment of Common Charges*

(A) All Unit Owners (including Sponsor with respect to Unsold Units for so long as the same are owned thereby) shall be obligated to pay Common Charges and Special Assessments assessed by the Condominium Board, pursuant to the terms of Section 6.1 hereof at such time or times (but not less than annually) as the Condominium Board shall determine. Unless otherwise determined by the Condominium Board, Common Charges shall be payable in installments on the first day of every month in advance. To the extent permitted by Law, the Condominium Board shall have a lien on each Unit, on behalf of all Unit Owners, for unpaid Common Charges and Special Assessments assessed against such Unit. Such lien, however, shall be subordinate, to the extent required by Law, to any liens for real estate taxes assessed against such Unit and any sums unpaid on a Permitted Mortgage recorded against the Unit.

(B) No Unit Owner shall be liable for the payment of any part of the Common Charges and any Special Assessments assessed against his Unit subsequent to a sale, transfer, or other conveyance by him 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 acquisition thereof, except that, to the extent permitted by Law, a Permitted Mortgagee acquiring title to a mortgaged Unit or a purchaser at a mortgage foreclosure sale held with respect to a Permitted 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 Mortgage and prior to the acquisition of title to such Unit by the Permitted Mortgagee or by such purchaser. However, in the event of a foreclosure of a Permitted 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 or sale. Any excess proceeds form such foreclosure or sale shall be paid directly to the Condominium Board in payment of all unpaid

Common Charges and Special Assessments. Any remaining unpaid Common Charges and Special Assessments that are not collected from such foreclosure sale or from the defaulting Unit Owner shall be the liability of the purchaser at such foreclosure sale.

(C) Subject to the terms and conditions contained in these By-laws, any Unit Owner may convey his Unit, together with its Appurtenant Interests, to the Condominium Board, or to its designee, corporate or otherwise, on behalf of all Unit Owners, without being compensated therefor, and, in such event, be exempt from the payment of Common Charges and Special Assessments thereafter accruing, provided, however, that: (i) all Common Charges and any Special Assessments thereafter 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 Mortgage and the statutory lien for unpaid Common Charges and Special Assessments; and (iii) no violation of any provision of the Condominium Documents then exists with respect to such Unit. However, in no event shall Sponsor be permitted to convey any Unsold Unit to the Condominium Board and thereby exempt itself from Common Charges and any Special Assessments attributable to such Unit thereafter accruing unless (i) the aggregate Common Interests then appertaining to the Unsold Units constitute 15% or less of the total Common Interests then appertaining to all Units; (ii) at least 5 years shall have elapsed from the date of the First Closing; and (iii) at the time of conveyance, Sponsor shall pay to the Condominium Board an amount equal to the product of the then current monthly Common Charges for the Unsold Unit(s) being conveyed multiplied by 24.

(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 Unit (except with respect to a conveyance of the same to the Condominium Board, without compensation, pursuant to the terms of paragraph (C) hereof). Except as expressly provided to the contrary in paragraph (E) of Section 5.5 hereof, no Unit Owners 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) pursuant to the terms of Section 5.1, 5.2, or 5.3 hereof; or (iii) any action taken by the Condominium Board or the officers of the Condominium to comply with the Law.

Section 6.3 *Statement of Common Charges.* The Condominium Board shall promptly provide a written statement of unpaid Common Charges due from any Unit Owner upon its receipt of a written request therefor from such Unit Owner. In addition, each Unit Owner shall be permitted to examine the books of account of the Condominium at reasonable times on business days, but not more frequently than once a month.

Section 6.4 *Default in Payment of Common Charges.*

(A) The Condominium Board shall take prompt action to collect any Common Charges

due to the Condominium Board that remain unpaid for more than 15 days after the due date for the payment thereof, including, but not limited to, the imposition of late charges, notice fees and the institution of such actions for the recovery of interest and expenses as provided in this Article 6. All costs and expenses incurred by the Condominium Board (including reasonable attorney's fees), as a result of its attempt to collect unpaid Common Charges and/or Special Assessments, shall be borne by the Unit Owner and shall constitute Common Charges payable by such Unit Owner. In connection therewith, the Condominium Board shall have the right and obligation to cause liens for all sums due and owing to the Condominium Board to be filed in the Register's Office pursuant to the terms of Section 339-z of the Condominium Act, to cause such liens to be foreclosed in the manner provided in Section 339-aa of the Condominium Act and/or to institute all other proceedings deemed necessary or desirable by the Condominium Board to recover all such unpaid Common Charges, together with all additional sums of money collectible by the Condominium Board by reason of such nonpayment, pursuant to the terms of paragraph (B) hereof. A suit to recover a money judgment for unpaid Common Charges, however, shall be maintainable without foreclosing or waiving the lien securing such charges.

(B) In the event that any Unit Owner shall fail to make prompt payment of Common Charges, such Unit Owner shall be obligated to pay: (i) interest thereon at the rate of 1.5% per month of such unpaid amounts (less any late "charges" theretofore collected), to be computed from the due date thereof until paid in full, together with all costs and expenses paid or incurred by the Condominium Board, the Managing Agent, or the manager (if any) in connection with collecting such unpaid Common Charges with interest as aforesaid and/or in foreclosing the aforementioned lien, including, without limitation, reasonable attorney's fees and disbursements and court costs; (ii) a late charge of $150 per month for Common Charges which remain unpaid for more than 10 days after the date when due, plus all expenses of collecting, including, but limited to reasonable attorney's fees in such amount as may be determined by the Condominium Board from time to time, to be computed from the due date thereof until paid in full. In addition, if the Condominium Board shall bring an action to foreclose, the aforementioned plaintiff in such foreclose 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 payable by such Unit Owner.

(C) In any action brought by the Condominium Board to foreclose a lien on a Unit because of unpaid Common Charges, the Condominium Board shall have, on behalf of all Unit Owners, the power to purchase such Unit at the foreclosure sale thereof and to acquire, hold, lease, mortgage, convey, or otherwise deal with such Unit (but not to vote the votes appurtenant to the same). In the event that the net proceeds received on such foreclosure (after deduction of all legal fees and disbursements, advertising costs, brokerage commissions, court costs and other costs and expenses paid or incurred in the 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 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.

(D) If the Unit Owner shall at any time lease the Unit and shall default in the payment of any Common Charges or additional Common Charges, the Condominium Board may, at its option, so long as such default shall continue, demand and receive from the tenant the rent due or becoming due from such tenant to the Unit Owner, and apply the amount to pay sums due and to become due from the Unit Owner to the Condominium. Any payment by a tenant to the Condominium shall constitute a discharge of the obligation of such tenant to the Unit Owner, to the extent of the amount paid. The acceptance of rent from any tenant shall not be deemed a consent to or approval of any leasing by the Unit Owner, or a release or discharge of any of the obligations of the Unit Owner hereunder. In the event the tenant fails to pay the rent to the Condominium after demand by the Condominium Board, the Condominium Board shall have the right to commence summary eviction proceedings in the name of or on behalf of the Unit Owner, against the tenant. All costs and expenses incurred by the Condominium Board (including reasonable attorney's fees) in connection therewith, shall be borne by the Unit Owner and shall constitute Common Charges payable by such Unit Owner.

ARTICLE 7
SELLING AND LEASING OF UNITS

Section 7.1 *General.* Subject to the terms of Section 7.5 hereof, each Unit Owner may (i) sell his Unit and (ii) lease his Unit for periods of 1 year or more only, provided, however, no Unit Owner may sell or lease his Unit except in compliance with the applicable provisions of this Article 7. Any purported sale or lease consummated in default of the applicable terms hereof shall be voidable at the sole election of the Condominium Board, and, if the Condominium Board shall so elect, the selling or leasing Unit Owner shall be deemed to have authorized and empowered the Condominium Board to institute legal proceedings to eject the purported purchaser (in the event of an unauthorized sale) or to evict the purported tenant (in the event of an unauthorized lease) in the name of such Unit Owner. Such Unit Owner shall reimburse the Condominium Board 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 any lease of a Unit ("Sale Agreement" 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 CONDOMINIUM BOARD OF 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 CONDOMINIUM, AS THE SAME MAY HAVE BEEN AMENDED." Promptly after any such bona fide Sale Agreement or Lease Agreement shall be fully executed, the Unit Owner executing the same ("Offeree Unit Owner") shall send written notice thereof to the Condominium Board by

hand delivery, certified or registered mail, return receipt requested, which notice shall be accompanied by a fully executed, original counterpart of the Sale Agreement or Lease Agreement, as the case may be, containing all of the terms offered in good faith by the prospective purchaser or tenant ("Outside Offeror").

(B) The sending of the notice referred to in paragraph (A) of this Section 7.2 shall constitute an offer by the Offeree Unit Owner to sell his Unit, together with its Appurtenant Interests, or to lease his Unit, as the case may be, to the Condominium Board or to its designee, corporate or otherwise, on behalf of all Unit Owners, subject, however, to any variance therefrom provided in Section 7.3 hereof. The giving of such notice shall further constitute a representation and warranty by the Offeree Unit Owner to the Condominium Board, on behalf of all Unit Owners, that such Offeree Unit Owner believes the Sale Agreement or Lease Agreement to be bona fide in all respects. Thereafter, upon the written demand of the Condominium Board, the Offeree Unit Owner shall submit to the Condominium Board, in writing, such further information with respect to the Outside Offeror and the Sale Agreement or Lease Agreement as the Condominium Board may reasonably request.

(C) The Condominium Board may elect, by sending written notice thereof to the Offeree Unit Owner by certified or registered mail not later than 30 business days (in the event of a proposed sale) and 15 business days (in the event of a proposed lease) 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, or to lease such Unit, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise), on behalf of all Unit Owners upon the same terms and conditions as were contained in the Sale Agreement or Lease Agreement and stated in the response(s) by the Offeree Unit Owner to any requests for additional information, pursuant to the terms of paragraph (B) hereof. Notwithstanding anything to the contrary contained herein, however, the Condominium Board shall not exercise any option set forth in this Section 7.2 to purchase or lease any Unit without the prior approval of a majority of all Unit Owners.

(D) The Condominium Board may not discriminate against any person on the basis of race, creed, color, national origin, sex, sexual orientation, age, disability, marital status or other grounds prohibited by Law in connection with its exercise of its right of first refusal with respect to the sale or the lease of a Unit.

Section 7.3 *Acceptance of Offer.*

(A) In the event that the Condominium Board shall elect, within the time and in the manner provided in Section 7.2 hereof, to purchase a Unit, together with its Appurtenant Interests, 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 Agreement or Lease Agreement, at the office of the attorneys for the Condominium Board within 45 days after the day

upon which the Condominium Board shall give notice of its election to accept such offer.

(B) If such Unit and its Appurtenant Interests are to be purchased by the Condominium Board 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 Condominium Board 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 Condominium Board 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. In addition, if the Outside Offeror was to assume or to take title to the Unit, subject to the Offeree Unit Owner's existing mortgage or mortgages, pursuant to the Sale Agreement, the Condominium Board 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, to the Condominium Board or to its designee, on behalf of all Unit Owners, by deed in the form required by Section 339-o of the Condominium Act with all tax and/or documentary stamps affixed at the expense of the Offeree Unit Owner, who shall also pay all other transfer taxes arising out of such sale (including, if applicable, the New York State Real Property Transfer Tax, the New York State Documentary Stamp Tax and the New York City Real Property Transfer Tax), notwithstanding any terms of the Sale Agreement to the contrary. Real estate taxes, mortgage interest (if applicable) and Common Charges shall be apportioned between the Offeree Unit Owner and the Condominium Board or its designee as of the closing date, notwithstanding any terms of the Sale Agreement to the contrary. Thereafter, such Unit shall be held, so long as the same is owned by the Condominium Board or its designee, on behalf of all Unit Owners, as tenants-in-common, 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 Condominium Board or its designee on behalf of all Unit Owners, the Offeree Unit Owner shall execute and deliver to the Condominium Board or such designee a lease covering such Unit by and between the Offeree Unit Owner, as landlord, and the Condominium Board 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 Lease Agreement not in conflict with such form of lease, including, without limitation, the rental and term provided for therein. Notwithstanding anything to the contrary set forth herein above or in the Lease Agreement, however, such lease shall expressly provide that the Condominium Board or such designee may enter into a sublease of the premises demised thereunder without consent of the landlord.

Section 7.4 *Failure to Accept Offer.*

(A) In the event that the Condominium Board shall fail to accept an offer made pursuant

to the terms of Section 7.2 hereof within the respective times set forth in paragraph (C) thereof, the Offeree Unit Owner shall be free to consummate the transaction embodied in the Sale Agreement or Lease Agreement within 60 days after (i) notice of refusal is sent to the Offeree Unit Owner by the Condominium Board or (ii) the expiration of the period within which the Condominium Board or its designee might have accepted such offer, as the case may be. If the Offeree Unit Owner shall fail to consummate the transaction embodied in the Sale Agreement or Lease Agreement within such 60 day period, then, should the Offeree Unit Owner thereafter elect to sell such Unit, together with its Appurtenant Interests, or to lease such Unit, the Offeree Unit Owner shall be required again to comply with all of the terms and provisions of Section 7.2, 7.3 and 7.4 hereof, but not more often than once in any 12 month period, except the Condominium Board shall have the right to waive this for good cause shown, in its sole discretion.

(B) Any deed of a Unit and its Appurtenant Interests to an Outside Offeror shall expressly provide that the acceptance thereof by the grantee shall constitute an assumption of all of the terms of the Condominium Documents, and, in the absence of such express language, the same shall be conclusively deemed to have been included herein.

(C) Each lease of a Unit to an Outside Offeror shall be in the then current form of apartment lease recommended by the Real Estate Board of New York, Inc., subject to such modifications as may be approved in writing by the Condominium Board or such other form approved in writing by the Condominium Board. 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 amended, modified, or extended without the prior written consent of the Condominium Board in each instance;

(ii) the tenant thereunder shall not assign his interest in such lease or sublet the premises demised thereunder or any part thereof without the prior written consent of the Condominium Board in each instance; and

(iii) the Condominium Board 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-z of the Condominium Act.

Section 7.5 *Termination of, and Exceptions to, the Right of First Refusal.*

(A) A certificate executed and acknowledged by the Secretary of the Condominium or the Managing Agent, stating that the provisions of Section 7.2 hereof have been met by a Unit Owner or that the right of first refusal provided for therein has been duly released or waived by the Condominium Board and that, as a result thereof, the rights of the Condominium Board thereunder have terminated, shall be conclusive upon the Condominium Board and all Unit Owners in favor of

all persons who rely upon such certificate in good faith. After the due issuance of such a certificate, the Unit to which the same shall relate, together with its Appurtenant Interests, may be sold, conveyed, or leased free and clear of the terms and conditions contained in Section 7.2 hereof. The Condominium Board shall furnish or cause the Managing Agent to furnish without charge 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 Condominium Board (as opposed to satisfied pursuant to the express terms of Sections 7.2, 7.3 and 7.4 hereof) in the absence of the certificate that has been duly executed, acknowledged and issued by the Secretary of the Condominium 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, by:

(i) the Unit Owner thereof to any of his adult Family Members, to any combination of the same, or to a trust for the benefit of any of them, provided, however, that if the succeeding Unit Owner is an infant or a person judicially declared incompetent of managing his affairs, then such Unit shall be held by the personal representative of such infant or incompetent, or in the case of a Unit Owner that is not an individual, to any entity or individual that owns more than 50% of the legal and beneficial interests of such Unit Owner or to any entity with respect to which such Unit Owner (individual or otherwise) owns more than 50% of the legal and beneficial interest thereof;

(ii) Sponsor;

(iii) the Condominium Board;

(iv) any proper officer conducting the sale of a Unit in connection with the foreclosure of a mortgage or other lien covering such Unit or delivering a deed in lieu of such foreclosure; or

(v) any Permitted Mortgagee or its nominee, who has acquired title to any Unit at any foreclosure sale of its Permitted Mortgage or by deed in lieu thereof delivered in a bona fide transaction; provided, however, that each succeeding Unit Owner shall be bound by, and such Unit shall be subject to, all terms and conditions of this Article 7.

Section 7.6 *No Severance of Ownership.* No Unit Owner shall execute any deed or other instrument conveying title to his Unit without including therein its Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any deed or other instrument purporting to affect one or more such interests shall be taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, conveyed or otherwise disposed of, except as part of

a sale, conveyance, or other disposition of the Unit to which such interests are appurtenant or as part of a sale, conveyance or other disposition of such part of the Appurtenant Interests of all Units. Nothing contained in this Section 7.6, however, shall prohibit the lease of any Unit without the simultaneous lease of its Appurtenant Interests.

Section 7.7 *Payment of Common Charges.* No Unit Owner shall be permitted to convey or lease his Unit unless he shall have paid in full to the Condominium Board all unpaid Common Charges and Special Assessments theretofore assessed against such Unit and shall have satisfied all unpaid liens, other than that of Permitted Mortgages, levied against such Unit. However, where the payment of such unpaid Common Charges and/or Special Assessments is made by the grantee or provided for out of the proceeds of the sale, a sale may take place notwithstanding the foregoing.

Section 7.8 *Power of Attorney.* At the time of acquiring title to a Unit, and as a condition thereof, the new Unit Owner shall duly execute, acknowledge and deliver to the representative of his title insurance company (or, if no such representative is present, to the Condominium Board), for recording in the Register's Office (at such Unit Owner's sole cost and expense), the Unit Owner's Power of Attorney required in Article 14 of the Declaration, in the form set forth as Exhibit E to the Declaration.

Section 7.9 *Gifts and Devises, Etc.* Any Unit Owner shall be free to convey or transfer his Unit, together with its Appurtenant Interests, 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 Unit shall be subject to, the provisions of this Article 7.

Section 7.10 *Commencement of Time.* The period of time set forth in Section 7.2 for which the Condominium Board has to waive its right of first refusal shall not commence until such time as the Condominium Board or its Managing Agent has received a completed sales or lease package, including all fees set forth therein, as the case may be, from a Unit Owner. If the information provided by the Unit Owner or prospective purchaser or tenant, as the case may be, is incomplete, the Condominium Board shall have the right to request additional information, and the 30 day period will commence on receipt by the Condominium Board of the additional information.

Section 7.11 *Costs and Expenses.* All costs and expenses incurred by the Condominium Board, including, without limitation, attorneys' fees and disbursements paid or incurred by the Condominium Board or by its Managing Agent in connection with any action taken by the Condominium Board with regard to a violation of this Article 7, shall be borne by the Unit Owner and shall constitute Common Charges payable by such Unit Owner.

ARTICLE 8
MORTGAGING OF UNITS

Section 8.1 *General.* Each Unit Owner shall have the right to mortgage his Unit, subject

only to the terms and conditions contained in Section 8.2 hereof. Any Unit Owner who mortgages his Unit, or the holder of such mortgage, within twenty (20) days of such mortgage having been executed, shall supply the Condominium Board with the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Condominium Board. Any Unit Owner who satisfies a mortgage covering his Unit shall so notify the Condominium Board and shall file a conformed copy of the satisfaction of mortgage with the Condominium Board. The Secretary of the Condominium shall maintain such information in a book entitled "Mortgages of Unit." The terms and conditions contained in this section 8.1, however, shall not apply to Sponsor.

Section 8.2 *Restrictions on Mortgaging.*

(A) No Unit Owner shall be permitted to mortgage, pledge, or hypothecate his Unit unless and until he shall have paid in full to the Condominium Board all unpaid Common Charges and Special Assessments theretofore assessed against his 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 Unit without including therein its Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any mortgage or other instrument purporting to affect one or more of such interests without including all such interests shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein.

(C) Any mortgage covering a Unit shall be substantially in the form used by any Institutional Lender.

(D) Any mortgage covering a Unit shall be made by an Institutional Lender, Sponsor, or by a Unit Owner providing purchase money financing in connection with the sale of his Unit.

Section 8.3 *Notice of Unpaid Common Charges and Default.* Whenever requested in writing by a Permitted Mortgagee, the Condominium Board shall promptly report to such Permitted Mortgagee any default by his mortgagor(s) in the payment of Common Charges or Special Assessments or in the observance or performance of any of the provisions of the Condominium Documents as to which the Condominium Board has knowledge then exists. The Condominium Board shall, when giving notice to a Unit Owner of any such default, also send a copy of such notice to his Permitted Mortgagee, if so requested. However, the Condominium Board shall have no liability for any failure, through oversight or negligence, in notifying a Permitted Mortgagee of any default by his mortgagor under the Condominium Documents, provided that (i) the Condominium Board shall advise such Permitted Mortgagee of the default promptly after discovering such failure and (ii) the Condominium Board shall foreclose a lien on such mortgagor's Unit. Pursuant to the terms of Section 6.4 hereof, by reason of such default, the Condominium Board shall pay to such Permitted Mortgagee any net proceeds of any foreclosure sale of such Unit (after retaining all sums

due and owing to the Condominium Board, pursuant to the Condominium Documents) or such lesser sum as shall be due and owing to such Permitted Mortgagee.

Section 8.4 *Performance by Permitted Mortgagees.* Any sum of money to be paid, or any act to be performed, by a Unit Owner, pursuant to the terms of the Condominium Documents, may be paid or performed by his Permitted Mortgagee, and the Condominium Board shall accept such Permitted Mortgagee's payment or performance with the same force and effect as if the same were paid or performed by such Unit Owner.

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.* Except as otherwise expressly provided for herein or in the Declaration, no consent or approval by any mortgagee shall be required with respect to any determination or act of the Condominium Board or any Unit Owner, provided, however, that nothing contained herein shall be deemed to limit or affect the rights of any mortgagee against his mortgagor.

Section 8.7 *Rights of Permitted Mortgagees.* Any action to terminate the legal status of the project after substantial destruction or condemnation occurs or for other reasons shall be agreed to by mortgagees that represent at least 51 percent of the votes of the unit estates that are subject to mortgages. When a permitted mortgagee fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested, shall be deemed to be an implied consent by the permitted mortgagee.

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 part to be observed or performed, including, without limitation, any breach of his obligation to paint, decorate, maintain, repair, or replace his Unit, pursuant to the terms of Article 5 hereof, and shall fail to cure such violation or breach within 5 days after receipt of written notice of the same from the Condominium Board, 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 5 day period and, thereafter, to prosecute such cure with due diligence to completion), the Condominium Board shall have the right to enter such Unit Owner's Unit and summarily 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 Condominium Board shall determine that the abatement, removal, or cure of any such violation or breach is immediately necessary for the preservation or safety of the Building or for the safety of the occupants of the Building or other individuals or is required to avoid suspension of any

necessary service in the Building, the Condominium Board may take such action immediately, without prior notice and without allowing such Unit Owner any period of time within which to cure or commence 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 part to be observed or performed, the Condominium Board shall have the right (i) to enter any Unit or Common Elements in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition resulting in such violation or breach, and the Condominium Board shall not thereby be deemed guilty or liable in any matter of trespass, and/or (ii) 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, provided that the Condominium Board gives the Unit Owner notice (which may be by telephone or in writing) that such violation exists, that repairs or replacements are necessary and that the Condominium Board will complete such repairs or replacements in the event the Unit Owner does not promptly act or complete the repairs or replacements, and/or (iii) to levy such fines and penalties as the Condominium Board may deem appropriate, and the Condominium Board shall have the same remedies for non-payment of such fines and penalties as for non-payments of Common Charges.

(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 shall give to Sponsor 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 *Costs and Expenses.* All sums of money expended, and all costs and expenses incurred, by (i) the Condominium Board in connection with the abatement, enjoinment, 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, enjoinment, 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 Condominium Board, or (b) in the event set forth in subparagraph (ii) hereof, the offending party (i.e. the Condominium Board 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 2% 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 Condominium Board, pursuant to the terms of this Section 9.3, shall, for all purposes hereunder, constitute Common Charges payable by such Unit Owner.

ARTICLE 10
ARBITRATION

Section 10.1 *Procedure.* Any matter required or 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 then be in existence and has no successor organization, any such arbitration shall be held in the City of New York before 1 arbitrator appointed, upon the application of any party, by any Justice of the highest court of appellate jurisdiction then located in the City of New York. The decision of the arbitrator so chosen shall be given within 10 days after his selection or appointment. Any arbitrator appointed or selected in connection with any arbitration to be conducted hereunder shall be a member of a law firm having at least 5 members whose principal office is located in the City of New York.

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 3031of 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 Section 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.

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 counsel and expert witnesses.

(B) All costs and expenses paid or incurred by the Condominium Board in connection with any arbitration held hereunder, including, without limitation, the fees and expenses of counsel and expert witnesses, shall constitute Common Expenses, to be borne by all Unit Owners, if such arbitration relates to the Units generally or to the Common Elements.

ARTICLE 11
NOTICES

Section 11.1 *General.* All notices required or desired to be given hereunder (except for

notices of regular annual or special meetings of the Unit Owners and except all meetings of the Condominium Board) shall be sent by registered or certified mail, return receipt requested, postage prepaid addressed:

(i) if to the Condominium Board, to the Condominium Board at its principal office as set forth in Section 1.5 hereof, with a copy sent by regular first class mail to the Managing Agent (if any) at its principal office address as aforesaid;

(ii) if to a Unit Owner other than Sponsor, to such Unit Owner at his address at the Property;

(iii) if to Sponsor, to Sponsor at its principal office as set forth in the Plan;

(iv) if to a Permitted Mortgagee, to such Permitted Mortgagee at its latest address designated in writing to the Condominium Board.

Any of the foregoing parties may change the address to which notices are to be sent, or may designate additional addresses for the giving of notice, by sending written notice to the other parties as aforesaid. All notices sent pursuant to the terms of this Section 11.1 shall be deemed given when mailed in the State of New York, 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 Persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 11.3 *Notice to Permitted Mortgagees.* Any Permitted Mortgagee and guarantor of a mortgage is entitled to receive written notice of the following from the Board of Managers:

a. Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage;
b. Any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage;
c. A lapse, cancellation, or material modification of any insurance policy maintained by the homeowners' association; and
d. Any proposed action that requires the consent of a specified percentage of mortgagees.

ARTICLE 12
AMENDMENTS 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 ("Special Amendments") affecting or in favor of Sponsor 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 ⅔% in number and aggregate Common Interest of 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 Register's Office by or on behalf of the Condominium Board as attorney-in-fact of all Unit Owners, which power-of-attorney shall be deemed irrevocable and coupled with an interest. Attached to each such instrument shall be an original, executed Secretary's Certification, certifying that the requisite number and percentage (where applicable) 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 (where applicable) of Unit Owners approving the same and, if voted at a meeting, the date, time and place of such meeting. No such amendment, modification, addition, or deletion shall be effective unless and until such an instrument shall be duly recorded in the Register's Office.

(B) Notwithstanding anything to the contrary contained in paragraph (A) hereof, but still subject to any provision contained in the Declaration or these By-laws with respect to Special Amendments:

(i) the Common Interest appurtenant to any Unit, as set forth in the Declaration, shall not be altered without the consent of the Unit Owner thereof, except as otherwise provided in paragraph (E) of Section 5.5 hereof; and

(ii) the terms of Section 5.7 hereof may not be amended, modified, added to, or deleted unless not less than 66 ⅔% 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 Amendments.*

(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 without the consent of the Condominium Board or the Unit Owners and shall be embodied in an instrument executed and recorded in the Register's Office by Sponsor as attorney-in-fact of

both the Condominium Board and all Unit Owners, which power-of-attorney shall be deemed to be irrevocable and coupled with an interest. Attached to each such instrument shall be an original, executed Certification by Sponsor certifying that the amendment, modification, addition, or deletion set forth therein was effectuated by Sponsor, pursuant to the terms of the Declaration and/or these By-laws, in which Certification there shall be set forth the Article and/or Section of the Declaration or these By-laws, pursuant to which the same was effectuated. No such amendment, modification, addition, or deletion shall be effective unless and until such an instrument shall be duly recorded in the Register's Office.

(B) Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition, or deletion of or to these By-laws shall be effective in any respect against Sponsor or the holder of any present mortgage, pledge, lien or security agreement covering any Unsold Unit, unless and until Sponsor 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 sublessee of a Unit Owner, an occupant of a Unit, a member of the Condominium Board, an officer of the Condominium, or otherwise, shall at the expense of any other Person requesting the same, execute, acknowledge and deliver to such other Person such instruments, in addition to those specifically provided for herein, and take such other action as such other Person may reasonably request in order either to effectuate the provisions of these By-laws or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

Section 13.2 *Failure to Deliver or 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 10 days after request therefor, to take any action that such Unit Owner or Person is required to execute, acknowledge and deliver or to take pursuant to these By-laws, then the Condominium Board is hereby authorized, as attorney-in-fact for such Unit Owner or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Unit Owner or Person, and such document or action shall be binding on such Unit Owner or other Person.

(B) If the Condominium Board, any Unit Owner, or other Person that is subject to the terms of these By-laws fails to execute, acknowledge, or deliver any instrument, or fails or refuses, within 10 days after request therefor, to take any action that the Condominium Board, such Unit Owner, or Person is required to execute, acknowledge and deliver or to take pursuant to the By-laws at the request of Sponsor, then Sponsor is hereby authorized, as attorney-in-fact for the Condominium Board, such Unit Owner, or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action, in the name of the Condominium Board, such Unit Owner or other Person, and such document or action shall be binding on the Condominium Board, such Unit Owner, or other Person. The Condominium Board shall not unreasonably withhold or delay its consent or approval with respect to any matter contained in these By-laws which requires the consent or approval of the Condominium Board.

ARTICLE 14
MISCELLANEOUS

Section 14.1 *Inspection of Documents.* Copies of the Declaration, these By-laws, the Rules and Regulations and the Floor Plans, as the same may be amended from time to time, shall be maintained at the office of the Condominium Board and shall be available for inspection by the 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 *Conflict.* 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, assignee or designee 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 or feminine, includes the other one, 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 these By-laws or the intent of any provision hereof.

ARTICLE 15
TAX STATUS AS A HOMEOWNERS ASSOCIATION

As of the time when the Offering Plan is submitted for filing, it appears as though the Condominium will qualify as a "homeowner's association" under Section 528 of the Internal Revenue Code, as amended. As of such time, the following shall apply.

Section 15.1 *General.* The Condominium Board will continue to act to ensure ongoing eligibility for treatment as a "homeowner's association" under Section 528 of the Internal Revenue Code.

Section 15.2 *Organization.* The Condominium is and will be organized and operated to provide for the acquisition, construction, management, maintenance and care of the Property.

Section 15.3 *Inurement.* No part of the Condominium's net earnings shall inure, and the Condominium Board will act in a manner such that no part of such earnings will inure, to the benefit of any private shareholder or individual (other than by acquiring, constructing, or providing management, maintenance, and care of the Property, and other than by rebate of excess membership dues, fees, or assessments).

Section 15.4 *Residential Use.* All of the Units are and will be used by individuals for residences.

SCHEDULE A
ADDENDUM TO THE BY-LAWS
RULES AND REGULATIONS

1. The sidewalks, entrance passages, public halls, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units.

2. No velocipedes, bicycles, roller blades, scooters, or similar vehicle shall be taken into or from the Building through the main entrance, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the public halls, passageways, or other public areas of the Building.

3. All service and delivery persons will be required to use such entrances of the Building as designated by the Condominium Board or the Managing Agent.

4. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed or stored in any of the halls or on any of the staircases of the Building, nor shall any fire exit thereof be obstructed in any manner.

5. No Unit may be used for the storage of any flammable materials or any other materials the storage of which may constitute a building code violation or which will increase the insurance requirements for the Building.

6. No refuse from the Units shall be sent to the service area of the Building, except at such times and in such manner as the Condominium Board or the Managing Agent may direct. Nothing shall be hung or shaken from any doors, windows, or placed upon the window sills, of the Building, and no Unit Owner shall sweep, throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom.

7. There shall be no playing or lounging in the entrances, passages, public halls, vestibules, corridors or stairways of the Building.

8. The Condominium Board or the Managing Agent may, from time to time, curtail or relocate any portion of the Common Elements devoted to storage or service purposes in the Building.

9. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance of the Building or the contents thereof. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any Law. No Unit Owner or any of his Family Members, agents, servants, employees, licensees, or visitors shall, at any

time, bring into or keep in his Unit any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.

10. There shall be no barbecuing in the Units or in the Common Elements.

11. With the exception of Sponsor, 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 Unit or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument or shall operate or permit to be operated a phonograph, radio, television set, or other loudspeaker in such Unit Owner's Unit between midnight and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M.. No construction, repair work, or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 9:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

12. No bird, reptile, or animal shall be permitted, raised, bred, kept, or harbored in, on or about the Building unless, in each instance, the same shall have been expressly permitted in writing by the Condominium Board or the Managing Agent. Any such consent, if given, shall be revocable at any time by the Condominium Board or the Managing Agent in their sole discretion. In no event shall any bird, reptile, or animal be permitted in any of the public portions of the Building, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills or other public portions of the Building or on the sidewalk or street adjacent to the Building.

13. No group tour or exhibition of any Unit or its contents shall be conducted, nor shall any auction or sale be held in any Unit, without the consent of the Condominium Board or the Managing Agent in each instance. In the event that any Unit shall be used for home occupation 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.

14. Unless expressly authorized by the Condominium Board in each instance, not less than 80% of the floor area of each Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting, or equally effective noise reducing material.

15. 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 Condominium Board or the Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any windows of any Unit be colored or painted.

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

17. No radio or television aerial shall be attached to or hung from the exterior of the Building, and no sign, notice, advertisement, or illumination (including, without limitation, "For Sale," "For Lease," or "For Rent" signs) shall be inscribed or exposed on or at any window or other part of the Building, except such as are permitted pursuant to the terms of the Declaration and/or By-laws or shall have been approved in writing by the Condominium Board or the Managing Agent. Nothing shall be projected from any window of a Unit without similar approval.

18. All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

19. Water-closets and other water apparatus in the Building shall not be used for any other purpose other than those for which they were designed, and no sweepings, rubbish, rags or any other article shall be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the owner of such Unit.

20. Each Unit Owner shall keep his Unit in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-laws.

21. The agents of the Condominium Board or the Managing Agent, and any contractor or workman authorized by the Condominium Board or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least 1 day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

22. The Condominium Board or the Managing Agent may retain a pass-key to each Unit. If any lock is altered or a new lock is installed, the Condominium Board or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner is not personally present to open and permit an entry to his 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 Condominium Board or the Managing Agent, then the Condominium Board 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).

23. If any key or keys are entrusted by a Unit Owner, by any Family Member thereof, or by his agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such 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 Condominium Board nor the Managing Agent shall (except as provided in Rule 22 above) be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

24. No occupant of the Building shall send any employee of the Condominium or of the Managing Agent out of the Building on any private business.

25. Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Condominium Board. Further, any such consent or approval may, at the discretion of the Condominium Board or the Managing Agent, be conditional in nature.

26. No Unit Owner shall install any plantings on any balcony or roof without the prior written approval of the Condominium Board. Plantings shall be placed in containers impervious to dampness and standing on supports at least two inches from the balcony or roof surface and, if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the containers to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in containers which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sided to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such balcony or roof but shall stand on supports at least two inches above such surface. No planting shall be permanently affixed to a balcony or roof surface but shall be able to be easily moved. 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 by or damage caused by such plantings. The Condominium Board shall have an easement and a right of access to the balcony and roof deck appurtenant to the Unit to inspect the same and to remove violations therefrom and to install, operate, maintain, repair, alter, build, restore, and replace any of the Common Elements located in, over, under, through, adjacent to, or upon the same.

27. No Unit Owner shall enclose, erect a greenhouse and/or alter the balcony or roof deck appurtenant to a Unit in such a way that alter the conformity of the Building without the prior written consent of the Condominium Board.

28. Complaints regarding the service of the Condominium shall be made in writing to the Condominium Board or to the Managing Agent.

29. Recreational areas on Cellar Level used in conjunction with the apartments directly above may not be used as bedrooms, and may not be rented.

30. Any changes to the cellar layout must be approved by the New York City Department of Buildings.

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EXHIBIT E

TO THE DECLARATION

UNIT POWER OF ATTORNEY

UNIT POWER OF ATTORNEY

Terms used in this Unit Power of Attorney which are used (a) in the declaration (the "Declaration") establishing a plan for the condominium ownership of the premises known as The BELVEDERE XXXII CONDOMINIUM ("Condominium") and by the street number 63 Jackson Street, Brooklyn, New York under Article 9-B of the Real Property Law of the State of New York, dated _____, _____, and recorded in the New York County Office of the Register of the City of New York on _____, _____ in City Register File Number _____, or (b) in the By-laws of The BELVEDERE XXXII CONDOMINIUM ("By-laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Power of Attorney as in the Declaration or the By-laws.

The undersigned, _____, residing at _____, the owner of the Unit ____ (the "Unit") in The BELVEDERE XXXII CONDOMINIUM which is designated and described as Unit No. ____ in the Declaration and also designated as Tax Lot ____ in Block 2742 of the Borough of Brooklyn on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans, do(es) hereby nominate, constitute and appoint the persons who may from time to time constitute the Condominium Board, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Condominium Board or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners, in accordance with such Unit Owners' respective interests in the Common Elements, subject to the provisions of the By-laws then in effect, (1)(a) following due authorization by a majority of Unit Owners, to acquire or lease any Unit, together with its Appurtenant Interests, from any Unit Owner desiring to sell, convey, transfer, assign, surrender or lease the same, (b) to acquire any Unit, together with its Appurtenant Interests, from any Unit Owner who elects to surrender the same pursuant to the By-laws, and (c) following due authorization by a majority of Unit Owners, to acquire any Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, all on such terms and at such price or rental, as the case may be, as said attorneys-in-fact shall deem proper, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, and, after any such acquisition or leasing, to convey, sell, lease, sublease, mortgage or otherwise deal with (but not vote the interest appurtenant thereto) any such Unit so acquired by them, or to sublease any Unit so leased by them without the necessity of further authorization by the Unit Owners, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present, (2) to commence, pursue, appeal, settle and/or terminate administrative and certiorari proceedings to obtain reduced real estate tax assessments with respect to Units, including retaining counsel and taking any other actions which the Condominium Board deems necessary or appropriate, and (3) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Property which the Condominium Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission,

the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Property, or (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Property or the Common Elements which the Condominium Board deems necessary or appropriate.

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

The Undersigned (does) (do) hereby irrevocably nominate, constitute and appoint 63 Jackson St., LLC (hereinafter referred to as "Sponsor") as attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, to amend from time to time the Declaration, 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 in accordance with the Declaration, or (2) shall be required by (a) an Institutional Lender designated by Sponsor to make a mortgage loan secured by a mortgage on any Unit, (b) any governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company selected by Sponsor to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of subdivision (1) or (2) of this paragraph shall not (i) change the Common Interest of the Undersigned's Unit, (ii) require a material, physical modification to the Undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any 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 Sponsor shall cease to own any Unit in the Condominium.

This Power of Attorney shall be irrevocable.

IN WITNESS WHEREOF, the Undersigned has/have executed this Power of Attorney as of the ____ day of _____, _____.

_____

ACKNOWLEDGMENT IN THE STATE OF NEW YORK

STATE OF NEW YORK, COUNTY OF ss.:

On _____ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____

ACKNOWLEDGMENT OUTSIDE NEW YORK STATE

STATE OF , COUNTY OF ss.:

On _____ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of_____, County of _____ and State of _____

_____

ATTORNEY'S INCOME TAX OPINION

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MARIA CHRISTINE BIELESZ
Attorney At Law
500 Fifth Avenue, Suite 1610
New York, N.Y. 10110

Tel.: (212) 944-5104 Fax: (212) 944-8720

October 2, 2009

63 JACKSON ST., LLC
60-43 Maspeth Avenue
Maspeth, N.Y. 11378

Re: Offering Plan for the sale of the Condominium Units in Belvedere XXXII Condominium, 63 Jackson Street, Brooklyn, New York 11211

Dear Sirs/Madames:

You have requested that this office provide our opinion to you regarding certain tax aspects of the Belvedere XXXII Condominium, located in Brooklyn, New York. You have specifically requested our opinion concerning the:

a) Federal and New York State income tax deductibility of mortgage interest and real estate taxes paid by Unit Owners who have purchased a Unit in the above referenced Condominium pursuant to the Offering Plan, and,
b) Tax consequences to the Condominium resulting from the collection of assessments from Unit Owners.

The documents that we have reviewed are the Plan and Declaration of Condominium, Article 9-B of the Real Property Law of the State of New York, relevant sections of the Internal Revenue Code of 1986, as amended, with the regulations and rules thereunder, and any judicial interpretations thereof, and the New York State Tax Law.

Deductibility of Interest and Taxes

In our opinion under present law, subject to the limitations discussed in the following paragraph, interest on a mortgage secured by a Unit paid or accrued by owner of such Unit who is liable for the interest payment on such mortgage and who uses the Unit exclusively as his personal residence will be deductible for federal income tax purposes in the appropriate year according to his method of accounting, provided that he itemize his deductions. In rendering this opinion we assume

that such interest is not prepaid, that the mortgage proceeds were used by the Unit Owner to purchase the Unit, that the Unit is the owner's principal residence and that the Unit Owner is an individual.

Under the Tax Reform Act of 1986, as amended by the Revenue Act of 1987, limitations are placed on the deductibility of residential interest, subject to phase-in rules. Such interest is deductible if paid or accrued during the taxable year on indebtedness which is secured by either the taxpayer's principal residence, as defined for purposes of exclusion of gain on sale under Internal Revenue Code Section121, or on certain designated second homes. However, a ceiling is placed on the amount of indebtedness which may be taken into account for the purposes of this deduction. In general, with respect to indebtedness incurred in purchasing a Unit, this ceiling is $1,000,000, or $500,000 in the case of a married individual filing a separate return. In addition, an individual may deduct interest on an additional $100,000 of indebtedness in excess of the $1,000,000 limit mentioned above secured by primary or secondary residence.

Each individual Unit Owner of the Condominium may also deduct for both Federal and New York State income tax purposes all real estate taxes assessed against the Unit and paid by him or her in the year in which such taxes were paid. Each Unit Owner seeking the deduction must use the Unit as his or her principal residence or specifically selected secondary residence and itemize deductions on his or her income tax return.

For purposes of the Federal alternative minimum tax, under present tax laws and regulations, Unit Owners (a) will not be entitled to deduct real estate taxes paid or accrued with respect to such Unit Owner's Unit, and (b) will be allowed to deduct interest on (1) any indebtedness which is incurred in acquiring, constructing or substantially rehabilitating such Unit Owner's Unit provided that the Unit is his or her primary residence or specifically stated secondary residence (known as "qualified housing indebtedness"), and (2) a refinancing of qualified housing indebtedness to the extent such refinancing does not exceed the amount of the refinanced qualified housing indebtedness immediately before the refinancing.

Any person who purchases a Unit for use in a trade or business will be entitled, under present tax laws and regulations, to deduct from gross income for Federal Tax purposes (a) real estate taxes assessed against such owner's Unit, and (b) interest on indebtedness incurred or continued in connection with the conduct of such trade or business, subject, however, to the limitations of Section 469 of the Code relating to "passive activity" losses and Section 465 of the Code relating to the "at risk" rules. The foregoing expenses will be deductible when paid or accrued by the Unit Owner in accordance with such owner's method of accounting.

New York State also imposes a minimum tax based on certain Federal tax preference items, including "adjusted itemized deductions." See Sections 601-A and 622 of the Tax Law of the State of New York.

Tax Consequences Regarding Common Charges

Section 528 of the Internal Revenue Code of 1986, as amended, governs taxability of condominiums. Said Section provides that a condominium management association may elect to be exempt from Federal income tax assessments collected from Unit Owners. The management association must make its election to have Section 528 apply for the taxable year of the association. Said election may be made by filing U.S. Income Tax Return for Homeowners Associations within the time provided for filing Federal income tax returns (including any extensions of time) for the year in which the election is made.

In order to be exempt from the Federal income taxation on assessments, Section 528 proscribes condominium associations certain requirements. First, the association must be organized and operated to provide for the acquisition, construction, management, maintenance and care of association property. Second, at least 60% of the association's gross income must consist of dues, fees or assessments from Residential Unit Owners. This is defined as "exempt function income." Third, at least 90% of the association's expenses must be for acquisition, construction, management, maintenance and care of the association's property. Fourth, no part of the new earnings can inure to the benefit of individuals. And fifth, at least 85% of the square footage of the building must be devoted to residential use.

A condominium meeting the above five requirements, and making a timely election for exemption from Federal income tax would only be taxed on the amount that its non-exempt function income exceeds the amount of allowable deductions which are directly connected to the production of such income. It is the opinion of this office that the Board of Managers of Belvedere XXXII Condominium will meet the above requirements of Section 528, and the receipts from the Unit Owners which qualify as dues and assessments will be considered "exempt function income" for the taxable year of the association.

In our opinion, the Condominium will be eligible for tax-exempt status, if it elects such status, and Unit Owners will be entitled to income tax deductions (or the Unit Owners will be eligible for the real estate tax benefits described above). However, this opinion is not a guarantee. Our office strongly urges each individual contemplating the purchase of a Unit in Belvedere XXXII Condominium to consult his or her own tax advisor as to all tax matters relating to the purchase and ownership of a Unit in the Condominium (including the opinions expressed in this letter). This opinion is based on existing rules, regulations, and existing rules of law applied to the facts and documents referred to in this letter. No assurances can be given that the tax laws upon which counsel bases this opinion will not change. In no event will the sponsor, sponsor's counsel, the Board of Managers of the Condominium, the selling agent or any other person be liable if there are any changes in the applicable statutes, regulations, decisional law of Internal Revenue Service rulings on which counsel relied which cause the Condominium to cease to meet the requirements of Section 528 of the Internal Revenue Code of 1986, as amended, of the New York State Tax Law, as amended, and cause Unit Owners not to be entitled to income deductions (or which cause Unit

Owners not to be or to cease to be entitled to the benefits or the level or duration of benefits described above).

Very truly yours,

Maria Christine Bielesz

ATTORNEY'S 421-A REAL ESTATE TAX EXEMPTION BENEFITS OPINION

MOSESON & ASSOCIATES
769 Empire Avenue
Far Rockaway, NY 11691

Telephone (718) 327-5779
Fax (718) 327-5737

June 29, 2009

63 Jackson St., LLC
Krzystov Rostek
60-43 Maspeth Avenue
Maspeth, New York 112378

RE: eight units at 63 Jackson Street, Brooklyn
Block: 2742 Lot: 34

Dear Sir:

You have requested me to advise you with respect to the applicability of The City of New York's program for partial real estate tax exemption under Section 421-a of the Real Property Tax Law and the procedure therefore.

You and your architect have represented to us that:

1. You have commenced construction on the site of the building based on approved new building permit issued by the Department of Buildings of the City of New York before June 31, 2008.

2. Upon completion of construction, the Building will be classified as multiple dwelling pursuant to the Multiple Dwelling Law.

3. The Site was unimproved 36 months prior to the commencement of construction (as defined in the site requirements of section 2.5(1) (a) of the Regulations).

4. The building will be substantially used for dwelling purposes for a period of at least fifteen years following its completion.

5. Construction of the building will be completed on or before June. 31, 2010.

6. An application for Preliminary Certificate of Eligibility will be filed with HPD upon start of construction.

7. Upon completion, the project will consist of a condominium consisting of eight residential units.

CONCLUSION

Based solely on these representations, and if (i) the building is constructed substantially in accordance with the plans and specifications approved by the New York City Department of Buildings and comply with the requirements of section 421-a, the Regulations and HPD, and HPD is notified of any modifications to the plans for the building or the "sell-out" price; (ii) HPD determines that the property was "underutilized" (pursuant to the provisions of Section 421-a) 36 months prior to commencement of construction; (iii) a preliminary Certificate of Eligibility is issued by HPD after commencement of construction and prior to the issuance of a temporary Certificate of Occupancy; (iv) temporary Certificates of Occupancy for all of the residential areas of the building or permanent Certificates of Occupancy for the building is issued and filed with HPD no later than six months after an application for a Final Certificate of Eligibility is filed with HPD, or prior to June 31, 2010 which ever is earlier; (v) a copy of such Final Certification and of the temporary or permanent Certificate of Occupancy for the residential units is filed with the New York City Department of Finance succeeding the issuance of such Final Certificate of Eligibility; and (vi) there is no change in Section 421-a, the Regulations and decisional law, the Building would appear to be eligible for the partial real estate tax exemption prided under Section 421-a.

The units of the condominium should be entitled to Section 421-a tax benefits under present law. Generally, for predominantly residential buildings, under section 421-a, 100% of the increased assessed value of the property resulting from the improvement thereon (i.e., the assessed value above the pre-construction assessed value) is exempt from taxation during construction and during the ten (10) years following the first taxable status date immediately following completion of construction. The exemption declines to 80% of the increased assessed value for the eleventh (11) year and is further reduced by an additional 20% for each of the succeeding years. Following the 15-year period, the Unit Owners will pay real state taxes based on the full assessed valuation of their Units and the tax rate then in effect, without the benefit of any exemption.

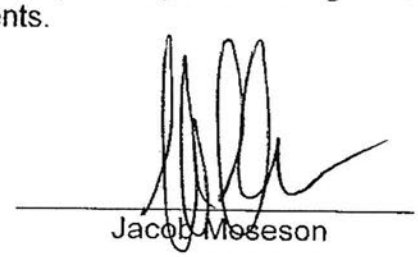
The total assessed value of the property (i.e., the aggregate assessment of all units) following completion of construction is estimated to be approximately 800,000. Using the foregoing estimate of assessed value upon completion, assuming completion to be on or before June 31, 2010 and assuming the tax rate remains the same as the current rate (i.e., $13.053 per $100 of assessed value) during the 15 year abatement period and upon completion of construction, and using a pre-construction assessed value of the property of 10,574.00, then upon completion of the 15 year tax abatement the real estate taxes will be approximately $104,424.00. You are advised that this projection is an estimate as it is unlikely that the post-

construction assessed value or tax rate will remain constant for the 15- year Section 421-a exemption period. Thus, the actual assessment and real estate tax for each Unit may be more or less than the Unit's proportionate share of the total assessment and tax amount shown. If any of the foregoing requirements or conditions, however, should not be met to the satisfaction of HPD, or if any of the foregoing representations should prove to be inaccurate, then, unless the Regulations are modified to remove or change any requirement or condition that is not met, the buildings would not qualify for the partial real estate tax exemption provided under Section 421-a.

We have been retained by you to undertake the procedures outlined in this letter and consent to the inclusion of this letter in any offering plan with respect to the project. We make no representations and express no opinion as to whether or not any or all of the requirements and conditions set forth herein will be fulfilled.

Although the estimate of the post-construction Actual Assessed Valuation is a good faith estimate, it is not possible to estimate it with any degree of certainty, and thus such assessed valuation when actually made, may be lesser or greater than as estimated. In no event will my firm, the Sponsor, the Sponsors' counsel, the Condominium Board or any other person be liable if the assessed valuation when actually made, is lesser or greater than predicted if the Administrative Code and the applicable rules and regulations of the City of New York are in the future changed or if the facts as represented to my firm prove to be untrue.

As president of Moseson & Associates a real estate tax consulting firm, I have represented homeowners, real estate developers, attorneys, and corporations since 1983 in the dealings with the NYC Department of Housing Preservation and Development. I specialize primarily in obtaining Section 421a, 421b, ICIP, & J51 tax abatements for my clients.



Jacob Moseson

UNIT OWNER'S SPECIMEN TITLE POLICY

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Fidelity National Title Insurance Company

Policy Number: SPECIMEN

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (6/17/06)

WITH NEW YORK COVERAGE ENDORSEMENT APPENDED

Issued by

Fidelity National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a California corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.

7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.

8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

9. Title being vested other than as stated in Schedule A or being defective

   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or

   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
   (i) to be timely, or
   (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by it duly authorized officers.

Fidelity National Title Insurance Company



By: _____

ATTEST _____ President

_____ Secretary

Countersigned: SPECIMEN

_____

Authorized Signature

SCHEDULE A

Policy Number: NONE

Amount of Insurance: NONE

Date of Policy: NONE

1. Name of Insured:

   JOHN BUYER AND MARY BUYER, HIS WIFE

2. The Estate or interest in the land which is encumbered by the insured mortgage is:

   FEE SIMPLE

3. Title to the estate or interest in the land is vested in:

   JOHN BUYER and MARY BUYER, His wife who acquired title by deed from 63 Jackson St., LLC by deed dated_____ and to be recorded in the Office of the register of the County of Kings.

4. The insured mortgage and assignments thereof, if any, are described as follows:

   NONE

5. The land referred to in this policy is described herein.

NOTE:
THIS IS A PRO FORMA POLICY. IT DOES NOT REFLECT THE PRESENT STATE OF THE TITLE AND IS NOT A COMMITMENT TO (i) INSURE THE TITLE OR (ii) ISSUE ANY OF THE ATTACHED ENDORSEMENTS. ANY SUCH COMMITMENT MUST BE AN EXPRESS WRITTEN UNDERTAKING ON APPROPRIATE FORMS OF THE COMPANY.

SCHEDULE A-1

DESCRIPTION

The Unit known as _____, in the Condominium known as The 1766 Condominium in the State of New York designated and described as Unit No._____ in the Declaration establishing a plan for condominium ownership of said building and the land on which it is erected under The Condominium Act of The State of New York (Article 9B of the real Property law of The State of New York, as amended), dated_____, recorded in The Office of the City Registers, County of Kings as CRFN_____, and designated as Tax Lot ____ in Block ___, Section ____ on the Tax map of The City of New York, Borough of Brooklyn, and on the floor plans of the building filed in the Office of the City Register, County of Kings on _____, as Condominium Plan No._____; the land on which the building is located is described as follows:

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

BEGINNING at a point on the northerly side of Jackson Street distant 150 feet easterly from the corner formed by the intersection of the northerly side of Jackson Street, with the easterly side of Lorimer Street;

RUNNING THENCE northerly and parallel with Lorimer Street, 100 feet;

THENCE easterly and parallel with Jackson Street, 25 feet;

THENCE southerly and again parallel with Lorimer Street, 100 feet, to the northerly side of Jackson Street; and

THENCE westerly along the northerly side of Jackson Street, 25 feet, to the point or place of BEGINNING.

TOGETHER with an undivided_____ percent interest in the common elements of the property described in the Declaration aforesaid.

TOGETHER with the benefits and SUBJECT to the burdens of the provisions of The Declaration of Condominium and of The By-Laws of The Condominium recorded in the Office of the city Register, County of Kings on_____ as CRFN_____, as the same may be amended from time to time by instruments recorded in the Register's office, aforementioned, which shall constitute covenants running with the land and shall bind any person having at any time any interest or estate in the Unit.

SCHEDULE B

Title No. NONE

EXCEPTIONS FROM COVERAGE

This Policy does not insure against loss or damage (and the Company will not pay costs, attorney's fee or expenses) which arise by reason of:

PART I

1. Any state of facts an accurate survey would show.

2. Rights of tenants or parties in possession, if any.

3. "Terms and conditions set forth in the Declaration of Condominium and By Laws, dated, _____ and recorded in the Register's Office, Kings County as CRFN_____; but this policy insures against loss or damage occasioned by the premises not being a part of a condominium validly created pursuant to Article 9-B of the Real Property Law of the State of New York, as amended."

4. With respect to the Unit which is insured hereunder, the policy insures any encroachment of a portion of the Unit structure upon other unites or upon the common elements may remain undisturbed as long as same shall stand.

5. Mortgage, if any, made by the Insured to XYZ Bank, dated_____ in the amount of $_____ , recorded in the Office of the Register, Kings County.

Note: If there are matters which affect the title to the estate or interest in the land described in Schedule A-1, but which are subordinate to the lien of the insured mortgage, see Part II of Schedule B.

EXCLUSIONS FROM COVERAGE

SPECIMEN

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection;
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters :
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
(d) "Insured": The Insured named in Schedule A.
   (i) The term "Insured" also includes
      (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
      (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
      (C) successors to an Insured by its conversion to another kind of Entity;
      (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
         (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
         (2) if the grantee wholly owns the named Insured,
         (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
         (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
   (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
(e) "Insured Claimant": An Insured claiming loss or damage.
(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
(g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
(j) "Title": The estate or interest described in Schedule A.
(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that

SPECIMEN

not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.
Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at

Fidelity National Title Company
Attn: Claims Department
P.O. Box 45023
Jacksonville, Florida 32232-5023

SPECIMEN

FORM W-8
(CERTIFICATION OF FOREIGN STATUS)

Form **W-8BEN**
(Rev. December 2000)
Department of the Treasury
Internal Revenue Service

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding

▶ Section references are to the Internal Revenue Code. ▶ See separate instructions.
▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

Do not use this form for: **Instead, use Form:**

- A U.S. citizen or other U.S. person, including a resident alien individual W-9
- A person claiming an exemption from U.S. withholding on income effectively connected with the conduct of a trade or business in the United States W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (see instructions for exceptions) . . . . . W-8ECI or W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession that received effectively connected income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (see instructions) . . . . . W-8ECI or W-8EXP

Note: *These entities should use Form W-8BEN if they are claiming treaty benefits or are providing the form only to claim they are a foreign person exempt from backup withholding.*

- A person acting as an intermediary W-8IMY

Note: *See instructions for additional exceptions.*

Part I Identification of Beneficial Owner (See instructions.)

1 Name of individual or organization that is the beneficial owner

2 Country of incorporation or organization

3 Type of beneficial owner: ☐ Individual ☐ Corporation ☐ Disregarded entity ☐ Partnership ☐ Simple trust ☐ Grantor trust ☐ Complex trust ☐ Estate ☐ Government ☐ International organization ☐ Central bank of issue ☐ Tax-exempt organization ☐ Private foundation

4 Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address.**

City or town, state or province. Include postal code where appropriate.

Country (do not abbreviate)

5 Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.

Country (do not abbreviate)

6 U.S. taxpayer identification number, if required (see instructions) ☐ SSN or ITIN ☐ EIN

7 Foreign tax identifying number, if any (optional)

8 Reference number(s) (see instructions)

Part II Claim of Tax Treaty Benefits (if applicable)

9 **I certify that (check all that apply):**

a ☐ The beneficial owner is a resident of ..... within the meaning of the income tax treaty between the United States and that country.

b ☐ If required, the U.S. taxpayer identification number is stated on line 6 (see instructions).

c ☐ The beneficial owner is not an individual, derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits (see instructions).

d ☐ The beneficial owner is not an individual, is claiming treaty benefits for dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation, and meets qualified resident status (see instructions).

e ☐ The beneficial owner is related to the person obligated to pay the income within the meaning of section 267(b) or 707(b), and will file Form 8833 if the amount subject to withholding received during a calendar year exceeds, in the aggregate, $500,000.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article ..... of the treaty identified on line 9a above to claim a ..... % rate of withholding on (specify type of income): .....

Explain the reasons the beneficial owner meets the terms of the treaty article: .....

Part III Notional Principal Contracts

11 ☐ I have provided or will provide a statement that identifies those notional principal contracts from which the income is **not** effectively connected with the conduct of a trade or business in the United States. I agree to update this statement as required.

Part IV Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the beneficial owner (or am authorized to sign for the beneficial owner) of all the income to which this form relates,
- The beneficial owner is not a U.S. person,
- The income to which this form relates is not effectively connected with the conduct of a trade or business in the United States or is effectively connected but is not subject to tax under an income tax treaty, and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner.

Sign Here ▶ ..... Signature of beneficial owner (or individual authorized to sign for beneficial owner) | Date (MM-DD-YYYY) | Capacity in which acting

FORM W-9 (REQUEST FOR TAXPAYER IDENTIFICATION NUMBER)

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Note: *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item **2** does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515,** Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

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

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 downpayments 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 downpayment.
____ forfeiture of downpayment.
____ 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 downpayments are maintained in an escrow account:

(a) Name of account:

_____

(b) Name and address of bank:

_____

(c) Account number (if known):

_____

(d) Initial interest rate (if known):

_____

10. If downpayments have been secured by bonds:

(a) Name and address of Surety Bond Issuer or Surety:

_____

_____

_____

(b) Copy of bond included in this Application. (DO NOT SEND ORIGINAL BOND.) If not included, explain:

_____

_____

_____

_____

11. If downpayments have been secured by a Letter of Credit:

(a) Name and address of bank which issued the Letter of Credit:

_____

_____

_____

(b) Date of Expiration of the Letter of Credit, if known:

_____

12. Plan information:

(a) Date of filing of plan _____

(b) Plan: ____ has been declared effective.

Approximate date:_____

____ has not been declared effective.

(c) If effective, the plan: ____ has closed or the first unit has closed.

Approximate date:_____

____ has not closed.

____ don't know.

(d) Downpayments are secured by: ____ escrow account.

____ bonds.

____ Letter of Credit.

13. Contract information:

(a) Copy of contract and of all riders or modification letters are attached. (DO NOT SEND ORIGINALS.)

(b) Date on which subscription or purchase agreement was signed:

_____

(c) Date(s) of downpayment(s):

_____

(d) Total amount of downpayment(s):

_____

(e) Names and addresses of subscribers or purchasers affected by this Application:

_____

_____

_____

_____

_____

_____

14. State the basis for your claim. Please be as specific as possible. You may add additional sheets. Attach copies of any relevant documents.

_____

_____

_____

_____

_____

_____

_____

_____

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: _____

_____

_____

PART 20: ESCROW AGREEMENT

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PART 20: ESCROW AGREEMENT FOR OFFERING PLAN

AGREEMENT made as of the Filing Date of the Offering Plan (defined below), between 63 Jackson St., LLC ("SPONSOR") as SPONSOR of the Offering Plan and Maria C. Bielesz, Esq., ("ESCROW AGENT") as escrow agent.

WHEREAS, SPONSOR is the SPONSOR of an offering plan for premises known as and located at 63 Jackson Street, Brooklyn, New York ("Offering Plan"); and

WHEREAS, Maria C. Bielesz, Esq., is authorized to act as an escrow agent hereunder in accordance with the General Business Law ("GBL") Sections 352-e(2-b) and 352-h 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 or subscribers, pursuant to the terms of this Agreement and the Offering Plan.

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 ESCROW AGENT will establish a master escrow account for the purposes of holding deposits, down payments, advances or payments ("Deposits") made by purchasers or subscribers ("Purchasers") pursuant to the Offering Plan at a commercial or savings bank located in New York City entitled Maria C. Bielesz, Esq., ("Master Escrow Account").

1.2 All Deposits will be placed initially in a non-interest bearing checking portion of the Master Escrow Account. If ESCROW AGENT receives a completed and signed Form W-9 (Request for Taxpayer Identification Number) or Form W-8 (Certificate of Foreign Status), as applicable, from a Purchaser at the time the Deposit is delivered to ESCROW AGENT, the Deposit of such Purchaser will be promptly transferred from the non-interest bearing checking portion of the Master Escrow Account into an individual interest-bearing sub-escrow account in the name of such Purchaser. At such time as the Deposit is released, the Deposit will be transferred from the individual sub-escrow savings account to the non-interest bearing checking portion of the Master Escrow Account so that checks may be drawn thereon.

1.3 Partners in ESCROW AGENT are the sole signatories on the Master Escrow Account.

1.4 The Master Escrow Account is not an IOLA account established pursuant to the Judiciary Law Section 497.

1.5 All interest will be credited to Purchaser at such time as: (i) there is a closing under the Contract of Sale (defined below), or (ii) Purchaser is entitled to a return of the Deposit. All interest will be credited to SPONSOR only in the event there is a "consummation of the Offering Plan" (as such term is defined in the Attorney General's regulations) and Purchaser defaults.

2. DEPOSITS INTO THE ESCROW ACCOUNT.

2.1 All funds received from 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 into the Master Escrow Account. All instruments to be deposited into the Master Escrow Account shall be made payable directly to the order of "Maria C. Bielesz, Esq., as Escrow Agent." Endorsed instruments will not be accepted. Any instrument payable other than as required hereby, and which cannot be deposited into the Master Escrow Account, shall be returned to the Purchaser promptly, but in no event more than five (5) business days following receipt of such instrument by ESCROW AGENT. In the event of such return of funds, the instrument shall be deemed not to have been delivered to ESCROW AGENT pursuant to the terms of this Agreement.

2.2 Within ten (10) business days after tender of the Deposit submitted with the Purchase Agreement or subscription agreement ("Contract of Sale"), and a fully executed Contract is returned to the Purchaser, ESCROW AGENT shall notify the Purchaser of the deposit of such funds in the Master Escrow Account, 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 Contract of Sale 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 Deposit was timely deposited in accordance with the Attorney General's regulations and requisite notice was timely mailed to the Purchaser.

3. RELEASE OF FUNDS.

3.1 ESCROW AGENT shall not release the Deposit of a defaulting Purchaser until after consummation of the Offering Plan. Consummation of the Offering Plan shall not relieve SPONSOR of its fiduciary obligations pursuant to GBL Section 352-h.

3.2 ESCROW AGENT shall continue to hold the Deposit 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 escrow funds.

3.3 SPONSOR shall not object and will be deemed to have agreed, without the need for a written agreement, to the release of the Deposit to: (a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Offering Plan or an amendment to the Offering Plan, or (b) all Purchasers after an amendment abandoning the Offering Plan is accepted for filing by the Department of Law.

3.4 In the event SPONSOR and a Purchaser close title under the Contract of Sale, ESCROW AGENT shall be entitled to release the Deposit to SPONSOR without the need for a written agreement from Purchaser.

3.5 Except as otherwise set forth above, if there is no written agreement between the parties to release the Deposit, 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 Deposit 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 ESCROW AGENT has received notice from the Purchaser in accordance with such provisions.

4. RECORD KEEPING.

4.1 ESCROW AGENT shall maintain all records concerning the Master Escrow Account for seven (7) years after release of the funds.

4.2 Upon the dissolution of ESCROW AGENT, the former partners 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 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 Master Escrow Account under its direct supervision and control.

5.2 A fiduciary relationship shall exist between ESCROW AGENT and Purchasers, and ESCROW AGENT acknowledges its fiduciary obligations.

5.3 ESCROW AGENT shall not be liable to SPONSOR for any error in judgment, mistake of fact or Law or for any act or omission on ESCROW AGENT's part, including, without limitation, any act or omission which permits a Purchaser to rescind a Contract of Sale, unless taken or suffered in bad faith or in willful disregard of this Agreement or involving gross negligence on the part of ESCROW AGENT.

5.4 ESCROW AGENT shall be permitted to act as counsel for SPONSOR in any dispute as to the disbursement of the Deposit or any other dispute between

SPONSOR and a Purchaser, whether or not ESCROW AGENT is in possession of the Deposit and continues to act as ESCROW AGENT.

5.5 ESCROW AGENT may rely upon any paper or document which may be submitted to it in connection with its duties under this Agreement, and which is believed by ESCROW AGENT to be genuine and to have been signed or presented by the proper party or parties, and shall have no liability or responsibility with respect to the form, execution or validity thereof.

5.6 ESCROW AGENT may consult with legal counsel selected by it, and the option of such counsel shall be full and complete authorization and protection to ESCROW AGENT in respect of any action taken or omitted in good faith by ESCROW AGENT hereunder in accordance with the opinion of such counsel.

5.7 The provisions of paragraphs 5.5 and 5.6 shall apply only to SPONSOR, and nothing contained therein shall be in derogation of the rights of a Purchaser under Article 23-A of the General Business Law.

6. RESPONSIBILITIES OF SPONSOR.

6.1 SPONSOR agrees that SPONSOR and its agents, including any Selling Agents, shall deliver all Deposits received by them prior to closing of an individual transaction to a designated attorney who is a partner of or attorney or legal assistant employed by ESCROW AGENT within two (2) business days of tender of the Deposit by a Purchaser, using such transmittal forms as required by ESCROW AGENT from time to time.

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 SPONSOR shall obtain, or cause the Selling Agent under the Offering Plan to obtain, a completed and signed Form W-9 or W-8, as applicable, from each Purchaser and deliver such form to ESCROW AGENT together with the Deposit and Contract of Sale.

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 to the Offering Plan 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. Such resignation shall take effect on the date set forth in the notice

from ESCROW AGENT, except such resignation shall take effect only upon the filing of an amendment to the Offering Plan with the Department of Law providing for a successor escrow agent with respect to Deposits held in the Master Escrow Account on the date of such resignation; or

(c) All units offered by SPONSOR pursuant to the Offering Plan have been sold, and no Deposits of Purchasers from SPONSOR remain in the Master Escrow Account.

7.2 Upon termination of the duties of ESCROW AGENT as described in paragraph 7.1 (a) or (b) above, ESCROW AGENT shall deliver any and all funds held by ESCROW AGENT in escrow and any and all contracts or documents maintained by ESCROW AGENT relating to such funds to the new escrow agent.

8. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon SPONSOR and ESCROW AGENT and their respective successors and assigns.

9. GOVERNING LAW.

This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

10. ESCROW AGENT'S COMPENSATION.

SPONSOR agrees to pay ESCROW AGENT for services rendered by its attorneys and paralegal and expenses incurred by ESCROW AGENT in connection with this Agreement, including, without limitation, disputes arising with respect to the Deposit. SPONSOR shall not be charged with any administrative costs for maintenance of the Master Escrow Account. ESCROW AGENT's fees and disbursements shall neither be paid by SPONSOR from the Deposit nor deducted from the Deposit by any financial institution under any circumstance.

11. SEVERABILITY.

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. INDEMNIFICATION.

SPONSOR agrees to defend, indemnify and hold ESCROW AGENT harmless from and against all costs, claims, expenses and damages incurred in connection with or arising out of this Agreement or the performance or non-performance of ESCROW AGENT's duties under this Agreement, except with respect to actions or omissions taken

or suffered by ESCROW AGENT in bad faith or in willful disregard of this Agreement or involving gross negligence of ESCROW AGENT. This indemnity includes, without limitation, disbursements and attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by ESCROW AGENT to itself.

13. ALTERNATE SECURITY.

In the event SPONSOR is authorized by the Department of Law to post a Letter of Credit or Surety Bond as alternate security to secure all or a portion of the Deposits, ESCROW AGENT agrees to be the beneficiary of the Letter of Credit or Surety Bond and to act as fiduciary with respect to such Letter of Credit or Surety Bond for the benefit of Purchasers under the Offering Plan, whose Deposits were released from escrow in accordance with the 'Escrow and Trust Fund' section of the Offering Plan or an amendment to the Offering Plan.

14. ENTIRE AGREEMENT.

This Agreement, read together with GBL Sections 352-e(2-b) and 352-h and the Attorney General's regulations, constitutes the entire agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Undersigned (has)(have) executed this Agreement as of the day and year first written above.

SPONSOR

63 Jackson St., LLC

By: _____
Krzysztof Rostek, Managing Member

By: _____
Ernesto Cuoco, Managing Member

ESCROW AGENT

_____
Maria C. Bielesz, Esq.

CERTIFICATION OF SPONSOR AND PRINCIPALS

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CERTIFICATION OF SPONSOR AND SPONSOR'S PRINCIPALS

July 23, 2009

New York State Department of Law
Real Estate Financing Bureau 120
Broadway
New York, NY 10271

Re: Belvedere XXXII Condominium
63 Jackson Street Brooklyn, New York

The undersigned jointly and severally certify:

We are the sponsor and the principals of the sponsor of the Condominium Offering Plan for the above captioned property. We understand that we have primary responsibility for compliance witch the provisions of Article 23 - A of the General Business Law, the regulations promulgated by the Department of Law in Part 20 and other laws and regulations as may be applicable.

We have read the entire offering plan. We have investigated the facts set forth in the offering plan and the underlying facts. We have exercised due diligence to form a basis for this certification. We jointly and severally certify that the offering plan does, and that documents submitted hereafter by us which amend or supplement the offering plan will:

(i) set forth the detailed terms of the transactions and be complete, current and accurate;

(ii) afford potential investor, purchasers and participants and adequate basis upon which to found their judgment;

(iii) not omit any material fact;

(iv) not contain any untrue statement of material fact;

(v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;

(vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) not contain any representation or statement which is false, where we:
(a) knew the truth;
(b) with reasonable effort could have know the truth;
(c) made no reasonable effort to ascertain the truth; or
(d) did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

SPONSOR:
By: 63 Jackson St., LLC

By: Krzysztof Rostek, Managing Member

By: Ernesto Cuoco, Managing Member

PRINCIPAL OF SPONSOR

Krzysztof Rostek

Ernesto Cuoco

Sworn to before me this
23rd day of July, 2009

Notary Public

MICHAEL BOGUN
Notary Public, State of New York
No. 01BO6120059
Qualified in Queens County
Commission Expires Dec. 13, 2012

CERTIFICATION OF LICENSED ARCHITECT

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CERTIFICATION OF LICENSED REGISTERED ARCHITECT

January 5th, 2010

Re: **Belvedere XXXII Condominium**
63 Jackson Street
Brooklyn, New York 11222

Dear Sir/Madam:

The sponsor of the offering plan to convert the above captioned property to condominium ownership retained me to prepare a Report, a copy of which is intended to be incorporated in the Offering Plan, so that the prospective purchasers may rely on the report, describing the construction and/or renovation of the property, (the "Report").
I visually inspected existing portions of the property on August 28th, 2009 and I examined the building plans and specifications that were prepared by Wieslawa Jasiulewicz Majran, Licensed Registered Architect dated March 13th, 2009 and prepared the Report dated September 21st, 2009.

I am a registered architect in the State in which the property is located.

I understated that I am responsible for complying with Article 23-A of the General Business Law and the regulation promulgated by the Department of Law in Part 20 insofar as they are applicable to this Report.

I have read the entire report and investigated the facts set forth 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 at 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 that construction is in accordance with he 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 my fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain: any representation or statement which is false, where I:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

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.



Wieslawa Jasiulewicz Majran
NYS License No. 031253
[illegible] Street, Ste 8206
Glendale, NY 11385

Sworn to before me
this 13th day of JANUARY 2010

Notary Public

ANNA JASOWICZ
Notary Public, State of New York
NO. 01JA6042215
Qualified in Queens County
Commission Expires Mar. 23, 2010

CERTIFICATION OF BUDGET EXPERT

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CERTIFICATION OF SPONSOR'S EXPERT CONCERNING ADEQUACY OF BUDGET

August 19, 2009

New York State Department of Law
Real Estate Financing Bureau
120 Broadway
New York, NY 10271

Re: Belvedere XXXII Condominium
63 Jackson Street
Brooklyn, NY 11211

The undersigned, a licensed real estate broker, certifies as follows:

The sponsor of the offering plan for the above captioned property retained me to review or prepare Schedule B and B1 containing projections of income and expenses for the first year of condominium operation. My experience in this field includes management, sales, and rentals of residential and commercial properties including Cooperatives and Condominiums. I have managed 7 buildings for over 14 years. I am also active in the sale of cooperative and condominium apartments. I am licensed as a real estate broker in New York State.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to Schedule B and B1.

I have reviewed the Schedules and investigated the facts set forth in the Schedules and the facts underlying them with due diligence in order to form a basis for this certification. I have also relied on my experience in managing residential buildings.

I certify that the projections in Schedules B and B1 appear reasonable and adequate under existing circumstances, and that the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operations.

I certify that the Schedules:

(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 fact;

(iv) does not contain any untrue statement of a material fact;

(v) does not contain any fraud, deception, concealment, or suppression;

(vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;

(vii) does not contain any representation or statement which is false, where I:

(a) knew the truth;

(b) with reasonable effort could have known the truth;

(c) made no reasonable effort to ascertain the truth; or

(d) did not have knowledge concerning the representation or statement made.

I further certify that I am not owned or controlled by the sponsor. I understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of condominium operation. This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made.

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

John O'Kane

O'Kane Realty
72-01 Grand Ave.,
Maspeth, NY 11378
Tel. (718) 779-1111

Sworn to before me this
19th of August, 2009

Notary Public

MICHAEL BOGUN
Notary Public, State of New York
No. 01BO6120059
Qualified in Queens County
Commission Expires Dec. 13, 2012

REAL PROPERTY LAW SECTION 339-kk

Mckinney's Consolidated Laws of New York Annotated Currentness
Real Property Law (Refs & Annos)
Chapter 50 Of the Consolidated Laws
Article 9-B. Condominium Act (Refs & Annos)

§ 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.

GENERAL BUSINESS LAW SECTION 777-a

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McKinney's General Business Law § 777-a

Mckinney's Consolidated Laws of New York Annotated

General Business Law (Refs & Annos)

Chapter 20. Of the Consolidated Laws

Article 36-B. Warranties on Sale of New Homes (Refs & Annos)

§ 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.