
CONDOMINIUM OFFERING PLAN
THE 271 MCDONALD AVENUE CONDOMINIUM

A PLAN FOR CONDOMINIUM OWNERSHIP OF
PREMISES KNOWN AS
271 MCDONALD AVENUE
COUNTY OF KINGS, CITY OF NEW YORK
BROOKLYN, NEW YORK 11218

NUMBER OF UNITS	AMOUNT OF OFFERING
12 Residential Units	\$13,321,000.00
8 Parking Units	<u>\$ 200,000.00</u>
Total	\$13,521,000.00

SPONSOR & SELLING AGENT:
3127 FT HAMILTON LLC
2055 FLATBUSH AVENUE
BROOKLYN, NEW YORK 11234

DATE OF ACCEPTANCE FOR FILING: _____

THIS OFFERING PLAN MAY ONLY BE USED FOR 12 MONTHS FROM
THIS DATE UNLESS EXTENDED BY A DULY FILED AMENDMENT.

SEE PAGE 1 FOR SPECIAL RISKS TO PURCHASERS.

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

BECAUSE SPONSOR IS RETAINING THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL UNITS AFTER THE CONSUMMATION OF THE PLAN, 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 (SEE SPECIAL RISKS SECTION OF THE PLAN).

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

PARKING UNITS WILL BE CONVEYED TO RESIDENTIAL UNIT OWNERS ON A FIRST COME, FIRST SERVE BASIS (SEE SPECIAL RISKS SECTION OF THE PLAN)

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SPECIAL RISKS

The following is a summary of certain special risk considerations in connection with the Plan. It is not intended to summarize all major features of the Plan. Prospective purchasers are urged to read the following special risk factors in conjunction with the Plan for a discussion of these and other important aspects of the condominium filing.

1. Sponsor is reserving the unilateral right to rent rather than sell unsold units. Because Sponsor is not limiting the conditions under which it will rent rather than sell units, there is no commitment to sell more units than the 15 percent (two residential units) necessary to declare the plan effective and the owner-occupants may never gain effective control and management of the Condominium. Purchasers and renters may have inherent conflicts on how the condominium should be managed because of their different reasons for occupancy. See Introduction.

A purchaser of a previously occupied unit will purchase the unit "As Is".

2. Pursuant to existing law and regulation the Sponsor may declare the plan effective by selling a minimum of fifteen (15%) percent of the residential units in the building, which equals 2 residential units. Even if the Plan is declared effective with a minimum number of sales, it is possible that the Sponsor may be able to convert the building with fewer than the minimum number of sales, if Purchasers counted towards effectiveness do not ultimately purchase an apartment. Notwithstanding the fact that not all purchasers used for purposes of declaring the plan effective may actually close, sponsor must re-declare the plan effective in order to consummate the offering plan in accordance with 13 N.Y.C.R.R. §20.1(c)(6). If all purchase agreements are rescinded or terminated prior to the date of the first unit closing, regardless of whether the condominium declaration has been recorded, sponsor must re-declare the offering plan effective. See Effective Date of Plan.

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

The Condominium units may be purchased by non-resident owners. The owner-occupants and non-resident owners, including sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e., purchase a home as opposed to as an investment. See Board of Managers.

4. Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of apartments in a building or group of buildings be sold before a lender will consider making a loan. Thus it may be possible for a Purchaser to experience difficulty obtaining a loan in a building or group of buildings where the Sponsor or holder of unsold shares has not sold a substantial percentage of the apartments in the building or group of buildings, which in some cases may be as high as 70%. Moreover, some lenders will

not provide financing in a building or group of buildings where an investor other than the original Sponsor has an ownership interest of 10% or more. It also may be difficult for a Purchaser to resell an apartment if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions. See Effective Date of Plan.

5. The Budget provides for a part-time Janitor for the general cleaning and maintenance of the common areas. This level of staffing will comply with all applicable housing and labor laws. The janitor retained will be one who will be available to provide services on a twenty-four hour a day basis as per the requirements of the New York City Administrative Code section 27-2053. See Footnotes to Schedule B.

6. Purchasers are advised that in New York City, newly constructed and newly renovated buildings are sometimes offered as Condominium projects without a final Certificate of Occupancy ("FCO") covering the entire building but with only a temporary Certificate of Occupancy ("TCO"), and sometimes with several successive temporary Certificates of Occupancy. Certificates of Occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and Local Building Codes and Rules. Both TCOs and FCOs are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property is safe for occupancy but means that not all of the construction work and/or inspections have been performed, or that not all of the required documents have been submitted to the DOB. All TCOs have an expiration date. A TCO typically expires 90 days after the date of issuance. When a TCO expires and it is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City it is common for Sponsors to commence unit closings when some or all units are covered by a TCO rather than an FCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO received prior to expiration thereof and ultimately for obtaining a FCO covering the entire building within two years from the date of issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within such two year period. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the FCO for the entire building and shall exercise best efforts to obtain the FCO within such two year period while keeping the TCO current. Unit owners and the Board of Managers shall be obligated to cooperate and refrain from obstructing Sponsor in these undertakings.

The Buyers are advised to visit the DOB website for further recommendations when purchasing a unit in a building that does not have a FCO. A factsheet on Certificates of Occupancy is available on the DOB website at:

http://www.nyc.gov/html/dob/downloads/pdf/co_factsheet.pdf.

Sponsor will complete the Common Elements prior to the closing of the first unit. No bond has been posted to insure completion of the Common Elements. See Rights and Obligations of Sponsor.

7. Purchaser will be responsible for the following costs at closing, in addition to the purchase price and other closing costs. See Unit Closing Costs and Adjustment and Purchase Agreement

a. If Purchaser elects to obtain fee title insurance, Purchaser will pay a premium to the title company for such insurance, which will vary depending upon the amount of insurance purchased.

b. Purchaser will pay a fee to the City Register for recording the deed and the power of attorney, and will pay a filing fee for the RP-5217 form. In addition, Purchaser's title insurance company may charge various fees and service charges in connection with such recordings and filings, all of which shall be payable by Purchaser.

c. If Purchaser obtains a mortgage loan, Purchaser shall pay all closing costs associated with such loan, which may include, but need not be limited to, the following:

(a) a fee and service charge for recording the mortgage at the same rates given above for recording the deed and power of attorney;

(b) a mortgage recording tax in the amount provided for by law, which on the date hereof is 2.05% of the principal amount of the mortgage for mortgages of less than \$500,000 and 2.175% of the principal amount of the mortgage for mortgages equal to or greater than \$500,000 (further, pursuant to law, the mortgagor receives a \$25 deduction and the mortgagee pays .25%, and in each case, the amount payable to Sponsor under subparagraph (c) below is deducted);

(c) to Sponsor, a sum equal to the full amount (but not in excess thereof) of the partial mortgage recording tax credit provided by Section 339-ee(2) of the New York Condominium Act, to the extent the same is or becomes available, as a reimbursement for the mortgage recording taxes previously paid (such credit is based, in general, on the Common Interest of the Units being purchased multiplied by a portion of the mortgage tax previously paid on account of pre-existing mortgages on the Property);

(d) the premium for mortgage title insurance, if required by Purchaser's lender;

(e) deposits for Common Charges, real estate taxes, any assessments, water charges and sewer rents (if separately assessed), if required by Purchaser's lender; and

(f) such other costs and expenses in connection with such loan as determined by Purchaser's lender.

d. Purchaser will be required to pay the amount of \$1,500.00 to Carone & Associates, PLLC Sponsor's counsel, for each Unit purchased hereunder, in order to defray Sponsor's legal fees for services in connection with preparing the deed and power of attorney and for coordinating and attending the closing and \$250 for the preparation of ACRIS transfer documents required by the City of New York. If Purchaser obtains financing and the lender is unwilling to close at the offices of Sponsor's counsel or if Purchaser otherwise requests that the

Closing occur other than at the office of Sponsor's counsel (or such other place as Sponsor may designate in its closing notice) and Sponsor in its sole discretion consents to such request, the closing may be held elsewhere in New York City, provided that Purchaser shall pay Sponsor's counsel a travel fee of \$250 if the closing is held elsewhere in Brooklyn and \$150 if the closing is held in another borough other than Brooklyn. If, through no fault of Sponsor, Purchaser fails to close on the date scheduled by Sponsor (including, without limitation, the failure of Purchaser or Purchaser's attorney to give at least ten (10) days' prior written notice of a title defect as required in Article 7 above and the failure of Purchaser to have payment in proper form available at closing), then Purchaser shall pay to Sponsor's counsel an additional fee of \$250 for each Unit purchased hereunder for each rescheduled closing to help defray the cost of preparing for and coordinating the new closing and recalculating the closing apportionments. If Purchaser shall obtain mortgage financing, then Purchaser shall pay an additional fee of \$450 to Sponsor's counsel to defray the additional costs associated therewith. In addition, 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 (or Purchaser otherwise exercises its limited right with respect to an assignment as provided in Section 23.4 hereof), a fee of \$850, shall be payable by Purchaser to Sponsor's counsel, for preparation of an assignment agreement. Purchaser may be required to pay more than one fee pursuant to the preceding sentence and forgoing provisions with respect to a single Unit. At Sponsor's option in its sole discretion, any one or more of the foregoing fees to be paid to Sponsor's counsel shall be paid by Purchaser in advance, prior to closing, upon notice to Purchaser.

Purchaser shall also be required to pay the sum of \$2,500.00 to the sponsor to help defray the costs of the Offering Plan Preparation.

e. Purchaser shall make a contribution to the Working Capital Fund of the Condominium, payable to the Board, in an amount equal to two (2) month's Common Charges then in effect for each Unit pursuant to the Condominium budget and in accordance with Schedule A in the Plan, as the same may be amended from time to time.

f. Purchaser shall pay to the Board the Common Charges for the Unit for the first full month following the month in which title closes. In the event that Purchaser defaults in respect of the terms, provisions and conditions of the By-Laws, the Board may use, apply, or retain the whole or any part of the security so paid in advance to the extent required for the payment of any Common Charges or any other sum as to which Purchaser is in default; and such Unit Owner shall, within thirty (30) days after notice from the Board, deposit with such Board the amount so applied or retained so that at the option of the Board, such Board shall have the full amount of said security on hand at all times. The provisions of the preceding sentence shall survive the closing of title.

g. Although the payment of transfer taxes is the seller's obligation, the Sponsor is transferring the obligation to the purchaser. Purchaser shall pay the Real Estate Transfer Tax due to the State of New York (the so-called "deed stamps" and, if applicable, the so-called "mansion tax"), the Real Property Transfer Tax due to the City of New York and any other real property transfer tax due to the City or State of New York. Purchaser agrees to indemnify and hold Sponsor harmless from and against any and all liabilities and expenses (including, without

limitation, reasonable legal fees and disbursements) incurred by Sponsor by reason of the non-payment by Purchaser of any of the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit. Purchaser's obligations to pay the taxes described herein and to indemnify Sponsor as herein provided shall survive the closing of title or the termination of this Agreement. There will be no supplemental transfer tax due as none of the unit sales prices will exceed \$2,000,000.00.

8. The downpayment received at the time a contract of purchase is executed will be placed in an attorney Escrow Account. The Escrow Account is federally insured by the FDIC at the maximum amount of \$250,000.00 per deposit. Any deposits in excess of \$250,000.00 will not be insured unless Escrow Agent has established multiple accounts on behalf of Purchasers at various institutions. If Purchasers have accounts at the same bank as sponsor's account that holds the escrowed funds, purchaser funds at the escrow bank factor into the \$250,000 insurance limit. Interest on an IOLA account is paid to NYS. See Procedure to Purchase.

9. Cellar recreation rooms may not be used for any type of occupancy – including but not limited to dining, sleeping, living room, office, storage etc. To do so may result in a violation against the building being issued by the Building Department. See Introduction.

10. Unit Owners must notify the Board of Managers in writing when a child or children age of ten (10) years or younger lives or resides (even temporarily) in the unit. Each residential Unit Owner must install at the resident's own expense, the required window guards in all windows of the unit and shall not remove them until permitted by law in any event, without the full knowledge of the Board of Managers. This installation is required by law. Please refer to the New York City Department of Health website for information regarding the installation of window guards. See Rights and Obligations of Unit owners and Board.

11. The square footage shown in the "Schedule A" are derived from the Architectural Report in Part II of this Offering Plan. The Architect measured the dimensions from the outside face of the masonry at the exterior walls to the non-unit side of the walls and partitions dividing the units from stairs, corridors and mechanical spaces. These dimensions include unusable space such as partitions and walls. Purchasers should verify each room and closet dimension for their interior use prior to closing. Since the measurements are based on the exterior walls, the actual area comprising the unit is significantly less than the area listed in Schedule A. See Footnotes to Schedule A.

12. Prior to the first closing, the entire building will be insured by the sponsor; after the first closing, the entire building will be insured by the condominium. In the event proceeds of insurance maintained by the Condominium are insufficient to repair damaged units, the Unit Owners will bear the responsibility for the cost of the repairs.

The Purchase Agreement provides that risk of loss prior to closing and transfer of title remains in the Sponsor. Following closing the Purchaser now Unit Owner assumes the risk of loss. See Purchase Agreement in Part II.

A person in possession who is not an owner cannot insure the unit since he or she has no ownership interest, and the unit cannot be doubly insured. A person who takes possession prior

to closing assumes the risk of losses not covered by insurance. See Interim Lease and Miscellaneous Provisions Concerning Purchases

13. The Housing Merchant Implied Warranty applies to this development. However, the Sponsor has limited the scope of the warranty. The warranty covers no more than 75% of the purchase price and does not cover consequential, incidental, special and indirect damages except as required by law. The Limited Warranty is subject to all applicable laws. See Rights and Obligations of Sponsor and the Addendum to the Purchase Agreement in Part II Section A and the Limited Warranty Law GBL 36-B in Part II of the Plan.

The sponsor's obligation, regardless of any limitations in the warranty or in this offering plan, is to construct the premises in accordance with all applicable codes and filed plans and specifications, and that any conflict between the disclaimers and the sponsor's obligation to construct the premises in accordance with all applicable codes and filed plans and specifications shall be resolved in favor of the latter. See Rights and Obligations of Sponsor

14. Notwithstanding anything to the contrary contained in the By-Laws in Part II, for a period of two years after the filing of the Condominium Declaration or whenever the sponsor owns less than 5% of the common interest, whichever is less, , the Board of Managers may not, without the Sponsor's written consent (i) make any addition, alteration or improvements to the Common Elements or to any units (ii) assess any common charges for the creation of, or addition to or replacement of all parts of a reserve for contingencies provided in the estimate of receipts and expenses for the first year of operation set forth in Schedule B of the Plan of Condominium Ownership; or (iii) hire any employees in addition to the employees referred to in the Plan of Condominium Ownership or; (iv) enter into any service or maintenance contract for work not covered by contracts in existence as of the date of the first closing of title to a unit or (v) borrow money on behalf of the Condominium. See By-Laws in Part II of the Offering Plan.

15. In the event that Purchaser fails to close title to the Unit on the date originally scheduled for the closing of title, postpones the closing for any reason, or is deemed at fault for not timely sending notice of a title defect and title thereafter closes, then:

(a) The closing apportionments shall be made as of the originally scheduled closing date regardless of when the actual closing of title occurs; and

(b) Purchaser shall pay Sponsor interest at the rate of 0.04% per day (or such lower rate per day which is the legal limit, if 0.04% per day exceeds the legal limit) on the total purchase price, computed from the original Closing Date until this transaction is actually closed, not to exceed the sum of 16% per annum which is currently the maximum legal rate. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, the foregoing provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to the Unit on the rescheduled Closing Date. See Purchase Agreement in Part II

16. Time is of the Essence in the Purchase Agreement with regard to Purchaser's obligations to close on the scheduled date and curing any defaults within the allotted cure period as well as pay the balance of the Purchase Price and to perform Purchaser's other obligations

under the Purchase Agreement. The phrase Time of the Essence means that the deadlines set forth in the Purchase Agreement are extremely important and that failure by the Purchaser to meet those deadlines are considered material breaches of the Purchase Agreement which could result in the Purchaser losing his/her downpayment and/or being penalized in some fashion. See Purchase Agreement in Section A of Part II of this Offering Plan.

17. There will be one laundry closet provided within each residential unit with hookups for domestic type electric washers and dryers. The actual laundry equipment will be the responsibility of each unit's occupant. Laundry closets for units 2D & 3D measure approx. 2'-6" x 2'-8" and will accommodate a 24" stackable washer /dryer combo unit.

Each unit kitchen will contain a stainless steel sink by Crane with faucet by Delta model # 400; and a four burner gas range by GE model #JGSP42SETSS; a refrigerator by GE model # GDSSOKCX SIS and a dishwasher by GE model # GLD5664VSS. The purchaser will be responsible for other appliances. See Description of Property & Improvements.

18. The expected life span of the roof is ten (10) years. No bond or guarantee other than the five (5) year warranty on all construction and workmanship will be furnished. The Warranty is issued by the roofing membrane manufacturer. Any warranty will be voided if a suitable walking surface is not provided. See Description of Property & Improvements.

19. Sponsor anticipates the First Closing to occur by June 1, 2021. Purchasers will be offered a right of recession is : (i) the actual date of the First Closing; or (ii) the projected date of the First Closing occurs later than June 1, 2022, which is twelve months after the currently projected date for the First Closing. If the Plan is amended to provide for a later projected date for the First Closing, Purchasers will be entitled to an offer of rescission if the First Closing occurs more than 12 months beyond that amended, later date.

However, Purchasers should note that even if the First Closing occurs on or before June 1, 2021 (or such other date projected as the date of commencement of the operation at the time the Purchase Agreement is entered into) or within the twelve month period thereafter, Sponsor may schedule the Closings of Title to other units significantly later than such date. . In any case, provided the Sponsor and its principals are diligently pursuing completion of construction and the issuance of a Certificate of Occupancy and is otherwise in compliance with its obligations under the Plan, Purchasers will not be entitled to a rescission or to make claims against the Sponsor for damages or losses as a result of such delays and will not be excused from paying the full purchase price for the unit. Unless your Purchase Agreement contains an outside Closing date, the Sponsor is not obligated to schedule your Closing within any specified time frame or to ensure that Closing of your Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. . In the event however, Sponsor cannot convey title to the unit on or before eighteen months from the date of the Purchase Agreement, affected Purchasers will be afforded the right of rescission. See Terms of Sale.

20. There is a total of eight parking units. These parking units are separate tax lots. All units (residential and parking) will remain separate tax lots unless combined by the Department of Finance. The Sponsor will offer for sale specific parking units on a first come

first serve basis. Four residential units will not have on-site parking. As required, one of the parking unit will be reserved for a handicap owner.

A residential unit owner may not receive more than one parking unit. A request for a parking unit must be made to the sponsor at the time of entering into the Purchase Agreement. The sponsor will not discriminate in selling the parking units. The cost of the parking units are set forth in Schedule A.

Upon conveyance of a parking unit, the grantee will receive fee title to such unit same as they will receive fee title to the residential unit. The purchaser of a parking unit will be responsible for Real Estate taxes and any applicable common charges for the parking units.

Owners of parking units will be responsible for any upkeep on the parking units such as snow removal and weed removal. If the parking units need to be re-paved, it will be the responsibility of the parking unit owner.

The sponsor will only sell the parking units to an owner of a residential unit. The purchaser of a parking unit (who is also a residential unit owner) can sell the parking unit to another residential unit owner without the purchaser selling his/her residential unit.

The premises are subject to an access easement for the benefit of ingress and egress to the units. There will be enough room to enter and exit each parking unit without the need for any car parked in any other parking unit to move. See Introduction, Description of Property & Improvements and Rights and Obligations of Unit Owners/Board and Architect's Report in Section II.

According to the N.Y Multiple Dwelling Law §60, such unit or structure shall be used solely for the storage of passenger motor vehicles of the occupants of the multiple dwelling or of multiple dwellings under common ownership, except that, in the event such unit or structure or part thereof is not used by such occupants, it may be rented by the owner or owners of such dwelling or dwellings to persons other than the occupants thereof. The unit which has thus been rented shall be made available to an occupant within thirty days after written request therefor. However, such unit may be used also for the storage of any type of mechanical or motor-driven equipment or other accessory device or passenger bus required for the proper maintenance of the site and of the dwellings thereon. See Introduction .

“Parking Unit P8 has been designated as a handicapped parking unit and will be the last parking unit sold if it has not previously been sold to a purchaser who themselves or a member of their family has a vehicle with handicapped plates. The purchase of Parking Unit P8 and any subsequent sale or transfer of it is subject to the following covenants and restrictions in the deed:

In the event the present or future owner of a unit in the condominium, or a member of his or her family residing in the unit, becomes handicapped and acquires handicapped plates for his or her vehicle, and said unit owner is the owner of the parking unit, said unit owner has the right to demand that the owner of the Parking Unit P8 trade the handicapped parking unit he/she owns with said handicapped owner.

In the event the present or future owner of a unit or member of his or her family member residing in the unit, becomes handicapped and said unit owner does not own a parking unit, said unit owner has the right to demand that the owner of Parking Unit P8 sell it at then current, fair market value to said handicapped owner. All costs and expenses entailed in the transfer of title to the parking units, including without limitation, title abstracts, title insurance, transfer taxes and recording fees and reasonable attorney fees shall be borne by the party requesting the transfer.

The owner of Parking Unit P8 must comply with the aforementioned demand upon thirty (30) days written notice.

If the parties cannot agree on the fair market value of Parking Unit P8 then the parties agree to submit the matter to binding arbitration in accordance with Article VII of the By-Laws of the condominium. See Rights and Obligations of Unit Owners and Board.

21. Each Unit Owner will be responsible for his/her own refuse removal and for keeping the common areas clear of all objects. See Right and Obligations of Unit Owners.

22. Purchasers should be aware that drywall materials do not contain "sulfide". Such materials are known to emit a sulfurous odor when heated, are corrosive to copper plumbing and electrical wiring and are conducive to Sick Building Syndrome. See Architect's Report in Section II.

23. Smoking Policy. The condominium has adopted the following smoking policy in compliance with New York City Local Law 147. Smoking is prohibited in all of the common areas of the condominium. The common areas include but are not limited to the stairways leading to and from the units, the sprinkler room, the outdoor parking areas and the outdoor front of the building to the property line. The unit owners may smoke in their units as well as the outdoor limited common element areas such as terraces and rooftop terraces so long as it does not create a nuisance to the other units. A nuisance shall be defined as infiltration of smoke or smoke odors into the units.

This policy includes electronic cigarettes and other vapor products in addition to the more conventional smoking apparatus. See Rights and Obligations of Unit Owners and Purchase Agreement. .

24. The Geographic Targeting Order ("GTO") issued by the Financial Crimes Enforcement Network ("FinCEN" requires U.S. title insurance companies to report to FinCEN the personal identity of purchasers in residential real estate transactions in which:

- (1) the purchaser is a legal entity as defined in the GTO;
- (2) the purchaser purchases residential real property located in the Borough of Bronx, Brooklyn, Queens, Manhattan, and Staten Island;
- (3) the total purchase price is in the amount of \$300,000 or more;
- (4) such purchase is made without a bank loan or other similar form of external financing; and
- (5) the purchase is made, at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, a money order in any form, a funds transfer, or virtual currency. See Procedure to Purchase and Purchase Agreement.

25. NO BOND OR OTHER SECURITY HAS BEEN FURNISHED TO SECURE THE PERFORMANCE OF THE SPONSOR'S OBLIGATIONS SET FORTH HEREIN. SPONSOR REPRESENTS THAT IT HAS THE FINANCIAL RESOURCES TO MEET ITS OBLIGATIONS WITH RESPECT TO UNSOLD UNITS AND TO MEET ITS OBLIGATIONS UNDER THE OFFERING PLAN. See Rights and Obligations of Sponsor.

26. The sponsor will be in control of the Condominium for a period of the earlier of 2 years after the 1st closing or whenever the unsold units constitute less than 50% of the common interest. See Control by Sponsor.

27. The terraces, rooftop terraces, areaways and any other outdoor limited common elements are uninhabitable. This restriction affects Units 3A, 3B, 3C and 3D which have rooftop terraces and units 3A, 3B, 3C which have outdoor terraces and Units 1A, 1B, 1C & 1D which have areaways.

Roof terraces located at the roof above the third floor shall be separated by privacy fences with standard 3 foot wide gates, which may be secured by padlock or chain capable of being cut by standard bolt cutters in the event of fire department access. Unit owners cannot place obstacles in fire department access path. See Introduction.

28. A decrease in a unit's area of 5% or less will not trigger the purchaser's consent unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by 5% or less is not material. See Footnotes to Schedule A and Changes to Prices and Units.

29. Dispute arising regarding the price of a handicapped unit between unit owners will be subject to arbitration. The arbitrator will be an independent 3rd party unrelated to any party in dispute. See By-Laws in Part II

30. Purchaser obligation to purchase may be contingent on obtaining financing. The purchase agreement in Part II Exhibit A of this offering plan is contingent upon the purchaser receiving a mortgage commitment within forty-five days after the purchase agreement has been fully signed and delivered to the purchaser. The Seller may extend the time period for an extra sixty days. In the event that the financing commitment lapses or expires prior to closing, and the purchaser has made a good faith effort to extend the commitment, the sponsor will grant the purchaser a right of rescission and a reasonable period of time to exercise the right.

The purchaser shall notify the Seller within five business days of the receipt by Purchaser of approval or disapproval of the mortgage application. In the event that the mortgage application is not approved, the Seller will refund the down payment and unexpended sums for special work ordered by the Purchaser within ten days of receiving notice of such non approval.

Under New York law, when a mortgage commitment is not fulfilled through no fault of a purchaser, performance is excused. Therefore, if the purchaser acts in good faith and the lender revokes the loan commitment after the contingency period expires, performance is excused, and

the sponsor must grant to such purchaser a right of rescission and a reasonable period of time to exercise such right.

Once a mortgage commitment is obtained, it is the obligation of the Purchaser to keep the mortgage commitment in full force until the closing of title. The Purchaser must make a good faith effort to fulfill all requirements of the lending institution in order to maintain and extend the commitment, if necessary. If the Purchaser willfully takes action or fails to take action which results in the lender withdrawing the commitment, the Purchaser shall be required to close title or his deposit shall belong to Seller. Willful action or non-action would encompass such things as failure to meet reasonable requests by the lender for documentation required to maintain the commitment or purposely changing purchaser's financial profile so as to disqualify the purchaser for the mortgage already committed. In the event that the financing commitment lapses or expires prior to the closing and the purchaser has made a good faith effort to extend the commitment, the sponsor will grant the purchaser a right of rescission and thirty days to exercise the right. See Procedure to Purchase and Purchase Agreement.

31. The sponsor has not obtained construction financing in connection with this project. See Identity of Parties

32. 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 obligation or undertaking shall be tolled for the length of the period during which such performance was excused. The Purchaser's time to perform their obligations under this Agreement may also be tolled during tolling period. Despite the above, Sponsor cannot limit any rights which the Purchaser may have pursuant to Article 23A of the GBL, NYS Attorney General regulations, and the Offering Plan, except as determined in a final decision or order by a Court of competent jurisdiction or any governmental agency by executive order. Purchasers are advised that executing a purchase agreement that includes the foregoing provision may delay the closing of the Purchaser's contracted for unit and may limit the Purchaser's remedies for any such delay in the Closing Date. Purchasers are also advised that their obligations to perform under this Agreement may be tolled. The Attorney General strongly recommends that Purchasers consult with their attorneys regarding any tolling rights the Purchasers may have, and any risks associated with executing a purchase agreement containing the foregoing provision before executing the purchase agreement. See Purchase Agreement.

33. Any notice, election, demand, consent, request or other communication hereunder or under the Plan shall be in writing and delivered in person or sent, postage prepaid, by registered or certified mail, return receipt requested or by Federal Express, or other reputable courier, with receipt confirmed. A delay in the actual delivery of the notice to a purchaser may affect the time period allotted to purchaser to respond in instances in which the purchaser is required to respond within a specified time period. Notices are deemed to be given on the date received if given in person, or on the date mailed for any form of mailed notice. See Purchase Agreement.

34. The Sponsor, its nominees and agents, shall have the right and privilege. to maintain general and local sales offices in and about the condominium building or elsewhere throughout the property, and shall have the right and privilege to have their representatives, employees and agents present on the Condominium premises to show the Units to prospective purchasers, to utilize the common elements, and without limitation, to do any and all things necessary and incidental to the sale of Units, without charge or contribution other than in the form of common charge payments as otherwise provided herein. See Rights and Obligations of Unit Owners/Board

35. Units 3A, 3B, 3C and 3D shall be subject to an easement for access to the roof for HVAC and condenser maintenance and inspection purposes. A unit owner shall be given 24 hours advanced notice prior to his/her unit being accessed, except in the case of an emergency. See Introduction

36. Bicycle storage areas shall accommodate 6 bicycle parking spots. There shall be no additional security for bicycle parking. See Architects Report in Section II.

37. Non-compliant Winder Stair Treads. The accessory stairs within Units 3C & 3D are considered winder stairs. Winder stair treads are not code compliant for interior convenience stair. Winder stairs pose a risk for someone stumbling and falling on the stairs causing harm. Stairs within dwelling units are allowed to have winder treads, but the tread depth shall not be less than 6" deep at any point per 2014 NYC BC 1009.4.2, Exception 7. See Architect's Report in Section II)

THE 271 MCDONALD AVENUE CONDOMINIUM OFFERING PLAN

INTRODUCTION

A. The purpose of the offering plan is to set forth all the material terms of the offer. The plan may be amended from time to time when an amendment is filed with the New York State Department of Law and served on purchasers who have executed and delivered purchase agreements to the sponsor or selling agent and whose purchase agreements are in effect, unit owners and any person entitled to service pursuant to local law or regulation. Amended literature will be served on those entitled thereto under Article 23-A of the General Business Law.

The condominium is subject to and complies with the New York Condominium Act, Article 9-B of the New York State Real Property Law.

B. 3127 Ft Hamilton LLC with offices at 2055 Flatbush Avenue, Brooklyn, New York, a record owner of the realty, is the sponsor (hereinafter "Sponsor") under this offering plan (hereinafter "Offering Plan"), and hereby offers to sell twenty (20) units, including twelve (12) residential condominium units and eight (8) parking units to the public, which are presently being constructed on approximately 8853.70 square feet on the corner formed by Fort Hamilton Parkway and McDonald Avenue, Brooklyn, New York. The sponsor acquired fee title to the property on December 19, 2016. The premises was previously a non-occupied vacant lot.

This is new construction. The Condominium development is composed of one building located on the development site. The cellar floor will have accessory spaces for Units 1A, 1B, 1C and 1D as well as the meter, mechanical and sprinkler rooms. Cellar recreation rooms may not be used for any type of occupancy – including but not limited to dining, sleeping, living room, office. Storage etc. To do so may result in a violation against the building being issued by the Building Department.

The first floor is composed of the units 1A, 1B, 1C and 1D. The second floor will contain units 2A, 2B, 2C and 2D. The third floor will contain units 3A, 3B, 3C and 3D.

There are a total of eight parking units, all outdoors; three at the front yard adjacent to Fort Hamilton Parkway, three at the side yard accessible from Fort Hamilton Parkway and two at the side yard accessible from McDonald Avenue as shown on the site plan in Part II of this offering plan. All units (residential and parking) will remain separate tax lots unless combined by the Department of Finance. They will not become limited common elements of the units to which they are transferred. The Sponsor will sell units to specific residential units on a first come first serve basis. Four residential units will not have on-site parking.

A residential unit owner may not receive more than one parking unit. A request for a parking unit must be made to the sponsor at the time of entering into the Purchase Agreement. The sponsor will not discriminate in selling the parking.

Upon conveyance of a parking unit, the grantee will receive fee title to such unit same as they will receive fee title to the residential unit. The purchaser of a parking unit will be responsible for Real Estate taxes and any applicable common charges for the parking unit.

Owners of parking units will be responsible for any upkeep on the parking units such as snow removal and weed removal. If the parking units need to be re-paved, it will be the responsibility of the parking unit owner.

The sponsor will only sell the parking units to an owner of a residential unit. The purchaser of a parking unit (who is also a residential unit owner) can sell the parking unit to another residential unit owner without the purchaser selling his/her residential unit.

The premises are subject to an access easement for the benefit of ingress and egress to the units. There will be enough room to enter and exit each parking unit without the need for any car parked in any other parking unit to move.

According to the N.Y Multiple Dwelling Law §60, such unit or structure shall be used solely for the storage of passenger motor vehicles of the occupants of the multiple dwelling or of multiple dwellings under common ownership, except that, in the event such unit or structure or part thereof is not used by such occupants, it may be rented by the owner or owners of such dwelling or dwellings to persons other than the occupants thereof. The unit which has thus been rented shall be made available to an occupant within thirty days after written request therefor. However, such unit may be used also for the storage of any type of mechanical or motor-driven equipment or other accessory device or passenger bus required for the proper maintenance of the site and of the dwellings thereon.

There is one handicap space which will be reserved for a handicap owner. In the event that there are no handicap owners, the unit will be transferred but will maintain its character as a handicap unit. A non handicapped unit owner of the handicapped parking unit may have to sell it to a unit owner who becomes handicapped as set forth in the By-laws.

“Parking Unit P8 has been designated as a handicapped parking unit and will be the last parking unit sold if it has not previously been sold to a purchaser who themselves or a member of their family has a vehicle with handicapped plates. The purchase of Parking Unit P8 and any subsequent sale or transfer of it is subject to the following covenants and restrictions in the deed:

In the event the present or future owner of a unit in the condominium, or a member of his or her family residing in the unit, becomes handicapped and acquires handicapped plates for his or her vehicle, and said unit owner is the owner of the parking unit, said unit owner has the right to demand that the owner of the Parking Unit P8 trade the handicapped parking unit he/she owns with said handicapped owner.

In the event the present or future owner of a unit or member of his or her family member residing in the unit, becomes handicapped and said unit owner does not own a parking unit, said unit owner has the right to demand that the owner of Parking Unit P8 sell it at then current, fair market value to said handicapped owner. All costs and expenses entailed in the transfer of title to the parking unit, including without limitation, title abstracts, title insurance, transfer taxes and recording fees and reasonable attorney fees shall be borne by the party requesting the transfer.

The owner of Parking Unit P8 must comply with the aforementioned demand upon thirty (30) days written notice.

If the parties cannot agree on the fair market value of Parking Unit P8 then the parties agree to submit the matter to binding arbitration in accordance with Article VII of the By-Laws of the condominium.

Units 3A, 3B, 3C and 3D have open rooftop terrace areas. Units 1A, 1B, 1C & 1D have an areaway at the cellar level. The areaway is space below grade open to the outer air and enclosed by walls. The areaways are adjacent to the rear wall of the building allowing light and air into the accessory spaces for the units at the first floor Units 3A, 3B and 3C have outdoor terraces. These spaces are limited common elements of the units to which they are attached. The terraces and rooftop terraces and any other outdoor limited common elements are uninhabitable.

Roof terraces located at the roof above the third floor shall be separated by privacy fences with standard 3 foot wide gates, which may be secured by padlock or chain capable of being cut by standard bolt cutters in the event of Fire Department access. Unit owners cannot place obstacles in Fire Department access path.

Units 3A, 3B, 3C and 3D shall be subject to an easement for the benefit of the Board of Managers for access to the roof for HVAC condenser maintenance and inspection purposes. A unit owner shall be given 24 hours advanced notice prior to his/her unit being accessed, except in the case of an emergency.

The Sponsor represents that it will endeavor in good faith to sell units rather than rent. 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. The Sponsor reserves the unconditional right to rent rather than sell unsold units, after the plan has been consummated. Because Sponsor is not limiting the conditions under which it will rent rather than sell units, there is no commitment to sell more units than the 15 percent (two residential units) necessary to declare the plan effective and the owner-occupants may never gain effective control and management of the Condominium. Purchasers for occupancy and purchasers for investment may have inherent conflicts on how the condominium should be managed because of their different reasons for purchasing. Renters cannot vote on management or board issues.

The sponsor has not obtained construction financing.

There is no lawful limitations on who may purchase units.

In addition, even though the By-laws include a provision that, after an initial voting control period a majority of the board of managers must be owner-occupants or members of an owner-occupant's household who are unrelated to the sponsor and its principals, because the sponsor is not limiting who may purchase and that units may be owned by non-resident owners who purchase for investment rather than occupancy, purchasers for their own occupancy may never gain control of the board of managers under the terms of this plan. Owner-occupants and non-resident owners, including sponsor, may have inherent conflicts on how the condominium should be managed because of their different reasons for purchasing, i.e., purchaser as a home as opposed to as an investment.

The common elements consist of all areas and components of the development excluding the individual Units and their limited common elements. The common elements include hallways leading to the Units, paved sidewalks, the yards surrounding the building, and the exterior structure of the building including the roof. Each unit has its own in unit utility closet which will house a washer/dryer supplied by purchaser. Each unit will have a separate gas fed hot water heater and heating unit located in the cellar mechanical room. Parking units are not common elements.

The condominium will have a sanitary and storm sewer connected to the City system.

Sponsor believes that the entire building, including all residential and parking units will be ready for occupancy June 1, 2021.

The prices were set by the sponsor alone and are not subject to review or approval by the Department of Law or any other government agency.

The development is new construction. All units offered in this plan are vacant.

No contracts or agreements, written or oral, have been entered into for the sale or transfer of any of the Units offered in the plan. No deposits or advances of funds have been taken by or on behalf of sponsor in connection with the reservation, sale or transfer of Units, prior to submission of the plan to the Department of Law.

This plan delivered to prospective purchasers contains all of the material terms of the transaction. Copies of the plan, all documents referred to in the plan and all exhibits submitted to the Department of Law in connection with the filing of the plan will be available for inspection without charge and for copying at a reasonable charge (\$.25 per page) to prospective purchasers and their attorneys at the site whenever the on site sales office is open and at the office of the selling agent or sponsor. Copies of the plan and exhibits will also be available for inspection and copying at a reasonable fee (\$.25 per page) at the Department of Law, 28 Liberty Avenue, New York, New York 10005.

C. Basic Aspects of Condominium Ownership

A Declaration submitting the property to Article 9-B of the Real Property Law of the State of New York (hereinafter referred to as the "Condominium Act") and By-laws will be recorded prior to conveyance of title to the first Unit by the Sponsor. The Declaration and By-laws will be substantially similar to those set forth in this Offering Plan and will not be changed so as to have a material adverse effect on the purchaser.

Each purchaser owns his or her Unit outright and is entitled to exclusive possession of that Unit together with an interest in and right to use the common elements, and the exclusive right to use their limited common element, if applicable.

In addition, each Unit owner will be responsible for the maintenance of his/her Unit and may decorate the interior as he/she desires. His/her Unit will be taxed as a separate tax lot for real

estate tax purposes and may be separately mortgaged. Under present Federal and New York State income tax laws, his/her real estate taxes and the interest paid on the mortgage on his/her Unit may be deducted from his/her income.

The Tax Cuts and Jobs Act of 2017 which became effective at the beginning of 2018 affects the deductibility of real estate taxes and mortgage interest.

The 2017 Act imposes limitations on the deductibility of state and local income, sales and real estate taxes. An itemized deduction of up to \$10,000 may be taken for the combination of state and local income, sales and real estate taxes. If an individual already has a deduction for state and local income taxes and sales tax in the tax year, there will be a smaller deduction or no deduction for state and local real estate taxes

The 2017 Act also imposes a limitation on the mortgage interest deduction. This deduction applies to a person's principal residence and second residence. Only the interest on the first \$750,000 of an acquisition mortgage is deductible. The deductibility of interest on a home equity loan has been suspended.

In addition thereto, a Unit Owner will own, in common with the owners of all other Units, as undivided interest in all parts of the Property other than the Units (the "common elements") and the exclusive right to use limited common elements, as applicable. As a Unit Owner, he/she will have the right to vote annually for the election of members of the Board of Managers, who will supervise the Property and manage the affairs of the Condominium under the authority of the Declaration, By-laws and applicable statutes.

The Board of Managers will assess against every Unit Owner, in proportion to his/her interest in the common elements, charges for the maintenance of the common elements and for the operating costs of the Property (herein referred to as "common charges" or "common expenses") which Unit Owners must pay pursuant the New York Condominium Act, Real Property Law Section 339(i) and (m).

Electricity for each Unit will be separately metered by Consolidated Edison, and each Unit Owner will pay the utility directly for the electricity he/she uses for air conditioning, lighting and appliances. Gas for cooking and heating will be provided for each Unit by National Grid and also be separately metered and paid for separately by each Unit owner. The individual Unit owners will each have the obligation to pay for all other utilities, and the upkeep of the interior of the Units, as well as insurance on the interior of their Units and contents and their own casualty and liability insurance as distinguished from the obligation of the Board of Managers.

The common charges will include insurance for the buildings, landscaping, asphalt repair, snow removal, general repairs as well as City water and sewer charges and miscellaneous common expenses.

Each Unit owner is obligated to comply with the declaration, the By-laws, rules and regulations and any other requirements of the Board of Managers.

Under the New York State Condominium Act, a condominium unit may be owned by an individual, a corporation, a partnership, or a fiduciary. There is no restriction as to who may purchase. There are no restrictions on the use, resale, leasing or mortgaging of a Unit.

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

A unit owner is responsible for the maintenance of the interior of his/her unit as well as the maintenance of any parking unit he/she owns. Common water and sewer pipelines which run throughout the building are the responsibility of the Condominium as is the common electrical system. The unit interior walls as well as the walls abutting common areas or adjacent units are the responsibility of the individual owner. All electrical lines within the unit from the wire coming into the unit are the responsibility of the unit owner as is general interior unit maintenance such as painting and repairs. The Board of Managers shall maintain insurance on the building and parking units as a whole. The unit owner is responsible for maintaining casualty and liability insurance for the interior of his/her individual unit.

All equipment and fixtures described in the plan and the narrative of the architect in Part II are included in the offering price.

There will be one laundry closet provided within each residential unit with hookups for domestic type electric washers and dryers. The actual laundry equipment will be the responsibility of each unit's occupant.

The purchaser will be responsible for other appliances.

For a complete description of appliances and room finishes please see architectural narrative in part II of this Offering Plan.

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

DEFINITIONS

For convenience of presentation, general definitions of certain terms which are used in the Plan are set forth below. Such definitions are subject in some cases to the more specific meanings as set forth in the Declaration and By-laws.

BY-LAWS: The document governing the operation of the Condominium, pursuant to which the Board of Managers is elected and govern, including provisions for calling meetings of unit owners, election of officers, assessments and restrictions.

COMMON CHARGES: Assessments payable to the condominium by the Unit owner for the purpose of meeting common expenses on a monthly basis.

COMMON ELEMENTS: The land, all parts of the building other than the Units, including the foundations, roofs, and supports of the buildings, and all areas or facilities for the common use of certain or all Unit owners.

COMMON EXPENSES: The costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of, and any alteration, addition or improvement to, the common elements.

COMMON INTEREST: The proportionate interest of each Unit owner in the common elements expressed as a percentage determined in accordance with the declaration. The total percentage of Common Interests of all Unit owners equals 100%. The common interests are the basis of determining the liability for a share of common expenses and share of any distributions upon termination of the condominium.

DECLARATION: The instrument, as amended from time to time, by which the property is submitted to the provisions of the New York Condominium Act. The declaration is set forth in Part II of this plan.

EQUAL OR BETTER QUALITY: Comparable or better quality as recognized by industry standards for performance, efficiency, longevity, and/or classifications, as applicable.

FLOOR PLANS: Floor plans of the building will be filed with the Kings County Registrar's Office simultaneously with the recording of the declaration.

LIMITED COMMON ELEMENT: These are defined as those portions of the common elements which are for the exclusive use of one or more Units but less than all of the Units, including terraces, rooftop terraces and areaways, if applicable.

PROPERTY: The land, the buildings and the appurtenances thereto of the condominium.

PURCHASE AGREEMENT: The contract to purchase a Unit pursuant to the plan, the general form of which is set forth in Part II of this plan.

PURCHASER: A purchaser of a Unit under a Purchase Agreement.

UNIT, UNITS: Any space designated and defined as a residential Unit in the declaration, consisting generally, of either a specific Unit or Unit located in the building. All of such Units are collectively referred to as the "Units".

UNIT OWNER: An owner of a condominium Unit.

UNSOLD UNITS: Any Units owned by sponsor or its designee, unless used for personal residence by sponsor.

DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The property, upon which the Condominium is being constructed, is situated in the County of Kings, City of New York, lying at the corner of McDonald Avenue and Fort Hamilton Parkway. The building lies within residential zone district R5 recorded from Map 22c of the New York City 1961 Zoning Resolution. An R5 zone allows higher building density which allows multiple dwellings. The New York City Zoning Resolution permits residential multistory building use as of right. The building under construction can be built under this zoning as of right, no special approvals are required. The area surrounding the development site is composed of predominately residential one and two family houses and condominiums.

The 271 McDonald Avenue Condominium will consist of a total of twenty units including twelve newly constructed residential condominium units and eight outdoor parking units on approximately 8,853.70 square feet of land.

There is a total of eight parking units. These parking units are separate tax lots. All units (residential and parking) will remain separate tax lots unless combined by the Department of Finance. The sponsor will offer for sale specific parking units on a first come first serve basis. Four residential units will not have on-site parking. As required, one of the units will be reserved for a handicap owner.

A residential unit owner may not receive more than one parking unit. A request for a parking unit must be made to the sponsor at the time of entering into the Purchase Agreement. The sponsor will not discriminate in selling the parking.

Upon conveyance of a parking unit, the grantee will receive fee title to such unit same as they will receive fee title to the residential unit. The purchaser of a parking unit will be responsible for Real Estate taxes and any applicable common charges for the parking unit.

Owners of parking units will be responsible for any upkeep on the parking units such as snow removal and weed removal. If the parking units need to be re-paved, it will be the responsibility of the parking unit owner.

The sponsor will only sell the parking units to an owner of a residential unit. The purchaser of a parking unit (who is also a residential unit owner) can sell the parking unit to another residential unit owner without the purchaser selling his/her residential unit.

The premises are subject to an access easement for the benefit of ingress and egress to the units. There will be enough room to enter and exit each parking unit without the need for any car parked in any other parking unit to move.

According to the N.Y Multiple Dwelling Law §60, such unit or structure shall be used solely for the storage of passenger motor vehicles of the occupants of the multiple dwelling or of multiple dwellings under common ownership, except that, in the event such unit or structure or part thereof is not used by such occupants, it may be rented by the owner or owners of such dwelling or dwellings to persons other than the occupants thereof. The unit which has thus been

rented shall be made available to an occupant within thirty days after written request therefor. However, such unit may be used also for the storage of any type of mechanical or motor-driven equipment or other accessory device or passenger bus required for the proper maintenance of the site and of the dwellings thereon.

There is one handicap space which will be reserved for a handicap owner. In the event that there are no handicap owners, the unit will be transferred but will maintain its character as a handicap unit. A non handicapped unit owner of the handicapped parking unit may have to sell it to a unit owner who becomes handicapped as set forth in the By-laws.

Under the New York City Building Code, the Sponsor must approve 5% of the parking units or at least one parking unit suitable for use by people having physical disabilities for each zoning lot. One of the outdoor parking units is reserved for handicap parking and will be so designated with the appropriate signage.

"Parking Unit P8 has been designated as a handicapped parking unit and will be the last parking unit sold if it has not previously been sold to a purchaser who themselves or a member of their family has a vehicle with handicapped plates. The purchase of Parking Unit P8 and any subsequent sale or transfer of it is subject to the following covenants and restrictions in the deed:

In the event the present or future owner of a unit in the condominium, or a member of his or her family residing in the unit, becomes handicapped and acquires handicapped plates for his or her vehicle, and said unit owner is the owner of the parking unit, said unit owner has the right to demand that the owner of the Parking Unit P8 trade the handicapped parking unit he/she owns with said handicapped owner.

In the event the present or future owner of a unit or member of his or her family member residing in the unit, becomes handicapped and said unit owner does not own a parking unit, said unit owner has the right to demand that the owner of Parking Unit P8 sell it at then current, fair market value to said handicapped owner. All costs and expenses entailed in the transfer of title to the parking unit, including without limitation, title abstracts, title insurance, transfer taxes and recording fees and reasonable attorney fees shall be borne by the party requesting the transfer.

The owner of Parking Unit P8 must comply with the aforementioned demand upon thirty (30) days written notice.

If the parties cannot agree on the fair market value of Parking Unit P8 then the parties agree to submit the matter to binding arbitration in accordance with Article VII of the By-Laws of the condominium.

The units at the first floor have accessory space in the cellar and an areaway. Units 3A, 3B and 3C have terraces. Units 3A, 3B, 3C and 3D have rooftop terraces. The building plans located in Part II of this offering plan in addition to showing the layouts of the units show the areaways and terraces appurtenant to a particular unit. These areaways, terraces and roof top terraces are considered limited common elements of the unit to which they are attached. The terraces, rooftop terraces and areaways and any other outdoor limited common elements are uninhabitable. Terraces are not interpreted to include roof areas, unless a proper walking surface is provided, and the space is indicated as an accessory to residential space in the Certificate of Occupancy.

The condominium units will be accessible by internal staircases. There are no elevators in the building.

The separate hot water heaters and heating units for each residential unit will be housed in boiler rooms at the cellar level. The hot water heater will be manufactured by AO Smith; Model #GCVL-40 with an MEA number 385-04-E. The capacity is 40 gallons and the efficiency rating is 80% and an input capacity of 40,000 BTUs.

The units will be heated by a gas fired heating system. There will be baseboard radiators within each habitable room. The heating boilers which will be manufactured by Weil McLain are model # CGA-25 MEA approval number 155-00-E. They will have input rating of approximately 52,000 BTU's per hour and an efficiency rating of 80%.

The units will have air conditioning supplied by the cooling cycle of the Ductless Mini-Split H.V.A.C systems. Each unit will have a wall mounted ductless mini-split air handler unit, controlled by a wireless remote control. Each unit will have its own condenser wall mounted on the stair bulk heads.

There will be one laundry closet provided within each residential unit with hookups for domestic type electric washers and dryers. The actual laundry equipment will be the responsibility of each unit's occupant.

Each unit kitchen will contain a stainless steel sink by Crane with faucets by Delta.; and a five burner gas range by Bosch model #HGIP056UC; a refrigerator by Bosch model #B30BB930SS and a dishwasher by Bosch model # SHP878ZD5N.

The purchaser will be responsible for other appliances.

For a complete description of appliances and room finishes please see architectural narrative in part II of this Offering Plan.

The sponsor will provide combination smoke and carbon monoxide detectors for each Unit. They are hardwired with battery backups. Window guards will be installed in all Units purchased by purchasers who have children ten years or under. Unit Owners must notify the Board of Managers in writing when a child or children age of ten (10) years or younger lives or resides (even temporarily) in the unit. Each residential Unit Owner must install at the residents own expense, the required window guards in all windows of the unit and shall not remove them until permitted by law in any event, without the full knowledge of the Board of Managers. This installation is required by law. Please refer to the New York City Department of Health website for information regarding the installation of window guards.

No optional extra features are offered. However, purchasers may initiate negotiations for options or extras based upon their own ideas as to what sponsor may be able to provide.

The Units and the Building containing them, and all other improvements will comply with applicable rules, regulations, laws, and other requirements of all governmental authorities having

jurisdiction thereof including those governing zoning and construction. The Sponsor, in connection with this plan, has complied and will comply with all applicable rules, laws, regulations and other governmental requirements pertaining thereto, including the Building Code of the City of New York and Zoning Law, and any other law or regulation that may be determined to apply. The construction will be in accordance with the description and specifications described in Part II of the Plan.

Each Unit and common elements will be constructed in the manner set forth in the Building plans filed with the City of New York and any amendments thereto, which amendments will in all instances be filed with the City of New York. Such plans will not be changed so as to materially adversely affect the unit owner, but in any event may be changed at the request of the purchasers. The construction will be in accordance with the description and specifications described Part II of the plan.

Each Unit Owner will have an easement in common with all other Unit Owners for the use, maintenance and repair of all pipes, wires, conduits, cables, and public utility lines located in the common elements or located in other Units and servicing his Unit. Further, each Unit Owner, will have an easement for the continuance of any encroachment by his Unit on any adjoining Unit or common element now existing or which may come into existence hereafter as a result of repair or alteration of the Units by the Board of Managers, after damage by fire or other casualty or as a result of condemnation or eminent domain proceedings, or by reason of any alteration made by the Board of Managers to the common elements so that any such encroachments may remain undisturbed so long as a Unit stands. Each Unit shall be subject to such encroachments and easements in favor of all other Units.

The Board of Managers, its agents and employees shall have a right of access to the Units, limited common elements and to the common elements (irrespective of the restricted nature of such common elements) to inspect, maintain or repair the common elements or to make repairs to the Unit to prevent damages to the common elements or any other Unit upon 24 hour written notice to the Unit owner (except in emergencies). Other easements which will affect the Condominium may be found in the Declaration and By-laws. The Condominium will be responsible for the maintenance of the terraces and roof. The use and enjoyment of all limited common element by the Unit owner shall be subject to the terms and conditions found in the Declaration and By-laws in Section II of this plan.

The sanitary waste will be conveyed to the New York City sewer system via extra heavy cast iron sewer pipes located in the building which will lead to a house trap of extra heavy cast iron located at the front of the building. The house trap will convey the sewage to a 6" sanitary drain which will then be connected to an existing 24" combined sewer located beneath McDonald Avenue.

The storm drainage system will consist of interior drain pipes, exterior drains and drywells. The runoff from the surface and roof areas will be conveyed partially to drywells and the existing combined sewer. A new 4" extra heavy cast iron, horizontal, storm drain will be tied into a new combined 6" site connection to the existing 24-inch combined sewer located beneath McDonald Avenue.

The roof will have a ten (10) year warranty on materials provided by the manufacturer and five (5) year warranty on workmanship by the sponsor. The expected life span of the roof is ten (10) years. No bond or guarantee other than the five (5) year warranty on all construction and workmanship will be furnished. The Warranty is issued by the roofing membrane manufacturer. Any warranty will be voided if a suitable walking surface is not provided

It is anticipated that construction will be complete by May 1, 2021. Sponsor believes that the entire building, including all residential and parking units first condominium Units will be ready for occupancy June 1, 2021.

LOCATION AND AREA INFORMATION

The property is located in Brooklyn at the corner of McDonald Avenue and Fort Hamilton Parkway in the Windsor Terrace Section. The condominium is new construction built on an 8853.70 square foot parcel of land.

There are small shops near the site and additional local shopping within a three block radius. There are several established condominium developments nearby.

The Condominium site is in a developed urban area with public transportation, schools, religious facilities, police and fire departments all located in close proximity to the Site. The Condominium faces a public street which is and will be maintained by the City of New York and the Development has the benefit of gas, water and electrical service.

The Site is located .9 miles from the Prospect Expressway which is a major transportation route. The primary access roads are Ocean Parkway and Ft. Hamilton Parkway.

The Condominium is five blocks from the Fort Hamilton Parkway Subway Station, serviced by the F and G trains. The local bus #B67 and B69 has a stop at the corner of the site while the express buses BM3 and BM4 are one block away at the corner of McDonald Avenue and Caton Avenue.

New York Presbyterian Hospital at 5923 16th Avenue is 1.8 miles from the site. The 72nd Police Precinct is located at 830 4th Avenue two miles from the site. There is fire/emergency services unit located a half a mile from the site.

Public School 230 located at 425 McDonald Avenue is 0.3 miles away from the site. West Brooklyn Community High School at 1053 41st Street is located 0.8 miles away from the site.

The building lies within residential zone district R5 recorded from Map 22c of the New York City 1961 Zoning Resolution. An R5 zone allows higher building density which allows multiple dwellings. The New York City Zoning Resolution permits residential multistory building use as of right. The building under construction can be built under this zoning as of right, no special approvals are required. The area surrounding the development site is composed of predominately residential one and two family houses and condominiums.

There are no adjoining undeveloped areas.

Any change in this information that occurs while sales are continuing will be disclosed in an amendment to the Plan within 30 days after the information becomes known to the sponsor.

SCHEDULE A
OFFERING PRICE AND RELATED INFORMATION
271 MCDONALD AVENUE CONDOMINIUM
PROJECTED FIRST YEAR OF OPERATION
COMMENCING JUNE 1, 2021 THROUGH MAY 31, 2021

Unit No.	Location	Number of bedrooms/bathrooms (1)	Approximate floor area (1)	Approximate limited common area (1)	Offering Price (2)	Percentage of common interest (3)	Projected monthly common charges (4)	Projected monthly real estate taxes (5)	Projected Annual real estate taxes (5)	Total Projected Monthly Carrying Charges (6)
1A	Cellar First Floor	2/2.5	935.60 1,222.54 2,158.14	37.50 (A)	\$ 1,425,000	11.76%	\$ 435.09	\$ 1,027.49	\$ 12,329.82	\$ 1,462.58
1B	Cellar First Floor	2/2.5	945.10 <u>1,088.42</u> 2,033.52	41.00 (A)	\$ 1,375,000	11.08%	\$ 409.94	\$ 949.21	\$ 11,390.50	\$ 1,359.15
1C	Cellar First Floor	2/2.5	1,010.00 <u>1,176.68</u> 2,186.68	39.00 (A)	\$ 1,395,000	11.91%	\$ 440.64	\$ 1,022.93	\$ 12,275.11	\$ 1,463.57
1D	Cellar First Floor	1/1.5	600.24 680.66 1,280.90	21.33 (A)	\$ 795,000	6.98%	\$ 258.25	\$ 596.58	\$ 7,158.96	\$ 854.83
2A	Second Floor	3/2	1,432.59		\$ 1,295,000	7.81%	\$ 288.95	\$ 870.93	\$ 10,451.17	\$ 1,159.88
2B	Second Floor	2/2	1,095.38		\$ 966,000	5.97%	\$ 220.88	\$ 665.74	\$ 7,988.85	\$ 886.62
2C	Second Floor	2/2	1,169.89		\$ 995,000	6.37%	\$ 235.68	\$ 711.34	\$ 8,536.03	\$ 947.02
2D	Second Floor	1/1	663.56		\$ 575,000	3.62%	\$ 133.93	\$ 403.35	\$ 4,842.56	\$ 537.28
3A	Second Floor Third Floor Roof	3/2	55.25 1,467.77 <u>74.94</u> 1,597.96	65.80 (R) 1,302.56 (R)	\$ 1,435,000	8.71%	\$ 322.25	\$ 931.73	\$ 11,180.74	\$ 1,253.98
3B	Second Floor Third Floor Roof	2/2	53.33 1,143.96 <u>70.44</u> 1,267.73	58.04 (R) 1,101.86 (R)	\$ 1,125,000	6.91%	\$ 255.66	\$ 733.38	\$ 8,800.50	\$ 989.04
3C	Second Floor Third Floor Roof	2/2	52.10 1,217.77 <u>72.83</u> 1,342.70	57.93 (R) 1,079.00 (R)	\$ 1,195,000	7.32%	\$ 270.82	\$ 778.21	\$ 9,338.57	\$ 1,049.03
3D	Second Floor Third Floor Roof	1/1	49.84 772.63 <u>79.92</u> 902.39	639.20 (R)	\$ 745,000	4.92%	\$ 182.03	\$ 509.18	\$ 6,110.19	\$ 691.21

SCHEDULE A
OFFERING PRICE AND RELATED INFORMATION
271 MCDONALD AVENUE CONDOMINIUM
PROJECTED FIRST YEAR OF OPERATION
COMMENCING JUNE 1, 2021 THROUGH MAY 31, 2021

Unit No.	Location	Number of bedrooms/bathrooms (1)	Approximate floor area (1)	Approximate limited common area (1)	Offering Price (2)	Percentage of common interest (3)	Projected monthly common charges (4)	Projected monthly real estate taxes (5)	Projected Annual real estate taxes (5)	Total Projected Monthly Carrying Charges (6)
P1	Grade	Parking	153.00		\$ 25,000	0.83%	\$ 30.71	\$ 4.46	\$ 53.51	\$ 35.17
P2	Grade	Parking	153.00		\$ 25,000	0.83%	\$ 30.71	\$ 4.46	\$ 53.51	\$ 35.17
P3	Grade	Parking	153.00		\$ 25,000	0.83%	\$ 30.71	\$ 4.46	\$ 53.51	\$ 35.17
P4	Grade	Parking	153.00		\$ 25,000	0.83%	\$ 30.71	\$ 4.46	\$ 53.51	\$ 35.17
P5	Grade	Parking	153.00		\$ 25,000	0.83%	\$ 30.71	\$ 4.46	\$ 53.51	\$ 35.17
P6	Grade	Parking	153.00		\$ 25,000	0.83%	\$ 30.71	\$ 4.46	\$ 53.51	\$ 35.17
P7	Grade	Parking	153.00		\$ 25,000	0.83%	\$ 30.71	\$ 4.46	\$ 53.51	\$ 35.17
P8	Grade	Parking	153.00		\$ 25,000	0.83%	\$ 30.71	\$ 4.46	\$ 53.51	\$ 35.17
TOTALS			18,355.44		\$ 13,521,000	100.00%	\$ 3,699.80	\$ 9,235.75	\$ 110,829.00	\$ 12,935.55

Note: (R) Denotes roof terrace (A) Denotes areaway

* The square footage of the units does not include the square footage of the roof terraces and areaways. These spaces are considered uninhabitable areas which may not be used as a bedroom or living room and to do so may result in a building code violation being issued for the building. All cellar space is uninhabitable and the square footage of the cellar is not included in the square footage of the units.

* In addition to the other costs associated with the purchase, the purchase will have to deposit a sum equal to two months common charges into the reserve fund at closing.

* The projected real estate taxes are for the first year of projected condo operations. The taxes may significantly increase in subsequent years and when construction of the building is complete and the property is fully assessed.

FOOTNOTES TO SCHEDULE A

1. Bedrooms and baths are according to N.Y.C. zoning room count. For a complete description of the unit layout consult the description and floor plans in part II of this Offering Plan. The physical dimensions of each unit consists of the area enclosed vertically from the top of the concrete or wood flooring to the underside of the concrete or sheetrock ceiling and (b) horizontally to the center line of demising walls between units; to the centerline of non-structural common walls; to the inside face of common structural walls or elements; and to the outside face of exterior walls. Since the measurements are based on the exterior walls, the actual area comprising the unit is significantly less than the area listed in Schedule A. Doors and windows which open from a Unit and interior walls of a Unit shall be deemed to be part of the Unit.

A decrease in a unit's area of 5% or less will not trigger the purchaser's consent unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by 5% or less is not material.

The parking space units are individual tax lots. They are not part of the common area of the condominium. Each space will be numbered. There are additional charges and costs relating to the assigned spaces which are listed on Schedule A. Since there are twelve residential units and eight parking spaces, four of the units will not have on site parking. The parking spaces will be sold to purchasers on a first come first serve basis at no charge by the Sponsor. See Special Risk #20, Introduction at page #2 and Description of Property and Improvements at Page #9.

2. Prices are negotiable. The Sponsor reserves the right to change the offering prices set forth in Schedule A. These offering prices, however, may only be changed by a duly filed amendment to this Plan when the change in price is an across the board change affecting one or more lines of Units or is to be advertised or is a price increase for an individual purchaser. However, the prices for the Units are negotiable and the Sponsor may enter into an Agreement with a purchaser to sell one or more Units at prices lower from those set forth in Schedule A. The price negotiation with one purchaser will not affect the negotiation with another Purchaser. See Section Unit Closing Costs and Adjustments"

3. The percentage of common interest is based upon floor space, subject to the location of such space and the additional factors of relative value to other space in the condominium, the uniqueness of the unit, the availability of common elements for exclusive or shared use, and the overall dimensions of the particular unit. pursuant to New York State Real Property Law Section 339-i(1)(iv).

4. Purchasers should note that monthly carrying charges do not included certain housing costs for which the unit owner is generally responsible such as repairs to the interior or the unit, and separately metered gas and electricity for cooking, lighting and air conditioning and heating. Projections for individual gas and electricity usage set forth and explained in Schedule B-1.

5.. After the Condominium is divided into individual tax lots, each Unit will be taxed as a separate tax lot for real estate tax purposes and the Unit owner will not be responsible

for the payment of, nor will the Unit owner be subject to, any lien arising from the non-payment of taxes on other Units.

Under the current tax law, real estate taxes paid on a personal residence are tax deductible as an itemized deduction on personal tax returns. The amount deductible for taxes may vary depending upon the circumstances of the individual purchaser.

The Tax Cuts and Jobs Act of 2017 which became effective at the beginning of 2018 affects the deductibility of real estate taxes and mortgage interest.

The 2017 Act imposes limitations on the deductibility of state and local income, sales and real estate taxes. An itemized deduction of up to \$10,000 may be taken for the combination of state and local income, sales and real estate taxes. If an individual already has a deduction for state and local income taxes and sales tax in the tax year, there will be a smaller deduction or no deduction for state and local real estate taxes

The 2017 Act also imposes a limitation on the mortgage interest deduction. This deduction applies to a person's principal residence and second residence. Only the interest on the first \$750,000 of an acquisition mortgage is deductible. The deductibility of interest on a home equity loan has been suspended.

At the present time the development site is under construction. It is projected that the City of New York will issue an assessed value for the site for the fiscal year commencing July 1, 2021 of \$904,000 as a twelve unit residential building with 8 parking units. The property will be revalued when the certificate of occupancy is issued in 2021.

It is estimated that at the completion of construction the assessed value of the property will be approximately \$904,000 which forms the base for the unabated taxes.

The building is classified as Tax Class II which for the fiscal year 2021/2022 imposes an equalization rate of 0.12267 upon the assessed value of the property. The parking spaces will be classified as Tax Class IV which for the fiscal year 2021/2022 imposes an equalization rate of 0.10694.

The projected real estate taxes are for the 1st year of projected condo operations. The taxes may significantly increase in subsequent years and when construction of the building is complete and the property is fully assessed. At the time building is reclassified as condominium units and a certificate of occupancy is obtained, the building might be reassessed. The City of New York has the ability to increase or decrease the assessed value and tax rate in the future which will impact upon the above figures.

The projected taxes in Schedule A are based upon the above figures. The usual method for assigning real estate taxes to specific units is to take the percentages of common interest as set forth in Schedule A and apply the above pre and post construction assessed values. The City of New York is prohibited from taxing the units in aggregate more than the building would be taxed as a non-condominium building.

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

6. All projected total carrying charges are for the projected first year of operation beginning June 1, 2021 and includes the total monthly common charges and the monthly real estate taxes. Note: The sponsor at this time is not offering or procuring mortgage financing. If the purchaser obtains financing, debt service on such financing will be an additional monthly expense. See Procedure to Purchase Section.

SCHEDULE B
PROJECTED BUDGET FOR THE
FIRST YEAR OF OPERATION OF THE
271 MCDONALD AVENUE CONDOMINIUM
BEGINNING JUNE, 2021

Income

Common Charges.....\$ **44,397.36**

Expenses		
Labor.....	8,500.00	(1)
Heating (natural gas).....	-0-	(2)
Utilities (electricity).....	3,775.38	(3)
Water charges and sewer rent.....	9,841.98	(4)
Building repairs and maintenance.....	3,000.00	(5)
Landscaping.....	-0-	(6)
Insurance.....	5,500.00	(7)
Legal Fees and Audit Fees.....	2,900.00	(8)
Management Fees	6,480.00	(9)
Capital Reserve Fund.....	<u>4,400.00</u>	(10)
Total.....	\$44,397.36	

In the event that the actual or anticipated date of commencement of condominium operation is delayed more than six (6) months from the budget year projected above, the plan must be amended to include a revised budget disclosing current projections. If such amended projections exceed the original projection by twenty-five percent (25%) or more, the sponsor must offer all purchasers the right to rescind and a reasonable time that is not less than fifteen (15) days after the date of presentation to exercise the right, whether or not sponsor offers to guarantee the previous budget projection. Sponsor must return any deposit or down payment to purchasers who rescind within a reasonable period of time. Sponsor may not declare a plan effective where there are material changes to the budget if these changes have not been disclosed by a duly filed amendment to the offering plan.

Sponsor anticipates the first closing to occur on or about June 1, 2021. If the actual or anticipated date of commencement of operation of the condominium exceeds twelve (12) months after the effective date of the purchase agreement, a right of rescission will be offered all purchasers.

Purchaser should also note that even if the first closing occurs on or before the date projected as the date of commencement of operation of the condominium (June 1, 2021, as of the date of the offering plan) or within the twelve (12) month period thereafter, the closing of subsequent Units may be substantially delayed beyond such dates if a temporary certificate of occupancy has not been issued for such units or for the floor on which such units are located. In such case, provided that the sponsor is diligently pursuing completion of construction and issuance of a certificate of occupancy and is otherwise in compliance with its obligations under the plan, a Purchaser will not be entitled to a right of rescission or to make claims against the

Sponsor for damages or losses as a result of such delays and will not be excused from paying the full purchase price for the Unit. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. In the event, however, Sponsor cannot convey title to the unit on or before eighteen (18) months from the date of the Purchase Agreement, at Purchaser's request, all monies advanced by Purchaser shall be returned to Purchaser with interest, if any, and neither party shall have any rights against the other.

FOOTNOTES TO SCHEDULE B

This estimate of operating expenses and income has been certified by the Sponsor's expert estimates based upon operation of comparable developments in the New York City Area. It cannot be construed as an assurance of the final expenses and is merely based upon information available at this time. These amounts may vary due to changes in operating expenses.

1. LABOR. The condominium will not have any permanent employees.

There will be one part time non union janitor who will be responsible for the garbage, cleaning the utility rooms, and the stairways as well as the outside of the property. The staffing complies with applicable housing and labor laws. The janitor retained will be one who will be available to provide services on a twenty-four hour a day basis as per the requirements of the New York City Administrative Code section 27-2053. Rather than a doorman, there will be a video buzzer type annunciator for the front door with an automatic lock.

2. HEATING. Each unit will have its own heating and hot water boilers.

There is no separate heating system for the building as a whole. Please refer to Schedule B-1 for individual heating costs provided by Engineering Solutions, 150 West 30th Street, Suite 402, New York, New York 10001.

3. UTILITIES. Each unit will be separately metered for gas usage of the range and dryer. Each unit will be separately metered for electrical usage for lighting, appliances and the unit air conditioners. The estimates supplied by the utilities are provided in Schedule B-1. The common area electricity will include fixtures in the corridors, mechanical room, main entrances and side yards. Estimate dated August 20, 2020 supplied by Engineering Solutions, 150 West 30th Street, Suite 402, New York, New York 10001. The estimate of \$3,775.38 is based upon 0.2 per kilowatt hours. This figure includes a 10% future cost increase.

4. WATER CHARGES AND SEWER RENTS. The water and sewer charges will be assessed for the entire building including the water usage for the individual units. Estimate of total water and sewer charges for the development dated August 20, 2020 supplied by Engineering Solutions, 150 West 30th Street, Suite 402, New York, New York 10001. Estimate based upon occupancy of each apartment by two, three or four people at a rate of 25 gallons per day per annum for a total building annual cost of \$9,841.98. This figure includes a 10% future cost increase. There is no sales tax on water service.

5. REPAIRS, MAINTENANCE AND SUPPLIES. Since the condominium is new construction the Sponsor does not anticipate that normal repairs and maintenance will be excessive. A conservative estimate of \$3,000 per annum has been made.

The first year's repairs and maintenance will cover minor interior repairing of cracks, glass, hardware or painting of the entryway and common hallways as well as exterior repairs such as minor painting and brick pointing as well as minor concrete cracks.

6. LANDSCAPING. There is a minimal amount of landscaped area, which will not require regular maintenance. The buildings, driveway, parking areas and entrance way take up almost the complete lot area. There are a few small grassy areas directly in front of the building and one curb strip where existing trees remain.

The driveway and rear of the building where the outside parking is located will be all concrete. Owners of parking units will be responsible for any upkeep on the parking units such as snow removal and weed removal and re-paving when necessary.

7. INSURANCE. Estimate dated August 20, 2020 supplied by Wesco Insurance Company, 59 Maiden Lane, New York, New York 10038. This insurance coverage meets the requirements of any mortgage lender procured by Sponsor.

- a. Based on Replacement Cost of Property Values of \$3,500,000.
- b. General Liability Limits of \$1,000,000 CSL per occurrence and \$2,000,000 aggregate
- c. Personal Injury Liability \$1,000,000 per each occurrence.
- d. Directors and Officers Liability \$1,000,000

A \$2,500 deductible applies. Coverage applies to entire structure excluding personal property of unit owners, and liability coverage applies to all common areas. Replacement cost is projected. Projected annual premium \$5,500.00.

The fire, casualty and general liability insurance must be on terms that provide (a) that each unit owner is an additional party insured; (b) that there will be no cancellation without notice to the Board of Managers; (c) a waiver of subrogation; (d) a waiver of invalidity because of the acts of the insured and unit owners; and (e) a waiver of pro-rata reduction if unit owners obtain additional coverage.

The amount of insurance is adequate to replace the building in the event of a total loss and to avoid being a co-insurer in the event of a partial loss.

It is desirable for the individual owners to obtain additional insurance at their own cost to cover such risks as fire and casualty losses to the contents of their unit, and liability coverage for occurrences within their unit.

8. LEGAL FEES AND AUDIT FEES. The attorney for the Sponsor Christine Corrado, Esq. has agreed to handle routine matters for the Condominium for the first year of

operation for a flat fee of \$2,000. The services covered by this fee are routine matters such as review of contracts, interpretation of the Declaration and By-laws and ordinary correspondence with the Managers, Unit Owners and any City Agency.

Annual review of the Condominium expenses, certified financial statements and preparation of tax returns is based upon the written estimate of Henry F. Malarkey & Co., P.C. 4864 Arthur Kill Road, Staten Island, New York 10309.

9. MANAGEMENT FEES. Based on a proposed management agreement to be entered into between the Condominium and D&D Management Services Corp., located at 6725 13th Avenue, Brooklyn, NY 11219, it is expected the Managing Agent will receive an annual fee of \$6,480.00 consistent with prevailing rates, for the First Year of Condominium Operation.

10. RESERVE FUND. The Sponsor has determined that a separate fund for future capital repairs and improvements should be established. It will be funded yearly at 10% of the budget for that year. These funds shall be maintained in an account separate and apart from the yearly expenses. It shall be used exclusively for capital repairs in the future as needed. These funds shall not be used for normal yearly repairs and maintenance. The By-laws provide for such reserve fund.

SCHEDULE B-1
Estimated Individual Utility Expenses
For First Year of Operation
Commencing June 1, 2021

Expenses per Unit

GAS for heating, domestic hot water and cooking

Unit	Square Footage	Annual Cost
1A	1283	\$1,202.71
1B	1193	\$1,247.74
1C	2028	\$1,811.29
1D	2207	\$1,932.10
2A	671	\$ 789.67
2B	1174	\$1,234.92
2C	1119	\$1,197.80
2D	1581	\$1,615.38
3A	726	\$ 826.79
3B	1164	\$1,228.17
3C	1120	\$1,198.47
3D	1424	\$1,509.42

Seasonal cost for domestic consumption (hot water, cooking, and clothes dryer) are entirely dependent on the number of appliances in use and the occupancy of dwelling units and will vary accordingly.

Estimate provided by Engineering Solutions, 150 West 30th Street, Suite 402, New York, New York 10001 dated August 20, 2020.

Energy evaluations are based upon the current NYC Codes. Cost is estimated at 1.2 per therm with a 10% future cost increase.

ELECTRICITY for air conditioning, lighting and appliances

Unit	Square Footage Inside space	Annual Cost
1A	1283	\$2,570.64
1B	1193	\$2,575.22
1C	2028	\$3,695.87
1D	2207	\$3,936.11
2A	671	\$2,003.47
2B	1174	\$2,414.83
2C	1119	\$2,347.34
2D	1581	\$2,914.31
3A	726	\$2,070.96
3B	1164	\$2,402.56
3C	1120	\$2,348.56
3D	1424	\$2,721.63

Seasonal costs for electricity are entirely dependent on the number of appliances in use and the occupancy of dwelling units and will vary accordingly.

Estimate provided by Engineering Solutions, 150 West 30th Street, Suite 402, New York, New York 10001 dated August 20, 2020.

Energy evaluations are based upon the current NYC Codes. Cost is estimated at 0.2 per kWh with a 10% future cost increase.



COMPLIANCE WITH REAL PROPERTY LAW 339-i (l)(iv)

February 16, 2021

271 McDonald Avenue Condominium
c/o Christine Corrado, Esq.
Law Office of Christine Corrado
120 Royal Oak Road
Staten Island, New York 10314

Re: Existing Construction
271 McDonald Avenue Condominium
271 McDonald Avenue
a/k/a Block 5280, Lot 1
Brooklyn, New York 11218

Dear Ms. Corrado:

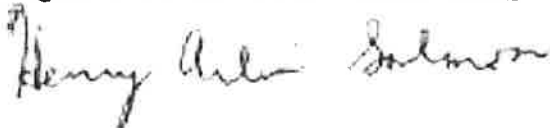
You have requested an opinion from us with regards to your allocation of common interest to units in your proposed condominium referenced above, with Section 339-i(l)(iv) of the New York Real Property Law. You have informed us that the method of allocation chosen is to evaluate the approximate fair market value of the individual unit in proportion to the anticipated aggregate fair value of all units on the day the condominium Declaration will be filed. You have further informed us that, the factual basis of calculating the percentage of common interest consists of the size, layout, and location within the premises of each individual unit; and, the anticipated selling price of each unit. Based on our review of the foregoing factors, we have concluded that the proposed allocation of common interest to individual units is in compliance with Section 339-i(l)(iv) of the New York State Real Property Law.

I have been a real estate appraiser in excess of thirty five years and have extensive experience in the preparation of appraisals and real estate tax estimates for cooperative and condominium units. We are not, in any way, associated with you or any other participant in the project, and have no beneficial interest in your business, or in profitability of the project. This is an opinion only as to the relative value of each

unit in relation to the value of the project as a whole; is strictly based on the information provided to us and such reasonable inquiries as to the validity thereof as we deemed appropriate under the circumstances; and, is not intended as a guarantee of the actual value of any individual unit. We consent to the inclusion of this letter in your offering plan.

Yours truly,

EQUITY VALUATION ASSOCIATES



Henry Arlin Salmon, CREA
New York State Certified General
Real Estate Appraiser No. 46-2234

HAS/Hs



Real Estate Appraisers
& Consultants

CHANGES IN PRICES AND UNITS

The Units will be offered for sale at the asking prices reflected in Schedule A, plus the prices of any options selected by purchasers. The Schedule A offering prices may only be increased or decreased by a duly filed amendment to the plan when the change in price is an across the board change affecting one or more lines of Units or Unit models or is to be advertised or is an individually negotiated increase.

Prices and specified terms of sale are negotiable and the sponsor may enter into an agreement with an individual purchaser to sell one or more units at prices lower than those set forth in Schedule A without filing an amendment.

No change in the price of a Unit will vary the estimated annual Common Charges for that Unit or its percentage of interest in the Common Elements. Pursuant to this paragraph, purchasers may pay different prices for similar interests.

The Sponsor also reserves the right to substitute for any of the materials specified in Part II Description of property, materials of Equal to or Better Quality in the construction or design of the Condominium due to the unavailability of materials or as may be authorized, approved or required by the lending institution or municipal authorities having jurisdiction there over.

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

Unless an affected purchaser consents, no material change will be made in Unit size, layout, or percentage of common interest if a purchase agreement has been executed and delivered to sponsor for that Unit and is in effect.

Unless all purchasers consent, no material change will be made in the size and no material adverse change will be made in the quality of common elements.

A decrease in a unit's area of 5% or less will not trigger the purchaser's consent unless such decrease is determined to be a material change. There is a rebuttable presumption that an area that is diminished by 5% or less is not material.

INTERIM LEASES

The sponsor may, at Sponsor's option extend an interim lease to any purchaser who has executed a contract of sale for a unit in the subject premises and is not in default thereon. It shall be in the Sponsor's sole and exclusive discretion as to whether or not to offer an interim lease. The Sponsor may for any, or for no reason refuse to offer an interim lease to any purchaser. Interim leases or short term leases shall not be offered to any party who has not executed a Purchase Agreement for a unit.

The interim lease shall not create a landlord-tenant relationship but shall be deemed a use and occupancy agreement and a part of the contract. No rental protection laws are applicable to the interim lease. The interim lease will provide that in the event the contract is cancelled, or the plan is abandoned the interim lessee will move out on 30 days written notice. The interim lease will further provide that an uncured default under the purchase agreement is a default under the interim lease, and that an uncured default under the interim lease is a default under the purchase agreement.

Notwithstanding the foregoing, before the Sponsor can utilize a default under the interim lease to declare a default under the purchase agreement, the Sponsor must either obtain an order from a court or agency of competent jurisdiction against the interim lessee; unless the interim lessee has vacated the unit. An interim lessee has 30 days to vacate the unit after receipt of written notice of a default; after delivery to the Sponsor of written notice of exercise of right of rescission; or after delivery to the purchaser of written notice that the Plan has been abandoned.

A person in possession who is not an owner cannot insure the unit since he or she has no ownership interest, and the unit cannot be doubly insured. A person who takes possession prior to closing assumes the risk of losses not covered by insurance.

Prior to the first closing, the entire building will be insured by the sponsor; after the first closing, the entire building will be insured by the condominium. In the event proceeds of insurance maintained by the Condominium are insufficient to repair damaged units, the Unit Owners will bear the responsibility for the cost of the repairs.

PROCEDURE TO PURCHASE

A. Any person may accept Sponsor's offer to sell the Units by entering into a Purchase Agreement with the Sponsor. The agreement provides that the purchaser will purchase from the Sponsor a designated Unit in the Condominium described in the Declaration creating such Condominium.

Purchasers will be afforded, at the Sponsor's sole option, either (i) no fewer than three (3) business days to review the Plan and all filed amendments prior to executing a purchase agreement, or (ii) a period of no fewer than seven days subsequent to the execution of the Purchase agreement to rescind the purchase agreement. Purchaser must either personally deliver a written notice of rescission to the sponsor or selling agent within the seven day period or mail the notice of rescission to the sponsor or selling agent and have the mailing post-marked within the seven day period. The down payment will be refunded promptly.

Upon signing the Purchase Agreement the purchaser shall make a down payment of 10% of the total price of his Unit plus the cost of special work ordered by the Purchaser. At the closing, upon full payment of the purchase price in cash or by mortgage, the purchaser will receive a bargain and sale deed with covenants against grantor's acts and containing the provisions set forth in Section 13 Subdivision 5 of the Lien Law, which will convey good and marketable title of fee ownership in the Unit and such percentage of common interest in the Common Elements as is set forth on Schedule A, free and clear of all liens and encumbrances other than those set forth in the

Plan. The purchase agreement may be modified with the consent of the purchaser and the Sponsor in a manner not inconsistent with law subject to the terms of the Plan.

Purchaser obligation to purchase may be contingent on obtaining financing. Such contingency is provided for in the purchase contract in Part II exhibit A.

The purchase agreement in Part II Exhibit A of this offering plan is contingent upon the purchaser receiving a mortgage commitment within forty five days after the purchase agreement has been fully signed and delivered to the purchaser. The Seller may extend the time period for an extra sixty days. In the event that the financing commitment lapses or expires prior to closing, and the purchaser has made a good faith effort to extend the commitment, the sponsor will grant the purchaser a right of rescission and a reasonable period of time to exercise the right.

The purchaser shall notify the Seller within five business days of the receipt by Purchaser of approval or disapproval of the mortgage application. In the event that the mortgage application is not approved, the Seller will refund the down payment and unexpended sums for special work ordered by the Purchaser within ten days of receiving notice of such non approval.

Under New York law, when a mortgage commitment is not fulfilled through no fault of a purchaser, performance is excused. Therefore, if the purchaser acts in good faith and the lender revokes the loan commitment after the contingency period expires, performance is excused, and the sponsor must grant to such purchaser a right of rescission and a reasonable period of time to exercise such right.

Once a mortgage commitment is obtained, it is the obligation of the Purchaser to keep the mortgage commitment in full force until the closing of title. The Purchaser must make a good faith effort to fulfill all requirements of the lending institution in order to maintain and extend the commitment, if necessary. If the Purchaser willfully takes action or fails to take action which results in the lender withdrawing the commitment, the Purchaser shall be required to close title or his deposit shall belong to Seller. Willful action or non-action would encompass such things as failure to meet reasonable requests by the lender for documentation required to maintain the commitment or purposely changing purchaser's financial profile so as to disqualify the purchaser for the mortgage already committed. In the event that the financing commitment lapses or expires prior to the closing and the purchaser has made a good faith effort to extend the commitment, the sponsor will grant the purchaser a right of rescission and thirty days to exercise the right.

Prospective purchasers must sign three duplicate original purchase. agreements and forward them along with the down payment to Sponsor's attorney. Within fifteen days after a purchaser delivers the executed purchase agreements together with the required deposit, the sponsor must either accept the purchase agreements and return two fully executed counterparts to the purchaser or reject the purchase agreements and refund the full deposit previously tendered. If the sponsor takes no action within the above time period, the purchase agreement shall be deemed rejected.

B. THE ESCROW FUNDS

1. The Escrow Agent:

The law firm of Carone & Associates, PLLC, with an address at 2055 Flatbush Avenue, Staten Island, New York, telephone number (718) 444-3301, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorneys to serve as signatories: Anthony Carone, Esq. All designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any authorized signatories on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

2. The Escrow Account:

The Escrow Agent has established the escrow account at Signature Bank, located at 9003 Third Avenue, Brooklyn, in the State of New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "the 271 McDonald Avenue Condominium Attorney Escrow Account ("Escrow Account")". The Escrow Account is federally insured by the FDIC at the maximum amount of \$250,000 per deposit. Any deposit in excess of \$250,000 will not be insured, unless Escrow Agent has established multiple accounts on behalf of Purchaser at various institutions. If Purchasers have accounts at the same bank as sponsor's account that holds the escrowed funds, purchaser funds at the escrow bank factor into the \$250,000 insurance limit.

All Deposits received from Purchaser shall be in the form of checks, money orders, wire transfers, or other instruments, and shall be made payable to or endorsed by the Purchaser to the order of Carone & Associates PLLC, as Escrow Agent.

Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account and released in accordance to the terms of the Purchase Agreement. In the event there is a rescission or default by purchaser, the sponsor shall return all money for upgrades, extras or custom work that has not yet been expended in commission of such work. If the plan is abandoned by the Sponsor, the sponsor will return all such moneys regardless of whether they are expended in the commission of the work.

The interest rate for all Deposits made into the Escrow Account shall be the prevailing rate for such accounts. Interest shall begin to accrue upon placing the Deposit into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

3. The Escrow Agreement:

The Escrow Agreement is attached hereto as Exhibit I in Part II of the Plan. The Escrow Agreement must be executed by the Sponsor, Purchaser, and Escrow Agent.

4. Notification to Purchaser:

Within five (5) business days after the Purchase Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Purchase Agreement and place the Deposit into the Escrow Account. Within ten (10) business days of placing the deposit in the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number and the initial interest rate to be earned on the Deposit. Any Deposits made for upgrades, extras, or custom work shall be initially deposited into the Escrow Account, and released in accordance to the terms of the Escrow Agreement.

The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, New York, NY, 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

5. Release of Funds:

All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be comingled with any other money or pledged or hypothecated by Sponsor, as per GBL § 352-h.

Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL §§ 352-e(2-b) and 352-h.

The Escrow Agent shall release the Deposit if so directed:

- (a) pursuant to terms and conditions set forth in the Purchase Agreement upon closing of title to the Unit; or
- (b) in a subsequent writing signed by both Sponsor and Purchaser; or
- (c) by a final, non-appealable order or judgment of a court.

If the Escrow Agent is not directed to release the Deposit pursuant to paragraphs (a) through (c) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer

than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (a) through (c) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the unit is located and shall give written notice to both parties of such deposit.

The Sponsor shall not object to the release of the Deposit to:

(a) a Purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

(b) all Purchasers after an Amendment abandoning the Plan is accepted for filing by the Department of Law.

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations.

Prior to the release of the Deposit, 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 circumstances.

6. 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 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 of the Escrow 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.

7. Miscellaneous Escrow Provisions

(a) The escrow agent shall be discharged from its obligations by the sponsor upon payment of the deposit and interest in accordance with the applicable regulations.

(b) Once his agency is discharged, the escrow agent shall be free to represent the sponsor in any lawsuits.

(c) The sponsor will not compensate the depository bank for acting as a depository.

(d) The sponsor will not compensate the escrow agent for acting as such.

8. Waiver Void:

Any provision in the Purchase Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding any Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and GBL §§ 352-e(2-b) and 352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan, or any amendment thereto.

C. GENERAL TRUST FUND PROVISIONS

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

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

(c) Before funds are transferred to a new escrow account, or if- the escrow agent is replaced, the plan will be amended to provide the same full disclosure with respect to the new account, the escrow agent and the escrow agreement as was originally provided. A bond, letter of credit or other security may be substituted for the escrow account only after the Department of Law approves in writing the use of such alternate form of security.

D. MISCELLANEOUS PROVISIONS CONCERNING PURCHASES

(1) Sponsor anticipates the First Closing to occur by June 1, 2021. Purchasers will be offered a right of recession is : (i) the actual date of the First Closing; or (ii) the projected date of the First Closing occurs later than June 1, 2022, which is twelve months after the currently projected date for the First Closing. If the Plan is amended to provide for a later projected date for the First Closing, Purchasers will be entitled to an offer of rescission if the First Closing occurs more than 12 months beyond that amended, later date.

However, Purchasers should note that even if the First Closing occurs on or before June 1, 2021 (or such other date projected as the date of commencement of the operation at the time the Purchase Agreement is entered into) or within the twelve month period thereafter, Sponsor may schedule the Closings of Title to other units significantly later than such date. . In any case, provided the Sponsor and its principals are diligently pursuing completion of construction and the issuance of a Certificate of Occupancy and is otherwise in compliance with its obligations under the Plan, Purchasers will not be entitled to a rescission or to make claims against the Sponsor for

damages or losses as a result of such delays and will not be excused from paying the full purchase price for the unit. Unless your Purchase Agreement contains an outside Closing date, the Sponsor is not obligated to schedule your Closing within any specified time frame or to ensure that Closing of your Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. In the event however, Sponsor cannot convey title to the unit on or before eighteen months from the date of the Purchase Agreement, affected Purchasers will be afforded the right of rescission

The Sponsor is not limiting the condition under which it will rent rather than sell Units. There is no commitment to sell more units than the 15%, which is equivalent to 2 residential units, necessary to declare the plan effective. There are no construction loan contingencies which would affect the sponsor obligation to sell or rent the Units.

(2) After the Plan has been declared effective the Sponsor will fix dates for closing title to all units for which purchase agreements have been executed by serving notice on each purchaser stating the date of the first closing and setting such purchaser's closing date. Such notice shall be served no less than thirty (30) days before the date set for the closing of the units. Sponsor may permit purchasers to waive this thirty (30) day provision by including such waiver in this plan or in an amendment thereto.

(3) The Sponsor is obligated to make written demand for payment after default by purchaser and afford the purchaser a thirty day period to cure said default prior to the purchaser forfeiting any money paid under the purchase agreement.

As set forth in the Purchase Agreement under Section 11 Default of Purchaser, TIME IS OF THE ESSENCE for closing on the scheduled date and curing any defaults within the allotted cure period as well as. As explained under that section, the dates set forth for the Purchaser to perform certain obligations under the Purchase Agreement are fixed and there are potential penalties if those dates are missed. Please review that section for details.

(4) The purchasers will be afforded, at the Sponsor's sole option, either (i) no fewer than three (3) business days to review the Plan and all filed amendments prior to executing a purchase agreement, or (ii) a period of no fewer than seven days subsequent to the execution of the Purchase agreement to rescind the purchase agreement. Purchaser must either personally deliver a written notice of rescission to the sponsor or selling agent within the seven day period or mail the notice of rescission to the sponsor or selling agent and have the mailing post-marked within the seven day period. The down payment will be refunded promptly.

(5) The risk of loss or damage to the unit by fire or any other cause until the delivery of the deed is assumed by the SPONSOR, provided that the PURCHASER has not taken possession of the premises, but without any obligation or liability by Sponsor to repair or restore the Unit. If Sponsor elects to repair or restore the Unit, the purchase agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or received 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 repairs 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 respective Boards and other Unit Owners if the declaration has heretofore been recorded, belong entirely to the Sponsor and, if such proceeds are paid to purchaser, purchaser shall promptly upon receipt thereof turn them over to sponsor.

In the event sponsor notifies purchaser that it does not elect to repair or restore 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, the purchase agreement shall be deemed cancelled and of no further force and effect and Sponsor shall return to purchaser all sums deposited by purchaser, together with interest thereon, if any, and neither party shall have any further rights, obligations or liability to or against the other under the purchase agreement or the offering plan, except that if purchaser is then in default under the purchase agreement (beyond any applicable grace period), sponsor shall retain all such sums deposited by purchaser, together with any interest earned thereon, as and for liquidated damages.

The Sponsor will notify the purchaser within thirty days of discovering the damage whether or not the damage from casualty will be repaired.

A person who takes possession prior to closing assumes the risk of loss not covered by insurance.

(6) The purchasers shall sign a power of attorney to the Board of Managers of the Condominium. This power shall be executed at the closing of title to the unit purchased by the purchaser and recorded simultaneously with the Deed to said unit.

The power of attorney located in Part II Section B of this Plan authorizes the Board of Managers to act on behalf of the purchaser to acquire and sell or lease a unit which is abandoned or the subject of a foreclosure sale.

(7) Any conflict between the plan and the purchase agreement will be resolved according to the terms of the plan.

(8) The purchase agreement and plan may not contain, or be modified to contain, a provision waiving purchaser's rights or abrogating sponsor's obligations under Article 23-A of the GBL.

(9) In the event that Purchaser fails to close title to the Unit on the date originally scheduled for the closing of title, postpones the closing for any reason, or is deemed at fault for not timely sending notice of a title defect and title thereafter closes, then:

(a) The closing apportionments shall be made as of the originally scheduled closing date regardless of when the actual closing of title occurs; and

(b) Purchaser shall pay Sponsor interest at the rate of 0.04% per day (or such lower rate per day which is the legal limit, if 0.04% per day exceeds the legal limit) on the total purchase price, computed from the original Closing Date until this transaction is actually closed, not to

exceed the sum of 16% per annum which is currently the maximum legal rate. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, the foregoing provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to the Unit on the rescheduled Closing Date.

The Geographic Targeting Order ("GTO") issued by the Financial Crimes Enforcement Network ("FinCEN" requires U.S. title insurance companies to report to FinCEN the personal identity of purchasers in residential real estate transactions in which:

- (1) the purchaser is a legal entity as defined in the GTO;
 - (2) the purchaser purchases residential real property located in the Borough of Bronx, Brooklyn, Queens, Manhattan, and Staten Island;
 - (3) the total purchase price is in the amount of \$300,000 or more;
 - (4) such purchase is made without a bank loan or other similar form of external financing;
- and
- (5) the purchase is made, at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, a money order in any form, a funds transfer, or virtual currency.

NONASSIGNABILITY OF PURCHASE AGREEMENT

The Sponsor will not permit the assignment or transfer of purchase agreements. Any assignment or transfer of the purchase agreement without the prior written approval of the Sponsor will cause the termination of the purchase agreement and the return of the down payment if the purchaser is not otherwise in breach of contract.

EFFECTIVE DATE OF PLAN

Sponsors' offer to sell is contingent upon the plan being declared effective and compliance with the relevant conditions and time periods hereinafter set forth.

The closing of the first unit by the sponsor may not occur before the plan is declared effective and the effectiveness amendment is accepted for filing by the Department of Law.

The plan may be declared effective by (i) an amendment to the Plan or (ii) by personal service of notice on every purchaser or by commencement of service by mail in the manner required by the regulations stating that the Plan is declared effective and submitting an amendment to the Department of Law within five (5) days confirming that the Plan was declared effective on a specific date.

Pursuant to existing law and regulation the Sponsor may declare the plan effective by selling a minimum of fifteen (15%) percent of the residential unit apartments in the building, which equals 2 residential units. Even if the Plan is declared effective with a minimum number of sales, it is possible that the Sponsor may be able to convert the building with fewer than the minimum number of sales, if Purchasers counted towards effectiveness do not ultimately purchase an

apartment. Notwithstanding the fact that not all purchasers used for purposes of declaring the plan effective may actually close, sponsor must re-declare the plan effective in order to consummate the offering plan in accordance with 13 N.Y.C.R.R. §20.1(c)(6). If all purchase agreements are rescinded or terminated prior to the date of the first unit closing, regardless of whether the condominium declaration has been recorded, sponsor must re-declare the offering plan effective. See Effective Date of Plan.

The Plan will not be declared effective based upon purchase agreements:

(a) signed by purchasers who have been granted a right of rescission that has not yet expired or been waived; or

(b) if the purchaser was not afforded (i) not fewer than seven (7) days after delivering an executed purchase agreement together with the required deposit to rescind the purchase agreement and have the full deposit refunded promptly or (ii) not fewer than three (3) business days to review the offering plan and all filed amendments prior to executing a purchase agreement. See Section 20.3(o) (15) of the regulation); or

(c) with any purchaser who is the sponsor, the selling agent, or the managing agent or is a principal of the sponsor, the selling agent or the managing agent or is related to the sponsor, the selling agent or the managing agent or to any principal of the sponsor or the selling agent or the managing agent by blood, marriage, or adoption or as a business associate, an employee, a shareholder or a limited partner; except that such a purchaser other than the sponsor or a principal of the sponsor may be included if the sponsor has submitted proof satisfactory to the Department of Law establishing that the purchaser is bona fide.

The plan must be declared effective when purchase agreements have been accepted by sponsor for eighty percent (80%) or more of the residential units (10 residential units) offered under the plan.

Notwithstanding the fact that not all purchasers used for purposes of declaring the plan effective may actually close, sponsor will re-declare the plan effective in order to consummate the offering plan in accordance with 13 N.Y.C.R.R. §20.1(c)(6). If all purchase agreements are either rescinded or terminated prior to the date of the first unit closing, regardless of whether the condominium declaration has been recorded, sponsor will re-declare the offering plan effective.

The plan may be abandoned by the sponsor, at its option, before it is declared effective. If the offering plan is to be abandoned after filing and the sponsor has accepted purchase agreements, the sponsor shall promptly submit an amendment to the Office of the Attorney General together with form RS-3 as promulgated by the Office of the Attorney General. If payments under purchase agreements have been received, the amount of such funds and the manner and time when such funds will be returned to purchasers must be disclosed. The funds must be returned within five (5) days after the amendment abandoning the plan has been accepted for filing. If there are no outstanding purchase agreements the sponsor need not submit an amendment but shall submit a form RS-3 to the Office of the Attorney General which shall be served simultaneously by the sponsor on all commercial or professional tenants, if any.

The plan may be declared effective by filing an amendment to the offering plan. All purchasers shall be identified by name, address, unit purchased, purchase price exclusive of extra features and total purchase price. No closings will be held until the effectiveness amendment has been accepted for filing.

Sponsor also agrees to submit to the Department of Law, if requested, copies of all purchase agreements (and any amendments or modifications) within five (5) business days after the request is made.

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

Sponsor cannot abandon the Plan for any judgments or liens against the property resulting from acts of the sponsor or any of its principals or which are known to the sponsor on the date of the Plan.

Purchasers should note that in the current real estate market, banks and other lenders are imposing various restrictions on purchase financing. Such restrictions include requiring that a certain percentage of apartments in a building or group of buildings be sold before a lender will consider making a loan. Thus it may be possible for a Purchaser to experience difficulty obtaining a loan in a building or group of buildings where the Sponsor or holder of unsold shares has not sold a substantial percentage of the apartments in the building or group of buildings, which in some cases may be as high as 70%. Moreover, some lenders will not provide financing in a building or group of buildings where an investor other than the original Sponsor has an ownership interest of 10% or more. It also may be difficult for a Purchaser to resell an apartment if prospective buyers are unable to obtain a loan due to the same minimum sales and investor ownership restrictions.

TERMS OF SALE

The form of deed to be delivered to a Unit owner at closing of the title to his/her unit shall be a Bargain and Sale Deed with covenants against grantor's acts in proper form for recording. A form of unit deed is contained in Part II of the Plan.

Closing of title is the actual transfer of ownership of the condominium unit by Sponsor to the purchaser following the contract of sale. Purchaser will receive not less than thirty (30) days written notice by Sponsor prior to the closing date.

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

The risk of loss or damage to the unit by fire or any other cause until the delivery of the deed is assumed by the SPONSOR, provided that the PURCHASER has not taken possession of the premises, but without any obligation or liability by Sponsor to repair or restore the Unit. If Sponsor elects to repair or restore the Unit, the purchase agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or received 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 repairs 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 respective Boards and other Unit Owners if the declaration has heretofore been recorded, belong entirely to the Sponsor and, if such proceeds are paid to purchaser, purchaser shall promptly upon receipt thereof turn them over to sponsor.

In the event sponsor notifies purchaser that it does not elect to repair or restore 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, the purchase agreement shall be deemed cancelled and of no further force and effect and Sponsor shall return to purchaser all sums deposited by purchaser, together with interest thereon, if any, and neither party shall have any further rights, obligations or liability to or against the other under the purchase agreement or the offering plan, except that if purchaser is then in default under the purchase agreement (beyond any applicable grace period), sponsor shall retain all such sums deposited by purchaser, together with any interest earned thereon, as and for liquidated damages.

The Sponsor will notify the purchaser within thirty days of discovering the damage whether or not the damage from casualty will be repaired.

A person who takes possession prior to closing assumes the risk of loss not covered by insurance.

A date for the closing of title will be set by the Sponsor in accordance with the Purchase Agreement. The closing of title to the first Units are expected to commence on or about June 1, 2021. Closings will only take place after or simultaneously with the happening of the following events:

1. The issuance of a temporary or permanent Certificate of Occupancy to the Unit or Building in which the Unit is located and any other necessary permits or certificates. A temporary certificate of occupancy certifies that the Unit is habitable and that all systems are functioning but that some work remains to be done prior to the building department issuing a permanent certificate of occupancy. The temporary certificate of occupancy runs for a period of 90 days and must be renewed by the Seller until the permanent is obtained. It is the responsibility of the Sponsor and its principals to keep the Temporary Certificate of Occupancy current and to obtain the Permanent Certificate of Occupancy. Sponsor projects it will obtain a permanent certificate of occupancy for the building within one year after the date of the first closing.

2. The Sponsor is not obligated under any construction financing.

In the event that sponsor obtains a mortgage or construction financing and such mortgage or construction financing will not be satisfied at or prior to closing of the first unit, each mortgagee will either:

(i) consent to the formation of a condominium and acknowledge that its lien will be limited to unsold condominium units;

(ii) subordinate the lien of its mortgage to the declaration of condominium; or

(iii) release its lien on the condominium unit being conveyed and its interest in the common elements.

3. Recordation and filing of the Declaration, By-laws, floor plans for the Condominium and such other documents are required by law, in accordance with the New York Condominium Act or applicable state and local law in the office of the Registrar of Kings County.

4. As required by Real Property Law Section 339-r, the discharge or partial release duly recorded of all liens affecting the unit to be closed except any mortgage requested by the purchaser at the time of closing representing a mortgage taken by the purchaser.

5. The purchaser being served with a written notice of the closing date at least thirty days in advance and opportunity to inspect the unit and other property subject to the declaration.

6. Amendment of the plan by sponsor to disclose that it has been declared effective and to confirm that any units to be closed have been constructed in accordance with any applicable plans and specifications and sponsor has complied with the requirements of the applicable regulations.

7. The purchaser shall execute a Power of Attorney instrument in the form provided in Part II of this offering plan designating the Board of Managers as his attorneys in fact, coupled with an interest for the purpose of managing, selling, mortgaging, leasing, voting or otherwise dealing with any homes acquired by the Board of Managers in accordance with any of the provisions of the By-laws and for purposes consistent with the implementation of the offering plan, as disclosed in the Procedure to Purchase Section.

8. Purchaser or Board of Managers shall receive subcontractors' warranty certificates for heating, plumbing, roofing and appliances relating to the purchaser's Unit or the Common Elements respectively, if any, to the extent made by such manufacturers and subcontractors and to the extent such warranties are assignable.

9. If so requested by the purchasers, a title insurance company licensed to do business in New York State shall agree to insure that such purchaser has good and marketable fee title in the Unit, free and clear of all liens and encumbrances except those set forth in the offering plan, and subject to the provisions of the Declaration and By-laws and any mortgage executed by the purchaser and that the Condominium was validly formed pursuant to Article 9-B of the Real

Property Law. The title company will affirmatively insure that none of the easements, covenants and agreements affecting title to the unit will affect the use of the premises as a condominium.

Sponsor anticipates the First Closing to occur by June 1, 2021. Purchasers will be offered a right of recession is : (i) the actual date of the First Closing; or (ii) the projected date of the First Closing occurs later than June 1, 2022, which is twelve months after the currently projected date for the First Closing. If the Plan is amended to provide for a later projected date for the First Closing, Purchasers will be entitled to an offer of rescission if the First Closing occurs more than 12 months beyond that amended, later date.

However, Purchasers should note that even if the First Closing occurs on or before June 1, 2021 (or such other date projected as the date of commencement of the operation at the time the Purchase Agreement is entered into) or within the twelve month period thereafter, Sponsor may schedule the Closings of Title to other units significantly later than such date. the closing of subsequent units maybe substantially delayed beyond such dates if a TCO has not been issued for such units or for the floor on which such units are located. In any case, provided the Sponsor and its principals are is diligently pursuing completion of construction and the issuance of a Certificate of Occupancy and is otherwise in compliance with its obligations under the Plan, Purchasers will not be entitled to a rescission or to make claims against the Sponsor for damages or losses as a result of such delays and will not be excused from paying the full purchase price for the unit. Unless your Purchase Agreement contains an outside Closing date, the Sponsor is not obligated to schedule your Closing within any specified time frame or to ensure that Closing of your Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER THE POSSIBILITY OF SUCH DELAYS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. Prospective purchasers should therefore carefully consider the possibility of such delays in their determination as to whether to purchase a unit. In the event however, Sponsor cannot convey title to the unit on or before eighteen months from the date of the Purchase Agreement, affected Purchasers will be afforded the right of rescission.

The Unit Owner, at his/her option, may purchase title insurance covering his/her interest in the Unit. Title to the Unit will be subject to the following:

(1) State of facts of the property as shown on a survey and any additional state of facts which a subsequent survey would show provided such additional state of facts would not render title unmarketable.

(2) Sewer, water, drainage, electric, plumbing, heating, gas, telephone, cable television and other utility easements or consents, if any, granted or which may be granted hereafter.

(3) All of the terms, covenants and conditions of the Declaration, the By-laws, and the Building Plans as filed or recorded and the Offering Plan and amendments thereto.

(4) All easements set forth in the By-laws and the Declaration as they are subsequently recorded and in the Offering Plan and Purchase Agreement including:

(a) Easements in favor of the Owners of other Units to use the pipes, wires, conduits, cable television and public utility lines located in the Common Elements or in the Units itself servicing such other Units and easements of necessity in favor of the other Units and/or the common elements;

(b) Easements in favor of the Board of Managers, its agents, contractors and employees to have a right of access to the Unit and to the Common Elements to inspect, maintain or repair or to make repairs to the Unit to prevent damage to the Common Elements or any other Units, to make repairs to the Common Elements, to any wires, pipes, conduits or cable television system servicing any of the Units or to make repairs to any other Unit;

(c) Easements in favor of those Units having restricted use to portions of the Common Elements;

(d) Easements for the continuance of encroachments on the Unit or on the Common Elements by other Units or portions of the Common Elements, now existing by reason of the construction of the Units, or hereafter occurring by reason of the settling or shifting of the Units, or by reason of the repair and/or restoration by the Board of Managers of the Units or such other Units or such Common Elements, after damage by fire or other casualty or after taking in condemnation or eminent domain proceeding, or by reason of an alteration to the Common Elements made by the Board of Managers, so that any such encroachments may remain so long as the Building within which the Unit is located shall stand.

(e) Easements in favor of the Sponsor for sale and construction purposes.

(5) Covenants, restrictions, easements, charges and liens applicable to the Condominium and the Common Properties upon the filing in the King's County Registrar's office, prior to the transfer of title to the first Unit, of the Declaration of Covenants, Restrictions, Easements, Charges and Liens governing the Properties together with the By-laws annexed to and made part of said instrument.

The Sponsor has been advised by its counsel that in Counsel's opinion, none of the exceptions to title hereinabove set forth are contrary to the terms of the Purchase Agreement, nor do they interfere with the quiet use and enjoyment of the purchaser's Unit as represented in this Offering Plan.

(6) All personal property located within the unit on the date the purchase agreement is signed or located within the common elements on the date the Declaration is filed, that is owned by the Sponsor or the owner of the property, is included in the conveyance unless specifically excepted in this offering plan,

(7) The amount of real estate tax escrow will be disclosed in the first post closing amendment.

UNIT CLOSING COSTS AND ADJUSTMENTS

As set forth in the Purchase Agreement in Part II of this plan, real estate taxes, common charges and other items will be apportioned at closing. Any errors or omissions in computing apportionments at closing shall be corrected and payment made to the proper party after discovery, which obligation shall survive the closing. In the event that the units have not been separately assessed at the time of closing, the Sponsor will pay any open real estate taxes and receive reimbursement from the unit owner at the time the individual assessments are made.

At the time of closing, each Purchaser of a unit will pay certain closing costs in addition to the legal fees of such Purchaser's counsel and the amount of any net credit in favor of Sponsor resulting from the closing apportionments described above. Such closing costs shall include the following, the amounts of which are based on rates in effect on the date of the Plan.

a. If Purchaser elects to obtain fee title insurance, Purchaser will pay a premium to the title company for such insurance, which will vary depending upon the amount of insurance purchased. The premium for fee title insurance, if ordered through a title insurance company (the Purchaser is free to choose any title company without incurring additional fees from the Sponsor), should be \$414.00 for the first \$500,000.00 of fee insurance plus \$378.00 for each additional \$1,000.00 up to \$1,000,000.00 plus and additional \$348.00 for each additional \$1,000.00 past \$1,000,000.00. The premium for mortgage title insurance should be \$346.00 for the first \$500,000.00 plus \$314.00 for each additional \$1,000.00 up to \$1,000,000.00

b. Purchaser will pay a fee to the City Register for recording the deed and the power of attorney and will pay a filing fee for the RP-5217 form. In addition, Purchaser's title insurance company may charge various fees and service charges in connection with such recordings and filings, all of which shall be payable by Purchaser.

c. If Purchaser obtains a mortgage loan, Purchaser shall pay all closing costs associated with such loan, which may include, but need not be limited to, the following:

(a) a fee and service charge for recording the mortgage at the same rates given above for recording the deed and power of attorney;

(b) a mortgage recording tax in the amount provided for by law, which on the date hereof is 2.05% of the principal amount of the mortgage for mortgages of less than \$500,000 and 2.175% of the principal amount of the mortgage for mortgages equal to or greater than \$500,000 (further, pursuant to law, the mortgagor receives a \$25 deduction and the mortgagee pays .25%, and in each case, the amount payable to Sponsor under subparagraph (c) below is deducted);

(c) to Sponsor, a sum equal to the full amount (but not in excess thereof) of the partial mortgage recording tax credit provided by Section 339-ee(2) of the New York Condominium Act, to the extent the same is or becomes available, as a reimbursement for the mortgage recording taxes previously paid (such credit is based, in general, on the

Common Interest of the Units being purchased multiplied by a portion of the mortgage tax previously paid on account of pre-existing mortgages on the Property);

(d) the premium for mortgage title insurance, if required by Purchaser's lender;

(e) deposits for Common Charges, real estate taxes, any assessments, water charges and sewer rents (if separately assessed), if required by Purchaser's lender; and

(f) such other costs and expenses in connection with such loan as determined by Purchaser's lender.

d. Purchaser will be required to pay the amount of \$1,500.00 to Carone & Associates, PLLC Sponsor's counsel, for each Unit purchased hereunder, in order to defray Sponsor's legal fees for services in connection with preparing the deed and power of attorney and for coordinating and attending the closing and \$250 for the preparation of ACRIS transfer documents required by the City of New York. If Purchaser obtains financing and the lender is unwilling to close at the offices of Sponsor's counsel or if Purchaser otherwise requests that the Closing occur other than at the office of Sponsor's counsel (or such other place as Sponsor may designate in its closing notice) and Sponsor in its sole discretion consents to such request, the closing may be held elsewhere in New York City, provided that Purchaser shall pay Sponsor's counsel a travel fee of \$250 if the closing is held elsewhere in Brooklyn and \$150 if the closing is held in another borough other than Brooklyn. If, through no fault of Sponsor, Purchaser fails to close on the date scheduled by Sponsor (including, without limitation, the failure of Purchaser or Purchaser's attorney to give at least ten (10) days' prior written notice of a title defect as required in Article 7 above and the failure of Purchaser to have payment in proper form available at closing), then Purchaser shall pay to Sponsor's counsel an additional fee of \$250 for each Unit purchased hereunder for each rescheduled closing to help defray the cost of preparing for and coordinating the new closing and recalculating the closing apportionments. If Purchaser shall obtain mortgage financing, then Purchaser shall pay an additional fee of \$450 to Sponsor's counsel to defray the additional costs associated therewith. In addition, 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 (or Purchaser otherwise exercises its limited right with respect to an assignment as provided in Section 23.4 hereof), a fee of \$850, shall be payable by Purchaser to Sponsor's counsel, for preparation of an assignment agreement. Purchaser may be required to pay more than one fee pursuant to the preceding sentence and forgoing provisions with respect to a single Unit. At Sponsor's option in its sole discretion, any one or more of the foregoing fees to be paid to Sponsor's counsel shall be paid by Purchaser in advance, prior to closing, upon notice to Purchaser.

Purchaser shall also be required to pay the sum of \$2,500.00 to the sponsor to help defray the costs of the Offering Plan Preparation.

e. Purchaser shall make a contribution to the Working Capital Fund of the Condominium, payable to the Board, in an amount equal to two (2) month's Common Charges then in effect for each Unit pursuant to the Condominium budget and in accordance with Schedule A in the Plan, as the same may be amended from time to time.

f. Purchaser shall pay to the Board the Common Charges for the Unit for the first full month following the month in which title closes. In the event that Purchaser defaults in respect of the terms, provisions and conditions of the By-Laws, the Board may use, apply, or retain the whole or any part of the security so paid in advance to the extent required for the payment of any Common Charges or any other sum as to which Purchaser is in default; and such Unit Owner shall, within thirty (30) days after notice from the Board, deposit with such Board the amount so applied or retained so that at the option of the Board, such Board shall have the full amount of said security on hand at all times. The provisions of the preceding sentence shall survive the closing of title.

g. Although the payment of transfer taxes is the seller's obligation, the Sponsor is transferring the obligation to the purchaser. Purchaser shall pay the Real Estate Transfer Tax due to the State of New York (the so-called "deed stamps" and, if applicable, the so-called "mansion tax"), the Real Property Transfer Tax due to the City of New York and any other real property transfer tax due to the City or State of New York. Purchaser agrees to indemnify and hold Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) incurred by Sponsor by reason of the non-payment by Purchaser of any of the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit. Purchaser's obligations to pay the taxes described herein and to indemnify Sponsor as herein provided shall survive the closing of title or the termination of this Agreement. There will be no supplemental transfer tax due as none of the unit sales prices will exceed \$2,000,000.00.

The transfer taxes which are ordinarily paid by the Seller are paid by the Purchaser under this Offering Plan and purchase agreement. New York City considers this payment by purchaser additional consideration upon which a transfer tax is due. The figures at the beginning of this section are based upon such "grossed-up" consideration. If such "grossed-up" consideration exceeds \$1,000,000 by virtue of the purchaser's payment of the state and city transfer taxes, the mansion tax will apply and will be paid by the Purchaser.

All fees are cumulative to the extent applicable to an individual Purchaser. If for example, Unit 3A has a purchase price of \$1,226,000 and a simultaneous mortgage of \$980,800 and title insurance, the following closing costs are estimated:

(a)	Title insurance	\$ 5,068.00
(b)	Recording Deed	\$ 400.00
(c)	Recording Power of Attorney	\$ 200.00
(d)	State and City Transfer taxes	\$ 22,783.00
(e)	Recording Mortgage	\$ 400.00
(f)	Mortgage Title Insurance	\$ 1,055.00
(g)	Bank attorney and misc bank charges	\$ 1,500.00
(h)	Mortgage tax	\$ 18,850.00
(i)	Mansion tax	\$ 12,260.00
(i)	Capital contribution	\$ 644.00
(j)	First month's common charges	\$ 322.00

(j)	Sponsor's counsel	\$ 1,500.00
(k)	Sponsor for Offering Plan prep	<u>\$ 2,500.00</u>
	Total	\$ 67,482.00

The above mortgage costs are based upon an 80% thirty year mortgage (\$980,800.00 and do not include such things as points or mortgage broker fees if applicable.

Furthermore, purchasers obtaining mortgage loans may be required to escrow with the mortgagee sufficient monies to pay the real estate taxes, insurance, sewer, water, or other items next coming due (the amount of such escrow cannot now be determined and will depend on the number of months remaining between the closing of title and the date these amounts are next due to be paid and the estimated amounts then payable, as well as the discretion of the mortgagee).

To the extent the above escrow is not required by a purchaser's mortgagee, or if purchaser does not have a mortgage, if units have not been separately assessed for real estate tax purposes prior to the closing of title to the first unit, sponsor must place in escrow in the name of the Board of Managers an amount equal to the unpaid real estate taxes which will be levied against the parcel for the six month period following the first closing or until the units are separately assessed, whichever is shorter. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable and the sponsor is entitled to a pro rata reimbursement from unit owners.

For individuals seeking mortgages in excess of 80% of the sales price, private insurance may be necessary at additional costs, which may include ½% of the mortgage at closing plus ¼% each year until the mortgage principal reaches the level of 80% of the purchase price.

At the time of the transfer of the condominium to the unit owners, the sponsor and the condominium shall adjust certain items such as insurance, open water and sewer charges, and any prepaid Schedule B items. The post closing amendment will state the amount of tax escrow that the Sponsor has deposited with the board.

If the units have not been separately assessed for real estate tax purposes prior to the closing of title to the first unit, the sponsor may place in escrow, in the name of the Board of Managers, an amount equal to the unpaid real estate taxes which will be levied against the parcel for the six months period following the first closing. Alternatively, the sponsor may place in escrow, in the name of the Board of Managers, an amount equal to the real estate taxes attributable to the unsold units for such six month period and may collect at each closing the estimated amount of taxes attributable to such unit for the balance of the six month period. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable and the funder of the escrow account will be entitled to reimbursement from unit owners to the extent of the actual assessment.

The amount of the real estate tax escrow will be disclosed in the first post-closing amendment to the offering plan.

RIGHTS AND OBLIGATIONS OF SPONSOR

The sponsor shall be obligated to perform the following:

1. Sponsor retains the unconditional right to rent rather than sell Units. Because sponsor is not limiting the conditions under which it will rent rather than sell Units, there is no commitment to sell more Units than the 15% of the residential units (2 residential units) necessary to declare the plan effective and owner-occupants may never gain effective control and management of the condominium.

The Sponsor is not obligated under any construction financing. In the event that sponsor obtains a mortgage or construction financing and such mortgage or construction financing will not be satisfied at or prior to closing of the first unit each mortgagee will either:

(i) consent to the formation of a condominium and acknowledge that its lien will be limited to unsold condominium units;

(ii) subordinate the lien of its mortgage to the declaration of condominium; or

(iii) release its lien on the condominium unit being conveyed and its interest in the common elements.

2. Sponsor is obligated to defend any suits or proceedings arising out of sponsor's acts or omissions and to indemnify the Board of Managers and the Unit owners.

3. All representations under the offering plan, all obligations pursuant to the GBL, and such additional obligations under the offering plan which are to be performed subsequent to the closing date will survive delivery of the deed.

4. Disclaimers or limitations of liability on the part of the sponsor or its principals for failure to perform any obligation imposed by applicable statute or regulation may not be included. The plan may not include any financial limitation on sponsor's liability for failure to perform its obligations under the offering plan.

5. The sponsor agrees to pay all common charges, special assessments and real estate taxes with respect to unsold Units. Sponsor represents that it has the financial resources to meet its obligations with respect to unsold Units. The sponsor will fund its obligations by funds on hand. No bond or other security has been furnished to secure sponsors obligations.

6. Sponsor is obligated to repair any damage from a casualty or other cause that occurs before the closing of a purchaser's Unit. This obligation shall extend to the common elements, including the limited common elements. In the event that there is substantial damage to the structure housing the unit, the purchaser may withdraw from the contract and receive the return of his down payment or the Sponsor may elect not to make the repairs and terminate the contract of sale.

The Seller will notify the Purchaser within thirty days of discovering the casualty whether or not it will repair any damage resulting from a casualty. If the Sponsor elects to repair the damage, the repairs will be made as promptly as possible and the unit/common areas will be restored to substantially the same condition as prior to the casualty.

If, after making a good faith effort to extend the term of the commitment to enable the Sponsor to repair the damage, an extension is not obtained, the Purchaser will be offered a right of rescission as discussed on page 29.

7. Prior to the first closing, the entire building will be insured by the sponsor; after the first closing, the entire building will be insured by the condominium. In the event proceeds of insurance maintained by the Condominium are insufficient to repair damaged units, the Unit Owners will bear the responsibility for the cost of the repairs. Sponsor shall procure fire and casualty insurance pursuant to a replacement value policy or in an amount sufficient to avoid coinsurance, as reflected in Schedule B.

8. In the event of the dissolution or liquidation of the sponsor or the transfer of 10 or more residential units or 20 percent or more of the total number of residential units, the principals of the sponsor will provide financially responsible entities or individuals who will assume the status and all of the obligations of the sponsor for those units under the offering plan, applicable laws and regulations.

9. The Sponsor is not obligated under any construction financing. In the event that sponsor obtains a mortgage or construction financing and such mortgage or construction financing will not be satisfied at or prior to closing of the first unit each mortgagee will either:

(i) consent to the formation of a condominium and acknowledge that its lien will be limited to unsold condominium units;

(ii) subordinate the lien of its mortgage to the declaration of condominium; or

(iii) release its lien on the condominium unit being conveyed and its interest in the common elements.

10. The sponsor is obligated to build and complete the condominium in accordance with the building plans and specifications identified in the plan with the right of sponsor to substitute of Equal to or Better Quality equipment and materials and make modifications of layout and design, provided however, that sponsor may not:

(i) substitute equipment or materials of lesser quality or design; or

(ii) change the size, location of buildings or units other improvements or common elements if such changes affect the percentage common interests or adversely affect the value of any unit to which title has closed or for which a purchase agreement has been executed and is in effect unless all affected unit owners and contract vendees consent in writing to such change.

11. Prior to closing the first Unit, sponsor must obtain a permanent, temporary or partial certificate of occupancy for the Unit or the building in which the Unit to be closed is located.

Purchasers are advised that in New York City, newly constructed and newly renovated building are sometimes offered as condominium projects without a final certificate of occupancy ("FCO") covering the entire building but with only a temporary certificate of occupancy ("TCO") and sometimes several successive temporary certificates of occupancy. Certificates of occupancy are generally governed by Section 301 of the New York Multiple Dwelling Law and local building codes and rules. Both TCO's and FCO's are issued by the New York City Department of Buildings ("DOB"). A TCO is intended to indicate that the property is safe for occupancy, but means that not all of the construction work and/or inspections have been performed, or that not all of the required documents have been submitted to the DOB. All TCO's have an expiration date. A TCO typically expires 90 days after the date of issuance. When a TCO expires and is not renewed, it may be difficult or impossible to buy insurance, refinance, or sell units. In New York City, it is common for sponsors to commence unit closings when some or all units are covered by a TCO rather than a FCO. Sponsor anticipates this scenario may occur. Sponsor and its principals will undertake the responsibility for extending each TCO receive prior to expiration thereof, and ultimately for obtaining a FCO covering the entire building within two years from the date of the issuance of the first TCO. However, Sponsor and its principals make no representation or guarantee that DOB will issue the FCO within such two year period. Notwithstanding the foregoing, Sponsor and its principals are obligated to procure the FCO for the entire building and shall exercise best efforts to obtain the FCO withing such two year period while keeping the TCO current. Unit owners and the Board of Managers shall be obligated to cooperate and refrain from obstructing sponsor in these undertakings.

Buyers are advised to visit DOB website for further recommendations when purchasing a unit in a building that does not have a FCO. A factsheet on certificates of occupancy is available om the DOB website at: http://www.nyc.gov/html/dob/downloads/pdf/co_factsheet.pdf.

Sponsor will complete the Common Elements prior to the closing of the first unit. No bond has been posted to insure completion of the Common Elements.

12. In the event any closing of title occurs before the issuance of a permanent certificate of occupancy, 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 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 or architect may be release from the special escrow account. Until a permanent certificate of occupancy is obtained, each post closing amendment will include/update the architect's certification of the amount required to obtain the permanent certificate of occupancy and disclose/update the amount retained in escrow. Alternatively, sponsor may deposit with an escrow agent an unconditional, irrevocable letter of credit or post a surety bond in the amount so certified or provide other collateral acceptable to the Department of Law. The plan must be amended to reflect such alternative security arrangement.

13. Effective March 1, 1989, a new law went into effect which grants to buyers of most newly constructed units a Housing Merchant Implied Warranty. (General Business Law Article 36-B Section 777,777-a and 778-b)

The following is a brief summary of that law. The full text of the law appears in Part II of the Plan in Section J.

1. Housing effected: Newly constructed single-family homes and cooperative and condominium units in buildings of five stories or less.

2. Coverage:

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

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

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

3. Not covered

(a) A defect not caused by defective workmanship, material or design.

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

(c) Defects in items sold with the home, such as stoves, refrigerator, air conditions, etc.

There are implied warranties from the manufacturers of such goods which are described in other laws.

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

5. Limitation of the Warranty: The Housing Merchant Implied Warranty can be limited. However, the limited warranty cannot permit construction which is below code or below locally accepted building practices, and the limited warranty time periods cannot be shorter than those described above. The Sponsor has limited the warranty as indicated following the purchase agreement in part II Section A of this plan.

The limited warranty in summary limits the Sponsor's liability to 75% of the purchase price set forth in the purchase agreement. The warranty also does not cover consequential, incidental, special or indirect damages except as required by law.

The limited warranty specifically identifies the builder's responsibility for defects of a latent or hidden nature and specifically excludes all other warranties of every kind, express and implied on the construction and sale of the home, its workmanship and materials and its fitness for use and habitability.

The Sponsors warranty obligations reflects this new law. For a fuller explanation of such warranty see the purchase agreement located in Part II Section A of this Plan and the full text of the law at the end of this Plan.

The Housing Merchant Implied Warranty applies to the common elements as well as to the individual units.

The sponsor's obligation, regardless of any limitations in the warranty or in this offering plan, is to construct the premises in accordance with all applicable codes and filed plans and specifications, and that any conflict between the disclaimers and the sponsor's obligation to

construct the premises in accordance with all applicable codes and filed plans and specifications shall be resolved in favor of the latter.

14. At or prior to the closing of the Unit, sponsor must assign any manufacturer's warranties with respect to equipment and appliances installed in the Unit to the Unit owner and assign any warranties with respect to equipment and appliances installed in the common elements to the Board of Managers.

15. Sponsor agrees to pay for the authorized and proper work involved in the construction and establishment and sale of the condominium that sponsor is obligated to complete under the plan and will cause all mechanics liens with respect to such construction to be promptly discharged or bonded.

16. Sponsor shall deliver a set of "as-built" to the Board of Managers following completion of construction.

17. No bond or other security has been furnished to secure the performance of the Sponsor's obligations. Sponsor represents that it has the financial resources to meet its obligations with respect to unsold units and to meet its obligations under the Offering Plan.

18. Sponsor has a right of access to complete construction of the condominium. The Sponsor will give a Unit owner 24 hour prior notice before their Unit is accessed, except in the case of an emergency. It is obligated to repair any damages caused as the result of its work if notified during the warranty period in the manner set forth above. Sponsor will not interfere with the Unit owners' reasonable use of their unit during any work period. However, there may be a temporary limitation as to the use of the public areas, and common areas.

The common areas and public areas of the development include the roadway and yards. During the completion of construction access to these areas may be partially blocked due to completion of utilities, landscaping or concrete surfacing, but any such blockage shall not interfere with a unit owner's ingress and egress to his/her unit.

19. Purchase shall carefully inspect the Unit prior to closing of title and execute at such time an inspection statement. If Purchaser finds that Sponsor's improvements have not been completed, the Sponsor and Purchaser will agree to include on the inspection statement a list of incomplete work to be completed in the Unit by the Sponsor following closing of title (punch list items). All punch list items shall be corrected within thirty days of closing unless otherwise noted on the punch list. Sponsor shall have no obligation to complete any work to the Unit which is not specifically designated on the inspection statement by Purchaser, except for work necessary to cure violations and to obtain a permanent certificate of occupancy covering the Unit or work covered by the Housing Merchant Implied Warranty. In no event shall a purchaser be required to close if there are items of a material nature the need to be completed.

CONTROL BY THE SPONSOR

The initial Board of Managers shall be appointed by the Sponsor. There will be one member of the board. The initial board will be composed of Roy Raineri, the principal of the Sponsor. During this period, the Sponsor will have control of maintenance, facilities and services to be provided and will determine the common charges to be paid by all unit owners, including the Sponsor. The Sponsor will call a meeting of unit owners within sixty (60) days of the first closing to discuss the operation of the Condominium. The Sponsor will remain in control of the Board and Association after such meeting.

The sponsor will be in control of the Condominium for a period of the earlier of 2 years after the 1st closing or whenever the unsold units constitute less than 50% of the common interest. With this time period, the Sponsor shall call the first Annual Unit Owners meeting. At such meeting a new Board of three Managers unrelated to the Sponsor will be elected by a vote of all unit owners, including the Sponsor. The Sponsor shall be entitled to vote the units standing in its name as of the date of the meeting. The Board of Managers so elected shall serve for a period of one year until the second annual meeting of the unit owners. Thereafter, annual meetings shall be held on the anniversary date of the first meeting.

At the second annual meeting of Unit Owners, a Board of Managers will be elected by a vote of all Unit Owners, including the Sponsor, if Sponsor still owns any Units. Given that the Sponsor may still own enough units and consequential have enough votes to elect the majority of the board members, Sponsor may still control the board beyond the First Annual meeting of the Unit Owners and Sponsor's effective control of the board may not actually end until the Second Annual meeting of the Unit Owners, whereby Sponsor agrees not to elect more than one member to the board.

The Sponsor agrees that the By-laws will not be amended while Sponsor is in control of the Board of Managers unless there is a prior approval of such amendment by the vote of 80% in number and in Common Interest of the Unit Owners (other than Sponsor) at a meeting of Unit Owners held for such purpose.

Sponsor may not exercise veto power over expenses described in Schedule B, or over expenses required: (i) to comply with applicable laws and regulations; or (ii) to remedy any notice of violation or; (iii) to remedy a work order by an insurer or; (iv) for any repair or replacement necessary for the preservation or safety of the Building or for the safety of occupants of the Building or required to avoid the suspension of any necessary service to the Building.

Sponsor may exercise veto power over expenses other than those described above for a period ending not more than five (5) years after the closing of the first unit or whenever the unsold units constitute less than twenty-five percent (25%) of the common interest, whichever is sooner.

During any period that the Sponsor controls the board, the board of managers may not enforce (as a result of sponsor's control thereof) the obligations of the sponsor under the Plan or as otherwise required by law, and in such case, the unit owners may have to undertake at their own expense, enforcement of the obligations of the Sponsor. During the period that the Sponsor

controls the board, the sponsor agrees that it will enforce such obligations pursuant to a resolution passed by a majority of the unit owners excluding the sponsor at a special meeting called for that purpose. During any period that the Sponsor controls the board, the insurance coverage cannot be less than what is required by the Budget on page 16 of this plan.

Notwithstanding anything to the contrary contained in the By-Laws in Part II, for a period of two years after the filing of the Condominium Declaration or whenever the sponsor owns less than 5% of the common interest, whichever is less, the Board of Managers may not, without the Sponsor's written consent (i) make any addition, alteration or improvements to the Common Elements or to any units (ii) assess any common charges for the creation of, or addition to or replacement of all parts of a reserve for contingencies provided in the estimate of receipts and expenses for the first year of operation set forth in Schedule B of the Plan of Condominium Ownership; or (iii) hire any employees in addition to the employees referred to in the Plan of Condominium Ownership or; (iv) enter into any service or maintenance contract for work not covered by contracts in existence as of the date of the first closing of title to a unit or (v) borrow money on behalf of the Condominium.

The Board has a fiduciary duty to act in the best interest of the Condominium, even during the control period.

BOARD OF MANAGERS

The affairs of the Condominium shall be governed by a Board of Managers. The Board has a fiduciary duty to act in the best interest of the Condominium, even during the control period. Until the first meeting of the Unit Owners, the Board of Managers shall consist of one (1) person designated by the Sponsor of the Condominium. The initial Board will be composed of Roy Raineri, a principal of the Sponsor.

The first annual meeting of owners will take place within thirty (30) days after the earlier of (i) two years after the closing of the first Unit, or (ii) whenever the unsold units constitute less than fifty percent of the common interests.

After the first annual meeting of Unit owners, the Board of Managers shall consist of three persons elected by all Unit owners (including the Sponsor), but the Sponsor's right to elect members of the Board shall be subject to the limitations set forth in the by-laws. The by-laws include a provision that a majority of the board of managers must be owner-occupants or members of an owner-occupant's household who are unrelated to the sponsor and its principals after the end of the initial sponsor control period. The members of the Board must be at least eighteen years of age and comply with the provisions of the By-Laws Article II Section I in Part II of this Plan.

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

The Condominium units may be purchased by non-resident owners. The owner-occupants and non-resident owners, including sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for purchasing, i.e., purchase a home as opposed to as an investment.

Subject to the limitation on Sponsor's control, at the first meeting of the Unit owners, the term of office of all three members of the Board of Managers shall be fixed at one (1) year. The members of the Board of Managers shall hold office until their respective successors shall have been elected by the unit owners.

A special meeting of the Board of Managers may be called by the President on two (2) days notice of such meeting to each member either personally or by telephone, mail or facsimile. Special meetings may be called by the President or Secretary in a like manner and on like notice on the written request of at least two (2) managers.

At any regular or special meeting of Unit owners, any one or more of the members of the Board of Managers may be removed with or without cause by a majority of the Unit owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the Unit owners shall be given an opportunity to be heard at the meeting. Notwithstanding the above, the Sponsor has the right to appoint a board member to fill the vacancy created by the removal or resignation of a member appointed by the Sponsor unless the vacancy occurs during a period when the Sponsor does not have the right to appoint a member.

Officers and members of the Board of Managers serve without compensation.

Powers of the Condominium Board include, but shall not be limited to the following:

1. To determine and levy monthly charges (common charges), and to collect and expend them.
2. To make repairs, restore or alter any units or the common elements after damage or destruction.
3. To enter into and upon the unit for maintenance or repair purposes.
4. To open bank accounts on behalf of the Condominium.
5. To insure and keep insured the common elements and Units;
6. To collect delinquent assessments by suit and/or enforce compliance with basic documents and abate nuisances.
7. To purchase any Unit at a foreclosure sale on behalf of all unit owners.
8. To make and amend reasonable rules and regulations.
9. To employ and terminate the employment of employees and independent contractors and to purchase supplies and equipment and to enter into contracts.
10. To bring and defend actions by and against more than one Unit owner pertinent to the operation of the Condominium.
11. To act as an agent of each unit owner who has given his written authorization to complain or apply to the local or county real estate tax assessment agency board of review by filing a single complaint on behalf of all such unit owners pursuant to the applicable sections of the Real Property Tax Law.

The members of the Board of Managers shall not be liable to the Unit Owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Unit Owners shall indemnify and hold harmless each of the members of the Board of Managers against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Condominium unless such contracts shall have been made in bad faith or contrary to the provisions of the Declaration or of the By-Laws. The indemnification obligation of the unit owners will be limited to their respective interests in the Units and common elements unless otherwise prohibited by law.

It is intended that the members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium. It is also intended that the liability of any Unit owners arising out of any contract made by the Board of Managers or out of the aforesaid indemnity in favor of the members of the Board of Managers shall be limited to such proportion of the total liability there under as his interest in the common elements bears to the interests of all Unit owners in the common elements. Every agreement made by the Board of Managers or by the Managing agent or the Manager on behalf of the Condominium shall provide that the members of the Board of Managers, or the managing agent, or the manager, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability there under (except as Unit owners), and that each Unit owners liability there under shall be limited to such proportion of the total liability there under as his interest in the common elements bears to the interest of all Unit owners in the common elements. The indemnification liability of the unit owners shall be several, not joint and several.

Each Unit Owner (including the Sponsor and the Board of Managers, if the Sponsor and Board of Managers shall own or hold title to one or more Units), shall be entitled to cast one vote at all Unit owners meetings for each unit owned by such Unit owner, but the Board of Managers shall not cast any votes for the election of any member of the Board. . It requires a vote of 80% of the Unit owners in number and common interest to amend the By-Laws of the Condominium. Any change in the Declaration of the Condominium after it is filed requires a 90% vote of the Unit owners in number and common interest. If a unit owner owns more than one unit, the unit owner may cast more than one vote. The Sponsor will not use its votes, regardless of the number of units owned by Sponsor, to control the board beyond the control period.

RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND BOARD

Each Unit Owner is free to sell or lease his/her Unit provided that he/she is not in arrears in the payment of Common Charges. A Unit Owner is free to make a gift of his/her Unit to anyone during his/her lifetime or to devise his/her Unit by last will and testament or to have it pass by intestacy without any restriction provided, however, that such new Unit Owner shall be bound by the Condominium Plan. No Unit can be sold or leased without a simultaneous sale or lease of the undivided interest in the Common Elements. These provisions are subject to change by amendment to the By-laws. Procedures for their implementation may be set forth in the Rules and Regulations.

The Sponsor or any mortgagee acquiring title to a Unit in foreclosure can sell or lease a Unit free of any of the foregoing restrictions.

In order to provide for congenial occupancy of the Property and for the protection of the values of the units, the use of the Property shall be restricted to and shall be in accordance with the following provisions as per the By-laws.

(a) The Units shall be used by Unit owners (other than the Sponsor) only for one family residential use and in compliance with the occupancy restrictions imposed and as amended from time to time. While the Sponsor or its designee owns any Unit, it shall have the right to use such Unit for general and sales office purposes and as sales models. Except upon the prior written consent of the Board of Managers, occupants of a unit must be members of the family of the Unit owner or lessee (or if the Unit owner is a partnership, a corporation or a trust, members of the family of a partner or of an officer, director, shareholder or employee of the corporation or of the beneficiary of the trust, as the case may be), but not more than one family may occupy a Unit at one time. "Members of the family" as used herein shall be deemed to mean spouse, parents, parent-in-law, brothers, sisters, children and grandchildren.

(b) The common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of units. No unit owner may place furniture or other object on the common elements except limited common elements.

(c) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which unreasonably interferes with the peaceful possession or proper use of the Property by its residents or occupants.

(d) No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the unit owners or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

(e) No portion of a Unit (other than the entire Unit) may be rented, and no transient tenants may be accommodated therein.

(f) Rules and regulations concerning the use of the Units may be promulgated and amended from time to time by the Board of Managers provided that copies of such rules and regulations are furnished to each unit owner not less than five (5) days prior to the time that they become effective. The Board of Managers does not have a right of first refusal with respect to the sale or lease of a unit or other option to acquire a unit except through foreclosure as set out in the Declaration and By-Laws.

(g) The condominium has adopted the following smoking policy in compliance with New York City Local Law 147. Smoking is prohibited in all of the common areas of the condominium. The common areas include but are not limited to the stairways leading to and from the units, the

sprinkler room, the outdoor parking areas and the outdoor front of the building to the property line. The unit owners may smoke in their units as well as the outdoor limited common element areas such as terraces, roof top terraces so long as it does not create a nuisance to the other units. A nuisance shall be defined as infiltration of smoke or smoke odors into the units.

This policy includes electronic cigarettes and other vapor products in addition to the more conventional smoking apparatus.

Each Unit Owner will be responsible for his/her own refuse removal and for keeping the common areas clear of all objects.

B. Mortgage of Unit By Unit Owner

The Unit Owner may mortgage his/her Unit at any time after he/she acquires title thereto (or simultaneously with acquiring title) in whatever amount and under whatever terms he/she can obtain. Any Unit Owner may, upon the resale of his/her Unit, grant a purchase money mortgage to a purchaser of his/her Unit.

C. Common Charges and Assessments

The Board of Managers will prepare and furnish its budget to the Unit Owners (and their mortgagees if requested) from time to time and at least once a year. Based upon such budget and any modification thereof approved by the Board of Managers, the Unit Owners will be charged for the cost of the operation of the Condominium in accordance with their percentage interest in the Common Elements. The charges assessed by the Board of Managers ("Common Charges"), in addition to the cost of repairing and maintaining the Common Elements, fire and liability insurance covering the Common Elements, water, exterminator services, and management, audit and legal expenses, may include, in the discretion of the Board of Managers, reserves, working capital and other sums necessary to carry on the affairs of the Condominium.

The Common Charges do not include maintenance, repairs or decoration of any or all of the Units or portions thereof, the cost of electricity and gas for the Units which are individually metered, payments required pursuant to the terms of any Unit Owner's mortgages or real estate taxes covering the individual Units.

The Board of Managers may commence the collection of Common Charges upon the closing of title to the first Unit or thereafter in such amount as will be necessary to carry out the duties of the Board of Managers as set forth in this Offering Plan and such Common Charges shall be paid by the Unit Owners and the Sponsor as Owner of the unsold Units in accordance with their respective Common Interest percentages as set forth herein. Each Unit Owner will be responsible to pay the Common Charges allocable to his/her Unit monthly in advance, commencing with the closing of title to his/her Unit. Common Charges assessed during the month in which title closes shall be adjusted as of the closing date if collection of charges has commenced.

Where a Unit is damaged by casualty and the proceeds of insurance are not sufficient to cover the repair of the damage, the amount necessary to restore the Unit over and above the

proceeds from any fire insurance on the Units will be a Common Charge to all Unit Owners. In order to attempt to protect the Unit Owner against the possibility of such Common Charges, the Board of Managers shall determine the amount of blanket casualty insurance covering all Units (the cost of such insurance is part of the Common Charges) and review the amount of such coverage annually.

The Sponsor shall be liable for monthly Common Charges of all Units, title to which has not been transferred to a bona fide purchaser, commencing with the closing of title to the first Unit.

Under the provisions of Sec. 339-z of the Real Property Law of the State of New York, the Board of Managers, on behalf of the Unit Owners, shall have a lien on each Unit for unpaid Common Charges assessed against such Unit by the Board of Managers. Such lien, however, shall be subordinate to liens for taxes on the Unit and any sums unpaid on a first mortgage of record on such Unit. Any lien for unpaid Common Charges against a Unit shall be effective from and after a filing thereof in the Office of the County Clerk, and until all sums secured thereby with the interest thereon shall have been fully paid or until six years from the date of filing unless foreclosure of such lien is commenced within such six year period, whichever shall be sooner. Such lien may be foreclosed by a suit brought in the name of the Board of Managers, acting on behalf of the Unit Owners, in like manner as a suit for the foreclosure of a mortgage on real property.

The Sponsor will cause the Board of Managers to file a lien as provided in Section 339-aa of the Real Property Law on Units in which the Sponsor is more than 30 days in arrears of common charges while it is in control of the Board of Managers.

The obligation to pay common charges ends at the time of the sale of the unit, except for common charges accruing during the time of ownership.

D. Repairs

All maintenance, repairs and replacement to the common elements of the Condominium including but not limited to exterior walls, roof and roof members as well as all maintenance, repairs and replacements to any pipes, wires, conduits, cables and public utility lines, any portion of which is located in one Unit and services another Unit or more than one Unit or so much of any pipes, wires, conduits and public utility lines as are located in the common elements but service one or more Units shall be made by the Board of Managers and the cost thereof shall be a common expense. The Board of Managers shall repair all plumbing stoppages and electrical problems occurring in the common elements.

Except as is otherwise specifically provided, all maintenance to the Units, including electrical repairs, plumbing stoppages, window cleaning, painting and decorating in the Units, and repairs and replacements to the Units including windows and doors (including all glass breakage) and repairs to pipes, wires, cables and conduits located in and servicing the same Unit, other than as set forth above, shall be made by the respective Unit Owners at their expense.

All irrevocably restricted common elements shall be maintained and repaired by the Unit Owner to whom such common element is restricted in use. However, the Board of Managers shall repair and replace any pipes, wires, conduits, cables and public utility lines located underground or overhead any restricted common element, except where such repair or replacement is necessitated because of the negligence or misuse or neglect of this Unit Owner to which the common element is restricted in use, in which event such cost and expense shall be assessed to and paid for by such Unit Owner.

In the event that a Unit Owner fails to perform any maintenance, painting or repair which maintenance, painting or repair is necessary to protect any of the common elements, any other Unit, or, in the event of the service of a Building Department violation notice covering the Unit upon the Board of Managers, the Board of Managers shall have the right to perform such maintenance, painting or repairs (after failure of the Unit Owner to do so after ten (10) days written notice, or written or oral notice of a shorter duration in the event of an emergency situation) and to charge the Unit Owner for the cost of all such repairs, painting and/or maintenance. In the event that the Board of Managers charges a Unit Owner for the painting or maintenance to any common element restricted in use to such Unit Owner, and the Unit Owner fails to make prompt payment, such charges shall be considered additional common charges due from said Unit Owner, and the Board of Managers shall be entitled to bring suit thereon. In the event the Board of Managers brings such suit, the Unit Owner shall be liable for the reasonable attorney fees and costs of such suit or proceeding along with interest on all such sums due.

A Unit owner shall grant a right of access to his Unit to the manager and/or managing agent and/or any other person authorized by the Board of Managers, the manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit and threatening another Unit or the common element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common elements in his/her Unit or elsewhere in the building, or to correct any condition which violates the provisions of any mortgage covering another Unit, provided that requests for entry are made with 24 hour advance notice and that such entry is at a time reasonably convenient to the Unit owner and further provided that such right shall be exercised in such manner as will not unreasonably interfere with the use of the Unit for residential purposes. In case of an emergency, such right of entry shall be immediate, whether the Unit owner is present at the time or not.

E. Additions, Alterations and Improvements

The Unit Owner may make any non-structural alterations or improvements to the Unit he/she desires without obtaining the consent of the Board of Managers so long as such alterations or improvements do not affect the building in which the Unit is located or any other Common Element.

All painting, decorating, maintenance, repairs and replacements to any Unit or the common elements or limited common elements performed by the Board of Managers shall be charged directly to Unit Owners except as otherwise determined by the Board of Managers.

No Unit Owner shall make any structural addition, alteration or improvement in or to his/her unit or his/her limited common elements, without the prior written consent thereto of the

Board of Managers. The Board of Managers have the obligation to answer any written request by a unit owner for approval of a proposed structural addition, alteration or improvement in such owners unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Managers to the proposed addition, alteration or improvement.

The unit owner may not do any construction or build any structures on his/her limited common element without the prior written permission of the Board of Managers. The Board of Managers will formulate house rules and procedures which shall govern all alterations and decoration of the limited common elements so as to remain in compliance with the Department of Buildings.

Any application to any governmental authority having or asserting jurisdiction, for a permit to make an addition, alteration or improvement in or to any unit or limited common element shall be executed by the Board of Managers only, without however, incurring liability on the part of the Board of Managers or any of them to any contractor, subcontractor, materialman, architect or engineer on account of such addition, alteration or improvement, 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 a unit owned by the Sponsor or its designee until a deed to such unit has been delivered to a purchaser thereof.

Whenever in the judgment of the Board of Managers the common elements shall require additions, alterations or improvements costing in excess of \$ 1,000.00 and the making of such additions, alterations or improvements shall have been approved by 66-2/3% in number and in common interest of the unit owners present in person and/or by proxy and voting at a meeting duly held in accordance with these By-Laws, the Board of Managers shall proceed with such additions, alterations or improvements and shall assess all unit owners for the cost thereof as a common charge.

Any additions, alterations or improvements costing \$1,000.00 or less may be made by the Board of Managers without approval of the unit owners. The cost of such work (unless paid from the Working Capital Fund Supplied by the Sponsor in accordance with the Plan of Condominium Ownership) shall constitute part of the common expenses.

The Board of Managers will execute any application or other documents required to be filed with any governmental authority having or asserting jurisdiction in connection with any such installation or structural addition, alteration or improvement made by the Sponsor or its designee to any unit, provided, however, that neither the Board of Managers nor the Unit owners other than the Sponsor shall be subjected to any expense or liability by virtue of the execution of the application or such other document.

F. Insurance

The Board of Managers shall obtain and maintain, to the extent obtainable, insurance against loss by fire, physical injury and other casualties normally covered under broad form fire

and extended coverage insurance as written in New York, covering all Common Elements, all structural portions of the Condominium property and all Units including exterior walls, ceilings and floors, but not including furniture, fixtures, decorations, equipment or the like installed or placed there by Unit Owners or Sponsor. Such insurance shall cover the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees as such respective interests may appear, in an amount equal to at least ninety (90) percent of the full replacement value of the Building. Each of such policies shall contain a New York Standard Mortgage Clause in favor of each mortgagee of the Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject to the loss payment provisions of Real Property Law Section 339-bb. The premium for such insurance shall be a Common Expense to be paid by monthly assessments levied by the Board of Managers and shall constitute a lien enforceable in accordance with the By-Laws.

The Board of Managers shall also obtain and continue in force and effect insurance against liability for bodily injury and property damage arising from accidents occurring within the Common Elements and Limited Common Elements in amounts satisfactory to mortgagees holding first mortgages on the Units and against liability for personal injury sustained by any person and arising out of an occurrence involving certain named offenses committed in the operation of the Condominium. The amounts of such insurance shall be determined by the Board of Managers and the premiums therefore shall be a Common Expense.

As of the date of the first closing under this Plan, the Sponsor shall insure the project under a Condominium package policy providing for coverage in the following amounts: (assuming 12 residential units and 8 parking units). Please refer to Schedule B for details of coverage.

All policies or physical damage insurance shall contain clauses in which:

a. The insurer waives its right to subrogate on a negligence action against any Unit Owner. In other words, in the event the insurer pays a claim based on the negligence of a Unit Owner, the insurer will not attempt to recoup the amount paid from the Unit Owner at fault.

b. The insurer provides that if at the time of loss there is other insurance in the name of a Unit Owner covering the same loss and property covered by Board of Managers' policy, the insurance afforded by the Board of Managers' policy shall be primary and not contributing with such Unit Owner's insurance.

c. The insurer undertakes to honor a claim resulting from property damage even if such property damage is the result of negligence by a Unit Owner. This is termed a "waiver of invalidity", clause.

The Board of Managers shall give at least ten days written notice of the terms of insurance coverage and of any substantial change thereto, or termination thereof, to each Unit Owner, without prejudice to the right of each Unit Owner to insure his own Unit for his own benefit. The premium for such insurance on the building shall be deemed Common Expenses, provided, however, that in charging the same to the Unit Owners, consideration may be given to the higher premium rates on some Units than on others.

Damage to or destruction of the Building shall be promptly repaired and reconstructed by the Board of Managers using the proceeds of insurance on the Building for that purpose. In the event that the insurance proceeds are insufficient to cover the cost of repairs to the Building the balance of the cost of such repairs shall constitute Common Expenses. However, if three-fourths or more of the Building is destroyed or substantially damaged and seventy-five percent of the Unit Owners do not promptly resolve to proceed with repair or restoration, then the property shall be subject to an action for partition and 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 after liens on each Unit have been satisfied.

Prior to the termination of the legal status of the project after substantial destruction or condemnation occurs or for any other reason, such termination must be agreed to by mortgagees that represent at least 51 % of the votes of the unit estates that are subject to mortgages.

In addition to the insurance set forth herein, the purchaser may desire to insure his/her personal effects and the interior of the Unit itself against loss by fire and other casualties and against liability. The cost of such insurance, if taken by the purchaser, will be payable by the purchaser directly. Unit Owners will not be prohibited from carrying other insurance for their own benefit provided such policies contain waivers of subrogation and further provided that the liability of the carriers issuing insurance procured by the Board of Managers shall not be affected or diminished by reason of any Unit Owner's other insurance.

G. Restrictions on Occupancy

There is no restriction upon ownership of a Unit. Occupancy of a Unit, however, may only be for residential purposes in accordance with the applicable zoning regulations of the municipality having jurisdiction over the Condominium.

Unit Owners must notify the Board of Managers in writing when a child or children age of ten (10) years or younger lives or resides (even temporarily) in the unit. Each residential Unit Owner must install at the resident's own expense, the required window guards in all windows of the unit and shall not remove them until permitted by law in any event, without the full knowledge of the Board of Managers. This installation is required by law. Please refer to the New York City Department of Health website for information regarding the installation of window guards.

The By-Laws of the Condominium contains the following use restrictions: No immoral, improper, offensive or unlawful use shall be made of the Condominium or any part thereof and all valid laws zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Unit owners, their families, employees, guests and pets shall not use or permit the use of the Units and common elements in any manner that would be illegal, disturbing or a nuisance to other unit owners. No resident shall put any advertisement or posters of any kind in or on the Condominium without the consent of the Board of Managers. It is prohibited to hang garments, rugs etc. from the window or from the building or to string clothes lines on or over the common elements or use any of the common elements for storage. No Unit owner shall paint the exterior surfaces of the windows, walls or doors opening out of his unit or cut through an

existing exterior wall in order to put wall air conditioning units in an owner's unit.

No Unit owner or any of his 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 for formal household use.

No animals or reptiles of any kind shall be raised, bred, or kept in any unit or on the common elements, except that dogs, cats or other household pets, not exceeding two per unit, may be kept in the units and in yard areas irrevocably restricted to the owners of the units, subject to the rules and regulations adopted by the Board of Managers, provided that they are not kept, bred or maintained for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property subject to these restrictions upon three (3) days written notice from the Board of Managers. Unit owners shall be required to clean up after their pets at all times.

Cellar recreation rooms and the limited common elements such as terraces, rooftop terraces and areaways are uninhabitable and may not be used for any type of occupancy.

The Sponsor, its nominees and agents, shall have the right and privilege to maintain general and local sales offices in and about the condominium building or elsewhere throughout the property, and shall have the right and privilege to have their representatives, employees and agents present on the Condominium premises to show the Units to prospective purchasers, to utilize the common elements, and without limitation, to do any and all things necessary and incidental to the sale of Units, without charge or contribution other than in the form of common charge payments as otherwise provided herein.

H. Rights of the Condominium

The rights of the condominium are to be enforced by the Board of Managers. There is an exception to this exclusivity. When it is sixty (60) days before the expiration of the statute of limitations or the board has not enforced such rights after reasonable notice and opportunity, the unit owners may individually or severally enforce such rights on behalf of the condominium.

I. Rental of Units

The condominium offering plan allows the sponsors and purchasers to rent the Units. Therefore, there might be a number of Unit owners who do not occupy their dwelling Units. The provisions of Real Property Law Section 339-kk applies to this offering plan. A summary of that section is provided below.

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 the paragraph below, all rental payments from the tenant shall be directly payable to the condominium association.

If 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 the 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 the 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 such board receives notice that such owner seeks to dispute such claim.

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.

J. Parking

There is a total of eight parking units. These parking units are separate tax lots. All units (residential and parking) will remain separate tax lots unless combined by the Department of Finance. The Sponsor will offer for sale specific parking units on a first come first serve basis. For residential units will not have on-site parking. As required, one of the parking units will be reserved for a handicap owner.

A residential unit owner may not receive more than one parking unit. A request for a parking unit must be made to the sponsor at the time of entering into the Purchase Agreement. The sponsor will not discriminate in selling the parking units. The cost of the parking units are set forth in Schedule A.

Upon conveyance of a parking unit, the grantee will receive fee title to such unit same as they will receive fee title to the residential unit. The purchaser of a parking unit will be responsible for Real Estate taxes and any applicable common charges for the parking units. The purchaser of a parking unit is responsible for the maintenance and upkeep of its parking unit including snow removal, weeding etc.

The sponsor will only sell the parking units to an owner of a residential unit. The purchaser of a parking unit (who is also a residential unit owner) can sell the parking unit to another residential unit owner without the purchaser selling his/her residential unit .

The premises are subject to an access easement for the benefit of ingress and egress to the units. There will be enough room to enter and exit each parking unit without the need for any car parked in any other parking unit to move.

According to the N.Y Multiple Dwelling Law §60, such unit or structure shall be used solely for the storage of passenger motor vehicles of the occupants of the multiple dwelling or of multiple dwellings under common ownership, except that, in the event such unit or structure or part thereof is not used by such occupants, it may be rented by the owner or owners of such dwelling or dwellings to persons other than the occupants thereof. The unit which has thus been rented shall be made available to an occupant within thirty days after written request therefor. However, such unit may be used also for the storage of any type of mechanical or motor-driven equipment or other accessory device or passenger bus required for the proper maintenance of the site and of the dwellings thereon.

K. Handicap Parking Requirements.

“Parking Unit P8 has been designated as a handicapped parking unit and will be the last parking unit sold if it has not previously been sold to a purchaser who themselves or a member of their family has a vehicle with handicapped plates. The purchase of Parking Unit P8 and any subsequent sale or transfer of it is subject to the following covenants and restrictions in the deed:

In the event the present or future owner of a unit in the condominium, or a member of his or her family residing in the unit, becomes handicapped and acquires handicapped plates for his or her vehicle, and said unit owner is the owner of the parking unit, said unit owner has the right to demand that the owner of the Parking Unit P8 trade the handicapped parking space he/she owns with said handicapped owner.

In the event the present or future owner of a unit or member of his or her family member residing in the unit, becomes handicapped and said unit owner does not own a parking unit, said unit owner has the right to demand that the owner of Parking Unit P8 sell it at then current, fair market value to said handicapped owner. All costs and expenses entailed in the transfer of title to the parking unit, including without limitation, title abstracts, title insurance, transfer taxes and recording fees and reasonable attorney fees shall be borne by the party requesting the transfer.

The owner of Parking Unit P8 must comply with the aforementioned demand upon thirty (30) days written notice.

If the parties cannot agree on the fair market value of Parking Unit P8 then the parties agree to submit the matter to binding arbitration in accordance with Article VII of the By-Laws of the condominium.

If the parties cannot agree within thirty (30) days on the fair market value of the handicapped accessible parking space, then the matter shall be referred to the American Arbitration Association for binding arbitration on this matter. Arbitration before the American Arbitration Association (located at 140 West 51st Street, New York, New York 10020, phone number 212-484-4000) is commenced by submitting a request for arbitration containing a brief statement of the dispute; names, addresses, and telephone numbers of all parties; and the names and representatives of the parties, if any. The initiating party must simultaneously file two (2) copies of the request with the American Arbitration Association, and send one copy by regular

mail to every other party to the dispute. The Association will thereafter contact the named parties to arrange the arbitration procedure. A copy of the American Arbitration Association rules setting forth the forms and procedures can be obtained from said association at the address and phone number provided above. The results of said arbitration shall be binding and may be legally enforceable by either party.

L. Special Notice to Mortgagees and Guarantors

Mortgagees and guarantors of the mortgage on any unit in the condominium project will receive timely written notice of the following:

1. Any condemnation or casualty loss that affects either a material portion of the project or the unit securing the mortgage.
2. Any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage.
3. A lapse, cancellation, or material modification of any insurance policy maintained by the condominium association; and
4. Any proposed action that requires the consent of a specified percentage of mortgagees.

REAL ESTATE TAXES

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

The Sponsor does not anticipate any delay in obtaining separate assessments for the Units and will endeavor to obtain such separate assessments prior to the closing of title to the first Unit. Since the actual tax lot separation and the separate tax lot assessment will be made by the City of New York, the date of such assessment will depend upon the workflow in the City of New York assessment office.

If the units have not been separately assessed for real estate tax purposes prior to the closing of title to the first unit, the sponsor may place in escrow, in the name of the Board of Managers, an amount equal to the unpaid real estate taxes which will be levied against the parcel for the six months period following the first closing. Alternatively, the sponsor may place in escrow, in the name of the Board of Managers, an amount equal to the real estate taxes attributable to the unsold units for such six month period and may collect at each closing the estimated amount of taxes attributable to such unit for the balance of the six month period. The Board of Managers will pay the real estate taxes from the escrow account when taxes are due and payable and the funder of the escrow account will be entitled to reimbursement from unit owners to the extent of the actual assessment.

The New York City assessor establishes a fair market value for the entire building then divides the fair market value by the percentage of common interest each unit has been given. It is

estimated that the residential units will have an assessed value of between \$39,476.00 and \$100,512.00.

The projected real estate taxes for the 1st year of projected condo operations may not be an adequate representation of the taxes for future years. The taxes may significantly increase in subsequent years and when construction of the building is complete and the property is fully assessed.

The units are designated Tax Class II property under building code RS. The assessed value of each residential unit is 45% of the deemed fair market value. It is anticipated that the completion and reassessment of taxes will be effective for the Fiscal year commencing July 1, 2021. At the present time the tax rate for this type of property is approximately 0.12267 of assessed value.

The Fair Market Value, Assessed Value percentage and the tax rate may be changed by the City of New York on a yearly basis.

The condominium is new construction. The City of New York has not yet listed the building under construction. The value of the building will change while under construction and will be finalized once a certificate of occupancy is issued.

The Sponsor is not aware of any tentative changes in the assessed valuation or the tax rates which will affect the condominium unit. There are no tax certiorari proceedings pending.

The Board of Managers is authorized to act as agent for the unit owners to complain or apply to the local taxing authorities to have the assessed value or real estate taxes changed for individual unit owners.

The Tax Cuts and Jobs Act of 2017 which became effective at the beginning of 2018 affects the deductibility of real estate taxes and mortgage interest.

The 2017 Act imposes limitations on the deductibility of state and local income, sales and real estate taxes. An itemized deduction of up to \$10,000 may be taken for the combination of state and local income, sales and real estate taxes. If an individual already has a deduction for state and local income taxes and sales tax in the tax year, there will be a smaller deduction or no deduction for state and local real estate taxes

The 2017 Act also imposes a limitation on the mortgage interest deduction. This deduction applies to a person's principal residence and second residence. Only the interest on the first \$750,000 of an acquisition mortgage is deductible. The deductibility of interest on a home equity loan has been suspended.

TAX STATUS OF CONDOMINIUM

The Internal Revenue Code of 1986 as amended under Section 528 allows condominiums which comply with certain requirements to qualify as a tax exempt organization.

The 272 McDonald Avenue Condominium as structured in this Offering Plan meets the conditions set forth in Section 528 of the Internal Revenue Code of 1986 for tax exempt organization. The opinion of counsel which follows this section outlines the conditions and terms of the tax exempt status.

As a tax exempt organization, the condominium will not pay income tax on the common charge payments received from Unit Owners. However, any receipts from unit owners or third parties which are not considered common charge payments would in most instances be considered taxable income to the condominium.

In addition, the tax exempt status of the condominium does not extend to the individual Unit Owners. The Unit Owners are responsible for their own income and deductions irrespective of the status of the condominium.



Christine Corrado

ATTORNEY AT LAW

718-524-6282
CCORRADO@SI.RR.COM
120 ROYAL OAK ROAD
STATEN ISLAND, NY 10314

February 19, 2021

3127 Ft Hamilton LLC
2055 Flatbush Avenue
Brooklyn, NY 11234

Gentlemen:

We have reviewed your offering plan for the 271 McDonald Avenue Condominium and the accompanying documents including the Declaration of Condominium and the By-Laws of the Condominium.

Based upon the present law, the regulations of the State of New York covering condominiums, rulings and decisional law, we are able to offer the following opinion based upon the offering plan.

In our opinion, the Declaration of Condominium exhibited in the Plan when recorded will be legal and valid.

Individual unit owners will not be able to deduct for Federal and State Income Tax purposes any portion of the maintenance assessments which may be used by the condominium to pay real property taxes assessed against the common property owned by the condominium. Owners will not be entitled to a tax deduction for any portion of the annual or special assessments.

Each unit owner will be entitled to the income tax deduction applicable to the real estate taxes on his own unit, interest on a mortgage on the unit and to the other normal deductions a condominium unit would be entitled to receive under current Federal, State and City Tax Laws. Under the current New York City real estate tax laws, a unit owner, if he qualifies, may be eligible for a veterans or senior citizens real estate tax exemption.

The deductibility of the mortgage interest and real estate taxes paid or accrued by the unit owner during his taxable year will be governed by sections 163 and 164 of the Internal Revenue Service Code as amended by the limitations set forth in the Tax Cuts and Jobs Act of 2017. Section 163 of the Code allows a taxpayer to deduct all interest paid or accrued during the taxable year on a bona fide indebtedness. Section 164 of the Code allows a taxpayer to deduct real estate taxes paid or accrued during the taxable year. Since sections 339-g and 359-y of the Condominium Act provide that each unit and its common interest shall be taxed as a separate tax lot for real estate tax purposes, unit

owners will be entitled to deduct real estate taxes paid or incurred on their units during the taxable year up to the limits established by the 2017 Act.

The 2017 Tax Cut and Jobs Act imposes limitations on the deductibility of state and local income, sales and real estate taxes. An itemized deduction of up to \$10,000 may be taken for the combination of state and local income, sales and real estate taxes. If an individual already has a deduction for state and local income taxes and sales tax in the tax year, there will be a smaller deduction or no deduction for state and local real estate taxes

The 2017 Act also imposes a limitation on the mortgage interest deduction. This deduction applies to a person's principal residence and second residence. Only the interest on the first \$750,000 of an acquisition mortgage is deductible. The deductibility of interest on a home equity loan has been suspended.

The condominium will be able to qualify as a tax exempt organization under Section 528 of the Internal Revenue Code of 1986, as amended. The condominium will not be taxed on common charges, dues, fees and assessments received from members of the Condominium so long as such income is received as part of the obligations of ownership of the residential property.

Under the terms of Section 528 of the Internal Revenue Code, a condominium may apply for such exemption from federal Income tax liability if certain conditions are met. Furthermore, the condominium seeking an exemption must make specific application for exempt status.

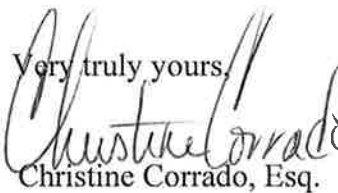
In order for a condominium to qualify for an exemption, the following conditions must be met:

- (a) The condominium must be organized and operated to provide for management, maintenance and care of commonly owned property;
- (b) The condominium must receive 60 percent or more of its gross income from member's dues, fees or assessments of owners units in the community;
- (c) 90 percent or more of expenditures of the condominium must be for management, maintenance and care of condominium property;
- (d) No part of the net earnings of the condominium may inure to the benefit of any private individual.

The Sponsor is in compliance with Real Property Law Section 339(i) 1(iv) in assigning the percentage interest to each unit. The square footage method was used is based upon the opinion of a licensed real estate broker as provided for in the regulations. This method is based "upon floor space, subject to the location of such space and the additional factors

of relative value to other space in the condominium, the uniqueness of the unit, the availability of common elements for exclusive or shared use, and the overall dimensions of the particular unit”.

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. 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 meeting 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.

Very truly yours,

Christine Corrado, Esq.

WORKING CAPITAL FUND

Purchasers shall be required to pay two months common charges at the closing of title as working capital. This amount shall be used reimburse the Sponsor for prepaid Condominium expenses if any. This payment will not be used to reduce common charges. The working capital shall be turned over to the Board of Manager at each closing to unit owners. The total fund is estimated to be \$6,200.00. Sponsor will not contribute.

While Sponsor is in control of the Board of Managers, the working capital fund may not be used to reduce projected common charges in the plan.

Neither the Department of Law nor any other government agency has passed upon the adequacy of the fund.

Any adjustments for prepaid expenses between the sponsor and the Board of Managers may be deducted only from the working capital fund. The Sponsor does not anticipate any prepaid expenses other than insurance on the condominium.

No representation is made that the proposed budget will be adequate to cover current or future expenses including repairs or replacements of common elements. If additional funds are required, it may be necessary to increase the common charges payable by the Unit Owners or to collect a special assessment from each unit owner.

RESERVE FUND

The Schedule B budget contains a reserve fund. This charge item shall equal 10% of the budget for the year in which it appears. These reserve funds shall be maintained in a special account separate and apart from the account for yearly expenses. It shall be used exclusively for capital repairs and improvements which might be required in the future. This reserve fund is sufficient to provide needed capital expenditures within five years following the first closing under this plan.

While the Sponsor is in control of the Board of Managers, the reserve fund or working capital fund may not be used to reduce projected common charges in the plan.

The development is new construction and the Sponsor does not contemplate any capital repairs for at least five years from the establishment of the condominium.

Neither the Department of Law nor any other government agency has passed upon the adequacy of this fund.

The reserve fund as noted above will be funded out of the common charges collected from the owners. Whatever is collected is immediately available to the condominium for the purposes of the fund.

In the event that needed capital expenditures such as renewal or replacement of building components or systems or to remedy major building defects cannot be funded from the balance in

the Reserve Fund, the condominium will either assess a special assessment against the unit owners and/or borrow funds in the name of the condominium from outside lenders.

MANAGEMENT AGREEMENT

The Sponsor has entered into an agreement with D&D Management Services, 6725 13th Avenue, Brooklyn, New York 11219 for the management of the condominium. The management agreement is for a term of one year to be renewed on an annual basis. The management company has a right to cancel the agreement upon 60 days written notice.

The management company will receive \$6,480.00 as compensation for its services, annually as estimated in Schedule B of the plan.

The major duties of the management company will be to bill and collect common charges and/or assessments and will include bookkeeping, payroll and to provide an annual account summary of all income and categorized disbursements.

The Board of Managers shall be obligated to reimburse the management company for expenses incurred and shall hold harmless and indemnify the management company against liability for acts properly performed by it pursuant to the management agreement.

The management agreement is not assignable by the managing agent.

The Board of Managers may cancel the management agreement upon 60 days written notice to the management company.

IDENTITY OF PARTIES

The sponsor and selling agent is 3127 Ft Hamilton LLC a domestic New York limited liability company having its principal office at 2055 Flatbush Avenue, Brooklyn, New York 11234. The Sponsor acquired fee title to the property where the condominium is to be located on December 19, 2016.

The sole shareholder, officer and principal of the Limited Liability Company is Roy Raineri residing at 34 Farview Place, Staten Island, New York 10304.

Mr. Raineri is the owner of Raineri Jewelers, Inc. Mr. Raineri is also a builder and owner of real estate and has extensive experience in development and improvement of residential properties.

Neither the Sponsor nor the principal of the sponsor has had any interest in condominiums within the last five years other than The 102 Bay 31st Street Condominium, File #CD14-0258. Other than the subject building, neither the sponsor, general partner or principal of the sponsor, or

the holder of unsold shares, owns 10 percent or more of the unsold shares or units as an individual, general partner or principal, in any cooperative, condominium or homeowners association.

The principal Roy Raineri has a prior felony conviction from 1982. There have been no , bankruptcies, convictions, injunctions or judgments against the sponsor, the principals of the sponsor, the principals of the sponsor, and/or entities in which the principals of the sponsor was a principal, that may be material to the offering plan or to an offering of securities generally and that have occurred within the fifteen (15) years prior to the submission of the proposed offering plan.

The Management Company is D&D Management Services, 6725 13th Avenue, Brooklyn, New York 11219. The company's principals are Dorina Miletic and Darlene Cucco. Both parties have over 21 years experience in managing similar properties. Other properties being managed by the company include 1310 84th Street, Brooklyn, NY 11228, 1124 67th Street, Brooklyn, NY 11219, 870 Pacific Street, Brooklyn, NY 11238, 500 Grand Avenue, Brooklyn, NY 11238.

Neither the management company nor any of its principals have prior felony convictions. Neither the management company nor any of its principals have any prior convictions, injunctions or judgments that may be material to the offering plan or an offering of securities generally, that occurred within 15 years prior to the submission of the offering plan.

The attorney for the sponsor, Anthony Carone, Esq., 2055 Flatbush Avenue, Brooklyn, New York 11234 will represent the sponsor at all contracts and closings and will act as escrow agent for purchaser's down payments.

Christine Corrado, Esq. of 120 Royal Oak Road, Staten Island, New York 10314 prepared the offering plan.

The Sponsor will act as its own selling agent. The principal of the sponsor has acted as selling agent for his previous condominium project.

The sponsor has not obtained construction financing in connection with this project.

The firm of Design Studio Associates, 527 Court Street, Brooklyn, New York 11231 prepared and obtained approval of the condominium plans from the New York City Building Department. The firm has had substantial experience in preparing architectural plans for a variety of projects. The firm has specialized in condominium developments similar to the present development over the last ten years.

There is no relationship between the sponsor and its principals and the engineer or architect or managing agent or any person or firm who will provide services to the condominium subsequent to the commencement of condominium operation.

REPORT TO OWNERS

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

1. A financial statement of the condominium prepared by a certified public accountant or public accountant by March 31 of each year; such statement shall be certified while the sponsor is in control of the Board of Managers.

2. One week's prior notice of the annual unit owners meeting.

3. A copy of the proposed annual budget of the condominium by at least 30 days prior to the date of adoption thereof by the Board of Managers. While the sponsor is in control of the Board of Managers such budget shall be certified in compliance with section 20.4(d) of the regulations promulgated by the attorney general.

DOCUMENTS ON FILE

The Sponsor shall keep copies of the plan, all documents referred to in the plan and all exhibits submitted to the Department of Law in connection with the filing of the plan, on file and available for inspection without charge and copying at a reasonable charge at the office of the Sponsor for six years from the date of first closing. The sponsor shall deliver to the board of managers a copy of all documents filed with the appropriate recording office at the time of the closing of the first unit.

GENERAL

There are no lawsuits, administrative proceedings or other proceedings the outcome of which may materially affect this offering, the property, and sponsor's capacity to perform all its obligations under the plan, the condominium or the operation of the condominium.

The property has not been the subject of any prior cooperative or condominium offerings. There have been no preliminary binding agreements entered into nor has any money been collected from prospective purchasers. The sponsor has not conducted any market test pursuant to cooperative policy Statement No. 1.

No contracts or agreements, written or oral, have been entered into for the sale or transfer of any of the units offered in the plan. No deposits or advances have been taken by or on behalf of sponsor in connection with the reservation, sale or transfer of units, prior to submission of the plan to the Department of Law.

The Sponsor and its agents will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or other grounds prohibited by law.

If there is a material amendment to the offering plan that adversely affects the purchasers, the Sponsor will grant purchasers a right of recession and a reasonable period of time that is not less than fifteen (15) days after the date of presentation to exercise the right. Any deposit or down payment will be returned to purchasers who rescind.

SPONSORS STATEMENT OF BUILDING CONDITIONS

Sponsor adopts the description of Property and Building Conditions set forth in Part II of this plan. Sponsor has no knowledge of any material defects or need for major repairs to the property except as set forth in the Description of Property and Building Condition.

PART II

SECTION A

AGREEMENT

Purchaser(s)

With

Sponsor/Seller

The _____ Unit Number _____ Condominium

AGREEMENT

Unit Number _____

Condominium

Brooklyn, New York

(to be executed in quintuplicate)

AGREEMENT (this "Agreement"), made as of the ____ day of _____,
_____, a company, having an office at _____
_____, (hereinafter, "Sponsor"), and _____,
having an address at _____ (hereinafter,
"Purchaser").

WITNESSETH:

Definitions. Terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in the Offering Plan for The _____ Condominium (such plan, together with any amendments thereto filed prior to the date hereof, is hereinafter referred to as the "Plan").

1. The Unit. Sponsor hereby grants to Purchaser, and Purchaser hereby acquires from Sponsor, an option to purchase Unit No. ____ at the Condominium (as designated in the Declaration), together with the undivided _____ interest in the Common Elements appurtenant to such Unit (the "Unit"), upon and subject to the terms and conditions set forth herein.

2. Purchase Price.

2.1 The purchase price for the Unit (the "Purchase Price") is \$ _____ payable as follows:

(a) _____ (the "Initial Deposit"), due upon the signing and submitting of this Agreement, receipt of which (subject to collection) is hereby acknowledged;

(b) \$ _____ (the "Additional Deposit") is due no later than the later to occur of: six months after the date of the Agreement; or _____, but in no event later than the closing of title to the Unit. The term "Deposit" as used herein refers to both the Initial Deposit and, if the same has been paid at the time in question, the Additional Deposit; and

(c) _____ (the "Balance"), constituting the balance of the Purchase Price, at the closing as hereinafter provided.

2.2 All checks shall represent United States currency, be drawn on or issued by a New York bank which is a member of the New York Clearing House Association and shall

be unendorsed. Checks for the Deposit shall be Purchaser's good check(s) or, at Sponsor's option, Purchaser's certified check(s) or an official bank check(s), made payable to the direct order of "Carone & Associates, PLLC as Escrow Agent". The check or checks for the Balance and all other sums due Sponsor pursuant to this Agreement shall be good certified check of Purchaser or official bank or cashier's check, made payable to the direct order of "_____" (or such other party as Sponsor directs to Purchaser, in writing, prior to the date of closing of title). If any check is returned, dishonored or fails collection for insufficient funds or for any other reason, the Escrow Agent is authorized to deliver such check to Sponsor and Sponsor will have the choice of remedies set forth in the Plan and in this Agreement with respect to an Event of Default (which shall include suing on such dishonored check or (at Sponsor's option) canceling this Agreement and returning the instrument to Purchaser without affording Purchaser a grace period to cure such default).

3. Deposit.

3.1 The law firm of Carone & Associates PLLC, with an address of 2055 Flatbush Avenue, Brooklyn, N.Y. 11234 telephone number (718) 444-3301, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated the following attorney to serve as signatory: Anthony Carone, Esq. The designated signatory is admitted to practice law in the State of New York. Neither the Escrow Agent nor the authorized signatory on the account are the Sponsor, Selling Agent, Managing Agent, or any principal thereof, or have any beneficial interest in any of the foregoing.

3.2 Escrow Agent and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of the Purchase Agreement or otherwise concerning the maintenance or release of the Deposit from escrow.

3.3 The Escrow Agent has established the escrow account at Signature Bank located at 9003 Third Avenue, Brooklyn, N.Y. 11209 in the State of New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled "_____" Condominium Attorney Escrow Account". The Escrow Account is not an IOLA Account. The Escrow Account is federally insured by the FDIC at the maximum amount of \$250,000 per deposit. Any deposit in excess of \$250,000 will not be insured, unless Escrow Agent has established multiple accounts on behalf of Purchaser at various institutions.

It should be noted that if purchasers have accounts at the same bank as sponsor's account that holds escrowed funds, purchaser's funds at the escrow bank factor into the \$250,000 insurance limit.

3.4 The interest rate for all Deposits made into the Escrow Account shall be at the prevailing rate for such accounts. Interest shall begin to accrue upon placing the Deposit into the Escrow Account. All interest earned thereon shall be paid to or credited to the Purchaser at closing. No fees of any kind may be deducted from the Escrow Account, and the Sponsor shall bear all costs associated with the maintenance of the Escrow Account.

3.5 Within five (5) business days after the Purchase Agreement has been tendered to Escrow Agent along with the Deposit, the Escrow Agent shall sign the Purchase Agreement and place the Deposit into the Escrow Account. Within ten (10) business days of placing the Deposit into the Escrow Account, Escrow Agent shall provide written notice to Purchaser and Sponsor, confirming the Deposit. The notice shall provide the account number and initial interest rate to be earned on the Deposit. Any deposits made for upgrades, extras, or custom work shall be initially deposited in the Escrow Account, and released in accordance to the terms of the Purchase Agreement.

3.6 The Escrow Agent is obligated to send notice to the Purchaser once the Deposit is placed in the Escrow Account. If the Purchaser does not receive notice of such deposit within fifteen (15) business days after tender of the Deposit, he or she may cancel the Purchase Agreement within ninety (90) days after tender of the Purchase Agreement and Deposit to Escrow Agent. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 21st Floor, 28 Liberty Street, New York, New York 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning Deposits and requisite notice was timely mailed to the Purchaser.

3.7 All deposits, except for advances made for upgrades, extras, or custom work received in connection with the Purchase Agreement, are and shall continue to be the Purchaser's money, and may not be commingled with any other money or pledged or hypothecated by Sponsor, as per GBL Section 352-h.

3.8 Under no circumstances shall Sponsor seek or accept release of the Deposit of a defaulting Purchaser until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State department of Law. Consummation of the Plan does not relieve the Sponsor of its obligations pursuant to GBL sections 352-e(2-b) and 352-h.

3.9 The Escrow Agent shall release the Deposit if directed:

(i) Pursuant to the terms and conditions set forth in the Purchase Agreement upon closing of title to the Unit; or

(ii) In a subsequent writing by both Sponsor and Purchaser; or

(iii) by a final, non-appealable order or judgment of a court.

3.10 If the Escrow Agent is not directed to release the Deposit pursuant to paragraph's (i) through (iii) above, and the Escrow Agent receives a request by either party to release the Deposit, then the Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If the Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and the Escrow Agent shall provide

further written notice to both parties informing them of said release. If the Escrow Agent receives a written notice from either party objecting to the release of the Deposit within said thirty (30) day period, the Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraphs (i) through (iii) above. Notwithstanding the foregoing, the Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the clerk of the county where the unit is located and shall give written notice to both parties of such deposit.

3.11 Sponsor will not object to the release of the escrowed funds to: (a) a purchaser who timely rescinds in accordance with an offer of rescission contained in the Plan or an amendment to the Plan; or (b) all purchasers after an amendment abandoning the Plan is accepted for filing by the Department of Law.

The Department of Law may perform random reviews and audits of any records involving the Escrow Account to determine compliance with all applicable statutes and regulations.

3.12 Any provision of any Purchase Agreement or separate agreement, whether oral or in writing, by which a Purchaser purports to waive or indemnify any obligation of the Escrow Agent holding any Deposit in trust is absolutely void. The provisions of the Attorney General's regulations and GBL sections 352-e(2-b) and 352-h concerning escrow trust funds shall prevail over any conflicting or inconsistent provisions in the Purchase Agreement, Plan or any amendment thereto.

3.13 Escrow Agent shall maintain the Escrow Account under its direct supervision and control.

3.14 A fiduciary relationship shall exist between Escrow Agent and Purchaser, and Escrow Agent acknowledges its fiduciary and statutory obligations pursuant to GBL sections 352(e)(2-b) and 352(h).

3.15 Escrow Agent may rely upon any paper document which may be submitted to it in connection with its duties under this Purchase Agreement and which is believed by Escrow Agent to be genuine and to have been signed and presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution or validity thereof.

3.16 Sponsor shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from Purchaser and deliver such form to Escrow Agent together with the Deposit and this Purchase Agreement.

3.17 Prior to release of the Deposit, 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 circumstances.

3.18 Sponsor agrees to defend, indemnify and hold Escrow Agent harmless from and against all costs, claims, expenses, and damages incurred in connection with and arising out of Escrow Agent's responsibilities arising in connection with this Purchase Agreement or the performance or non-performance of Escrow Agent's duties under this Purchase Agreement, except with respect to actions or omissions taken or suffered by Escrow Agent in bad faith or in willful disregard of the obligations set forth in this Purchase Agreement or involving gross negligence of Escrow Agent. This indemnity includes, without limitation, disbursements and attorney's fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

4. Closing Date and Place.

4.1 The closing of title shall be held at the offices of Carone & Associates, PLLC 2055 Flatbush Avenue, Brooklyn, New York 11234 (or such other place in the City and State of New York as Sponsor may designate to Purchaser) and on such date and hour as Sponsor may designate to Purchaser on not less than thirty (30) days' prior notice. Sponsor may, from time to time, adjourn such date and hour upon reasonable prior notice to Purchaser, which notice shall fix a new date (and hour and place, if appropriate) for the closing of title (but in no event may Sponsor adjourn the date originally set herein for a closing for more than twelve (12) months in the aggregate without the consent of Purchaser).

4.2 Whenever used herein, the terms "Closing Date" or "closing of title" or words of similar import shall mean the date on which the deed to the Unit is delivered to Purchaser.

4.3 Sponsor expects the first closing of a Unit to occur on or about December 1, 2018. If the date of the first closing of a Unit shall be delayed by more than twelve (12) months after such date, each Purchaser will be offered a right to rescind his/her Purchase Agreement and receive return of his/her Deposit.

5. Delivery of Deed and Power of Attorney.

5.1 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. Sponsor shall prepare the deed, which shall be substantially in the form set forth in Exhibit 3 in Part II of the Plan, and Sponsor and Purchaser shall execute the deed and have the same acknowledged, in form for recording.

5.2 At the closing of title, Purchaser shall execute and acknowledge a power of attorney to the Board, prepared by Sponsor and substantially in the form set forth as Exhibit 2 in Part II of the Plan.

5.3 The executed deed and power of attorney 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 in favor of the Board shall be returned to the Board (or as the Board shall direct).

5.4 Purchaser's payment of the Balance and acceptance of the deed to the Unit shall constitute Purchaser's recognition that Sponsor has fully satisfactorily performed those obligations stated in the Plan and/or 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 or Part 20 of the Regulations issued by the Department of Law.

6. State of Title.

6.1 The title conveyed by Sponsor to Purchaser shall be subject only to the liens, encumbrances and title conditions set forth in Schedule A annexed hereto and made a part hereof. Any lien, 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 Ridge Abstract Corporation or such other title or abstract company designated by Sponsor; the "Title Company"), together with the recording or filing fee; or (b) Purchaser's title insurance company will insure Purchaser, at the company's regular rates and without additional premium, that it will not be collected out of, or enforced against, the Unit; or (c) Purchaser's title insurance company is unwilling to issue the affirmative insurance described in subsection (b) at its regular rates and without additional premium, and the Title Company would be willing to do so at its regular rates and without additional premium (as evidenced by the issuance of the same by the Title Company in connection with the closing of any other Units in the Condominium).

6.2 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 ten (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 ten (10) days prior to the closing, then, for purposes of Article 12 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.

6.3 The covenants in the deed will be solely for the personal benefit of Purchaser and will not inure to the benefit of Purchaser's successors or subrogees. In the event of a claimed breach of any covenant of the grantor contained in the deed, Purchaser must first seek recovery against Purchaser's title insurance company before proceeding against Sponsor, it being agreed that the liability of Sponsor will be limited to any loss or damage not covered by such title insurance. In the event that Purchaser elects not to purchase title insurance, then the liability of Sponsor shall be limited to any loss or damage which would not have been covered by the title insurance that was available to Purchaser at the closing. The terms of any marked-up

title binder of any title insurance company authorized to do business in New York State issued in connection with any Unit shall be conclusive evidence of the title insurance coverage that was available to Purchaser. The provisions of this Section 7.3 shall survive the closing of title or the termination of this Agreement.

7. Closing Adjustments.

7.1 The following costs with respect to the Unit shall be apportioned between Sponsor and Purchaser as of the Closing Date:

- (a) real estate taxes and assessments, if any (including water charges and sewer rents, if separately assessed), on the basis of the period for which assessed;
- (b) Common Charges for the month in which title closes; and
- (c) if Purchaser is allowed to occupy the Unit prior to the closing, accrued rent and any other charges pursuant to an interim lease or occupancy or other agreement, if any, covering the Unit.

7.2 If the Unit has been separately assessed but the closing of title occurs before the tax rate is fixed, adjustment 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; however, the installment for the then current period shall be apportioned appropriately. If the Unit has not been separately assessed as of the Closing Date for the then current tax period, the adjustment under subsection 7.1 hereof shall be based upon the Property's actual taxes and assessment for such period prorated to the Unit in the manner set forth in the By-Laws and in Part I of the Plan.

7.3 Sponsor shall remit or cause to be credited to Purchaser an amount equal to interest, if any, earned on the Deposit, on or promptly after the Closing Date.

7.4 In the event that Purchaser fails to close title to the Unit on the date originally scheduled for the closing of title, postpones the closing for any reason, or is deemed at fault for not timely sending notice of a title defect as provided in Article 6 above, and title thereafter closes, then:

(a) The closing apportionments shall be made as of the originally scheduled closing date regardless of when the actual closing of title occurs; and

(b) Purchaser shall pay Sponsor interest at the rate of 0.04% per day (or such lower rate per day which is the legal limit, if 0.04% per day exceeds the legal limit) on the total purchase price, computed from the original Closing Date until this transaction is actually closed, not to exceed the sum of 16% per annum which is currently the maximum legal rate. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date, the foregoing provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to the Unit on the rescheduled Closing Date.

7.5 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 to 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 aforesaid and as otherwise provided herein or in the Plan.

7.6 Any errors or omissions in calculating apportionments at closing shall be corrected, and payment shall be made to the proper party, promptly after discovery. This provision shall survive the closing.

8. Closing Costs.

Purchaser shall be required to pay certain costs in connection with the purchase of the Unit, in addition to any net credit in favor of Sponsor that may result from the closing adjustments and any interest or late closing charge described in Article 8. Other than any such net credit in favor of Sponsor that may result from the closing adjustments (or certain other fees which may be payable prior to the closing, as described below), 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 only upon a bank that is a member of the New York Clearing House Association. Such closing costs will include the following, the amounts of which (where applicable) are based on rates in effect on the date hereof and are subject to change without prior notice:

8.1 If Purchaser elects to obtain fee title insurance, Purchaser will pay a premium to the title company for such insurance, which will vary depending upon the amount of insurance purchased.

8.2 Purchaser will pay a fee to the City Register for recording the deed and the power of attorney, and will pay a filing fee for the RP-5217 form. In addition, Purchaser's title insurance company may charge various fees and service charges in connection with such recordings and filings, all of which shall be payable by Purchaser.

8.3 If Purchaser obtains a mortgage loan, Purchaser shall pay all closing costs associated with such loan, which may include, but need not be limited to, the following:

(a) a fee and service charge for recording the mortgage at the same rates given above for recording the deed and power of attorney;

(b) a mortgage recording tax in the amount provided for by law, which on the date hereof is 2.05% of the principal amount of the mortgage for mortgages of less than \$500,000 and 2.175% of the principal amount of the mortgage for mortgages equal to or greater than \$500,000 (further, pursuant to law, the mortgagor receives a \$25 deduction and the mortgagee pays .25%, and in each case, the amount payable to Sponsor under subparagraph (c) below is deducted);

(c) to Sponsor, a sum equal to the full amount (but not in excess thereof) of the partial mortgage recording tax credit provided by Section 339-ee(2) of the New York Condominium Act, to the extent the same is or becomes available, as a reimbursement for the mortgage recording taxes previously paid (such credit is based, in general, on the Common Interest of the Units being purchased multiplied by a portion of the mortgage tax previously paid on account of pre-existing mortgages on the Property);

(d) the premium for mortgage title insurance, if required by Purchaser's lender;

(e) deposits for Common Charges, real estate taxes, any assessments, water charges and sewer rents (if separately assessed), if required by Purchaser's lender; and

(f) such other costs and expenses in connection with such loan as determined by Purchaser's lender.

8.4 Purchaser will be required to pay the amount of \$1,500.00 to Carone & Associates, PLLC Sponsor's counsel, for each Unit purchased hereunder, in order to defray Sponsor's legal fees for services in connection with preparing the deed and power of attorney and for coordinating and attending the closing and \$250 for the preparation of ACRIS transfer documents required by the City of New York. If Purchaser obtains financing and the lender is unwilling to close at the offices of Sponsor's counsel or if Purchaser otherwise requests that the Closing occur other than at the office of Sponsor's counsel (or such other place as Sponsor may designate in its closing notice) and Sponsor in its sole discretion consents to such request, the closing may be held elsewhere in New York City, provided that Purchaser shall pay Sponsor's counsel a travel fee of \$250 if the closing is held elsewhere in Brooklyn and \$150 if the closing is held in another borough other than Brooklyn. If, through no fault of Sponsor, Purchaser fails to close on the date scheduled by Sponsor (including, without limitation, the failure of Purchaser or Purchaser's attorney to give at least ten (10) days' prior written notice of a title defect as required in Article 7 above and the failure of Purchaser to have payment in proper form available at closing), then Purchaser shall pay to Sponsor's counsel an additional fee of \$250 for each Unit purchased hereunder for each rescheduled closing to help defray the cost of preparing for and coordinating the new closing and recalculating the closing apportionments. If Purchaser shall obtain mortgage financing, then Purchaser shall pay an additional fee of \$450 to Sponsor's counsel to defray the additional costs associated therewith. In addition, 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 (or Purchaser otherwise exercises its limited right with respect to an assignment as provided in Section 23.4 hereof), a fee of \$850, shall be payable by Purchaser to Sponsor's counsel, for preparation of an assignment agreement. Purchaser may be required to pay more than one fee pursuant to the preceding sentence and forgoing provisions with respect to a single Unit. At Sponsor's option in its sole discretion, any one or more of the foregoing fees to be paid to Sponsor's counsel shall be paid by Purchaser in advance, prior to closing, upon notice to Purchaser.

Purchaser shall also be required to pay the sum of \$2,500.00 to the sponsor to help defray the costs of the Offering Plan Preparation.

8.5 Purchaser shall make a contribution to the Working Capital Fund of the Condominium, payable to the Board, in an amount equal to two (2) month's Common Charges then in effect for each Unit pursuant to the Condominium budget and in accordance with Schedule A in the Plan, as the same may be amended from time to time.

8.6 Purchaser shall pay to the Board the Common Charges for the Unit for the first full month following the month in which title closes. In the event that Purchaser defaults in respect of the terms, provisions and conditions of the By-Laws, the Board may use, apply, or retain the whole or any part of the security so paid in advance to the extent required for the payment of any Common Charges or any other sum as to which Purchaser is in default; and such Unit Owner shall, within thirty (30) days after notice from the Board, deposit with such Board the amount so applied or retained so that at the option of the Board, such Board shall have the full amount of said security on hand at all times. The provisions of the preceding sentence shall survive the closing of title.

8.7 Purchaser shall pay the Real Estate Transfer Tax due to the State of New York (the so-called "deed stamps" and, if applicable, the so-called "mansion tax"), the Real Property Transfer Tax due to the City of New York and any other real property transfer tax due to the City or State of New York. Purchaser agrees to indemnify and hold Sponsor harmless from and against any and all liabilities and expenses (including, without limitation, reasonable legal fees and disbursements) incurred by Sponsor by reason of the non-payment by Purchaser of any of the taxes Purchaser is obligated to pay hereunder in connection with the purchase of the Unit. Purchaser's obligations to pay the taxes described in this Section 9.7 and to indemnify Sponsor as herein provided shall survive the closing of title or the termination of this Agreement.

9. Transfer Tax Returns. At the closing, Purchaser 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 Purchaser shall duly complete and sign 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 Form and Combined Tax Form shall be delivered at closing to the representative of Purchaser's title insurance company (or, if none, to Sponsor's attorney) for filing with the proper governmental officer. Sponsor will similarly execute all of such forms and other documents required in connection with recording of the deed including, without limitation, smoke detector and multiple-dwelling affidavits.

10. The Plan.

10.1 Purchaser acknowledges having received and read a copy of the Plan, including all amendments thereto, if any, filed prior to the date hereof with the Department of Law of the State of New York, at least three (3) business days before submitting this Agreement. If, however, Purchaser did not receive a copy of the Plan at least three (3) business days before submitting this Agreement, Purchaser may rescind this Agreement, by sending written notice of same to Sponsor by certified or registered mail, return receipt requested, or by personal delivery, in either case within seven (7) days of Purchaser's submission of this Agreement.

10.2 The Plan is incorporated herein by reference and made a part hereof with the same force and effect as if set forth herein at length. In the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern, except with respect to express modifications to the terms of the Plan included in this Agreement and agreed to by Sponsor and Purchaser, in which case such modifications will govern.

10.3 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.

11. Default by Purchaser. (a) Any of the following shall constitute an "Event of Default" hereunder:

(i) Purchaser's failure to pay the Balance or any closing apportionment or closing cost required to be paid by Purchaser as stated herein on the Closing Date designated by Sponsor pursuant to Article 4 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) the occurrence of any Events of Default under any other Agreement between Sponsor and Purchaser, or between Sponsor and any member or members of Purchaser's immediate family or between Sponsor and any parent, affiliate or subsidiary of Purchaser; or

(iv) if Purchaser is permitted to become the tenant at Sponsor's prior written express consent 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 and either (x) Sponsor has obtained an order of eviction against Purchaser from a court of competent jurisdiction or (y) Purchaser has vacated the Unit; or

(v) Purchaser's assignment of any of Purchaser's property for the benefit of creditors, or Purchaser's filing a voluntary petition in bankruptcy; or

(vi) 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

(vii) if a judgment or tax lien is filed against Purchaser and Purchaser does not pay or bond the same within thirty (30) days.

(b) TIME IS OF THE ESSENCE with respect to Purchaser's obligations to close on the scheduled date and curing any defaults within the allocated cure periods as well as pay the Balance and to pay, perform or observe Purchaser's other obligations

under this Agreement. Upon the occurrence of an Event of Default, Purchaser shall have thirty (30) days from the giving of the notice of such default to cure the specified default. If the default is not cured within such thirty (30) days, TIME BEING OF THE ESSENCE, then Sponsor, in its sole discretion, may thereupon cancel this Agreement. If Sponsor elects to cancel, this Agreement shall be deemed cancelled, and Sponsor, as its sole remedy, shall have the right, subject to the provision of Section 12(d) below, to retain, as and for liquidated damages, the Deposit and any interest earned on the Deposit. 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 accounting to Purchaser for any of the proceeds of such sale.

(c) Sponsor and Purchaser each hereby agree and acknowledge that it would be impractical and/or extremely difficult to fix or establish the actual damage sustained by Sponsor as a result of a default by a Purchaser hereunder, and that, subject to the provision of Section 12(d) below, the Deposit (including all interest) shall constitute and be deemed to be the reasonable and agreed upon liquidated damages of Sponsor in respect of the possible loss of a timely closing, the possible fluctuation of values, additional carrying costs of the Unit and other expenses that may be incurred, including, without limitation, attorneys' fees, and shall be paid by Purchaser to Sponsor as Sponsor's sole and exclusive remedy. The payment of the deposit (including all interest) as liquidated damages is not intended to be a forfeiture or penalty, but is intended to constitute liquidated damages to Sponsor.

(d) NEITHER SELLER NOR PURCHASER SHALL CHALLENGE THE VALIDITY OF THE PROVISIONS OF THIS AGREEMENT OR THE PLAN WITH RESPECT TO LIQUIDATED DAMAGES OR ANY RIGHT OF SPONSOR SET FORTH HEREIN OR THEREIN TO RETAIN THE DEPOSIT IN THE EVENT OF A PURCHASER DEFAULT. SUCH PROVISIONS HAVE BEEN AGREED TO VOLUNTARILY, AFTER NEGOTIATION, WITHOUT DURESS OR COERCION BY ANY PARTY UPON ANY OTHER PARTY, AND WITH EACH PARTY HAVING BEEN (OR HAVING HAD FULL AND ADEQUATE OPPORTUNITY TO BE) REPRESENTED AND ADVISED BY COUNSEL, ACCOUNTANTS, BROKERS, APPRAISERS AND OTHER EXPERTS AND ADVISORS OF ITS OWN CHOOSING.

12. Agreement Subject to Lien of Mortgage. No lien or encumbrance shall arise against the Property or the Unit as a result of this Agreement or any money 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 continue to be subject and subordinate to the lien of any mortgage heretofore or hereafter made and any payments or expenses already made or incurred or which hereafter may be made or incurred, pursuant to the terms thereof, or incidental thereto, or to protect the security thereof, to the fullest extent thereof, without the execution of any further legal documents by Purchaser. Sponsor shall, at its option, either satisfy such mortgages or obtain a release of the Unit and its undivided interest in the Common Elements from the lien of such mortgages on or prior to the Closing Date, unless, if Purchaser is obtaining financing on the Unit, Purchaser assumes such mortgages (at Sponsor's discretion). 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 basis of any claim against, or liability of, Sponsor, provided that any such mortgage is subordinated to the Declaration, or the Unit is released from, or not subject to, the lien of such mortgage at closing (unless Purchaser has assumed the continuation of a mortgage lien encumbering such Unit as hereinabove described).

13. 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 Deposit, together with interest, if any, 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.

14. 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 expense 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 not to cure such inability, and Purchaser is not in default hereunder, Purchaser's sole remedy shall be to either (a) take title to the Unit subject to such inability (without any abatement in or credit against the Purchase Price, or any claim or right of action against Sponsor for damages or otherwise) or (b) terminate this Agreement. If Purchaser so elects to terminate this Agreement, Sponsor shall, within 30 days after receipt of notice of termination from Purchaser, return the Deposit to Purchaser, together with interest, if any, earned thereon. Upon making such payment, this Agreement shall be terminated and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability under this Agreement and the Plan. The foregoing remedy must be exercised by written notice sent by Purchaser to Sponsor within ten 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 first remedy above to acquire title subject to such inability.

15. 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 the sale of the Unit pursuant to this Agreement. No portion of the Purchase Price shall be attributable to such items.

16. Construction.

16.1 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 Specifications 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 temporary or permanent 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 Plan in the Section entitled "Rights and Obligations of Sponsor."

16.2 The construction of the Building and the Unit and the correction of any defects in the construction thereof 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.

16.3 The closing of title shall occur only after, or concurrently with, compliance with the prerequisites set forth under "Prerequisites to Closing of Title" 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 any credit against or abatement in the Purchase Price and without any 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 Report (as hereinafter defined) remaining for Sponsor to complete and/or correct in accordance with its obligations under the Plan, and notwithstanding the incomplete construction and/or decoration of any other portions of the Building not preventing Purchaser's occupancy of the Unit).

16.4 Sponsor has projected that, based upon currently anticipated schedules, construction of the Building will be sufficiently completed to permit closings of Units to begin in or about January 1, 2019. The actual date for the First Closing is only an estimate and is not guaranteed or warranted, and may be earlier or later depending on the progress of construction and compliance with the other prerequisites described in the Plan. Purchaser acknowledges that construction may be delayed by weather, casualty, labor difficulties (including work stoppages and strikes), late delivery or inability to obtain on a timely basis or otherwise materials or equipment, governmental restrictions, or 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 expressly 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 earlier or later than the projected date or the time to complete or to close title to the Unit is accelerated, delayed or is postponed by Sponsor, Purchaser's rights as set forth in Plan in respect thereof being in lieu of any other rights or remedies which may be available pursuant to any applicable law, regulation, statute or otherwise, all of are hereby expressly waived by Purchaser.

16.5 Sponsor is obligated to construct the Building in accordance with all applicable codes and filed building plans and specifications as well as the provisions of the Plan.

17. Limited Warranty. The Housing Merchant Implied Warranty, as contained in Section 777-a of the New York General Business Law, generally applies to any single-for-sale unit in a multi-unit residential structure of five (5) stories or less transferred under a condominium regime. HOWEVER, AS PERMITTED BY LAW, SPONSOR HAS LIMITED SUCH WARRANTY TO THE TERMS OF THE LIMITED WARRANTY ATTACHED TO THIS CONTRACT AS EXHIBIT 1. PURCHASER WILL BE REQUIRED TO EXECUTE THIS LIMITED WARRANTY AT CLOSING. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE IN CONNECTION WITH THIS PURCHASE AGREEMENT OR UNIT. PURCHASER ACKNOWLEDGES THAT A WRITTEN COPY OF THE TERMS OF THE LIMITED WARRANTY ATTACHED HERETO HAS BEEN PROVIDED FOR THE PURCHASERS EXAMINATION PRIOR TO THE EXECUTION OF THIS PURCHASE AGREEMENT.

18. Inspection of Unit. At least one week (but not more than one month) prior to the Closing Date, at Sponsor's direction, Selling Agent if applicable or Sponsor shall notify Purchaser that the Unit is ready for inspection. Upon receipt of the notice, Purchaser shall promptly arrange an appointment with Selling Agent to inspect the Unit within the week prior to the Closing Date. Purchaser or his or her duly authorized agent shall attend such inspection, shall carefully inspect the Unit, and shall complete, date and sign the Inspection Statement (in the form set forth as Schedule B to this Agreement) and deliver same to Selling Agent if applicable or Sponsor at the conclusion of the inspection. Failure of Purchaser either to arrange such appointment or to inspect the Unit within the week prior to the Closing Date or to so sign and deliver the completed Inspection Statement shall not excuse Purchaser from paying the Balance when due and shall constitute Purchaser's full acceptance of the Unit. However, nothing herein shall relieve Sponsor of its obligations as set forth in "Rights and Obligations of Sponsor" in the Plan.

19. 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:

19.1 The risk of loss to the Unit by fire or other casualty, until the earlier of closing of title or the taking of 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. In the event of damage or destruction of the Unit due to fire or other casualty prior to the closing of title

and the election by Sponsor to repair or restore 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 the Board and other Unit Owners if the Declaration has theretofore been recorded and any mortgagee of Sponsor, 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 or the termination of the Agreement.

19.2 In the event of damage to or destruction of the Unit by fire or other casualty prior to the closing of title and the election by Sponsor, with notice thereof to Purchaser, that it does not elect to repair or restore the Unit, or, if the Declaration has been recorded prior thereto, then if 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 or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser hereunder, together with interest, if any, earned thereon, and neither party shall have any further rights, obligations or liability to or against the other and the parties shall be released and discharged from all obligations and liability hereunder and under the Plan, except that if Purchaser is then in default hereunder (beyond the applicable grace period, if any), Sponsor shall retain all such sums deposited by Purchaser hereunder and any interest earned thereon, as and for liquidated damages.

20. Prohibition Against Advertising. Purchaser hereby covenants and agrees that it shall not list the Unit for sale or resale with any broker or otherwise advertise, promote, or publicize the availability of the Unit for sale prior to the closing of title. Any such listing of the Unit or form of advertising, promotion or publicizing of the Unit by Purchaser or its agents or representatives prior to the closing of title shall be an Event of Default hereunder, entitling Sponsor to the remedies set forth in Article 12 hereof. The provisions of this Article 21 shall survive the closing of title or the termination of this Agreement.

21. Broker. Purchaser represents to Sponsor that Purchaser has not dealt with any broker in connection with this transaction other than Selling Agent _____ Purchaser shall pay the commission of any broker with whom Purchaser may have dealt, other than Selling Agent and the aforementioned broker. Purchaser agrees that, should any claim be made against Sponsor for commissions by any broker other than Selling Agent on account of any acts or dealings 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, but not limited to, reasonable legal fees and disbursements. The provisions of this Article 23 shall survive the closing of title or the termination of this Agreement and are not made for the

benefit of any third parties.

22. Agreement May Not Be Assigned.

22.1 This Agreement, or any interest of Purchaser herein, shall not inure to the benefit of any successors or assigns of Purchaser and may not be assigned by Purchaser, without the prior written consent of Sponsor, which consent may be given or denied by Sponsor in its sole discretion. Any purported assignment by Purchaser in violation of this Agreement shall be an event of default by Purchaser entitling Sponsor to all remedies available at law, in equity or otherwise, including, without limitation, the remedies set forth in Article 12 hereof, and shall be voidable at the option of Sponsor.

22.2 If Purchaser is a corporation, any sale, assignment, transfer, pledge, encumbrance or other disposition of any of the stock of Purchaser, or if Purchaser is a partnership, limited liability company or other entity, any sale, assignment, transfer, pledge, encumbrance or other disposition of any interest in such partnership, limited liability company or other entity shall, for purposes of this Agreement, be considered an assignment and shall be subject to the provisions, prohibitions and terms of this Article concerning assignment of this Agreement, except that a sale of less than fifty percent (50%) of the stock, or in the case of a partnership, limited liability company or other entity, less than fifty percent (50%) of the ownership interests, of Purchaser which does not result in a change in control of Purchaser shall not be considered an assignment. For purposes of the preceding sentence only, "control" shall mean the ownership of fifty-one percent (51%) or more of the interests in such entity or possession of the power to direct the management and policies of such entity and the distribution of its profits.

22.3 If a Purchaser desires to assign its rights under this Agreement or to take title in the name of an affiliate of, or entity related to, or controlled by Purchaser that differs from that reflected in this Agreement, or to add, delete or substitute the name of a member of the Purchaser's family, then, if such assignment, alteration, addition, deletion or substitution is permitted by Sponsor (in Sponsor's sole discretion), Purchaser shall deliver to Selling Agent or Sponsor's counsel, four (4) signed forms of assignment of this Agreement (to be prepared by Sponsor's counsel at Purchaser's expense and in form and content acceptable to Sponsor, in its sole discretion), as well as three (3) completed and signed copies of either Form W-9 (Request for Taxpayer Identification Number and Certification) or Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding), as applicable, in the form required by law. Upon each assignment or other change permitted by Sponsor (in its sole discretion), the assignments and Form W-8 or Form W-9, as applicable, must be delivered to Selling Agent or Sponsor's counsel, together with a personal certified check, or an official bank or cashier's check, in the amount of \$850 made payable to Carone & Associates, PLLC (for services rendered in connection with the assignment), not less than twenty (20) days prior to the

date scheduled for the Purchaser's closing. In no event shall Purchaser or its assignee (or any added or substituted party) have any right to adjourn or postpone the closing as a result of any such change or assignment. Sponsor is not obligated to consent to any such change or assignment and, Sponsor's refusal to consent to an assignment or change in name will not entitle Purchaser to cancel this Agreement or excuse Purchaser from any of its obligations hereunder or give rise to any claim for damages against Sponsor; and the prohibition against advertising or publicizing the availability of Purchaser's Unit as set forth in Article 21 above and in the Plan will remain in effect.

22.4 Notwithstanding the provisions of Section 22.4 above, Sponsor will not unreasonably withhold its consent to the assignment by Purchaser, on one (1) occasion only, of all of Purchaser's rights under this Agreement to a Purchaser Affiliate or to member(s) of Purchaser's Immediate Family, provided that any such assignment is made without consideration and otherwise in accordance with the provisions and procedures set forth in Section 23.3 above. For purposes of this Section 23.4 only: (i) "Purchaser Affiliate" means an entity, as of the date of the assignment and at all times thereafter through and including the Closing, controlled by or under common control with Purchaser; (ii) "Immediate Family Members" means Purchaser's spouse, domestic partner, children, grandchildren, parents, grandparents, brothers or sisters, stepchildren and stepparents; and (iii) "control" means the ownership of fifty-one percent (51%) or more of the interests in such entity and possession of the power to direct the management and policies of such entity and the distribution of its profits.

22.5 Notwithstanding any consent by Sponsor pursuant to the terms of this Article to any such change of name or assignment, in no event shall Purchaser, as assignor, be released or relieved from any obligations, promises, covenants and liabilities under or in respect of this Agreement.

23. 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 Purchaser or Sponsor until Purchaser has signed this Agreement and delivered the signed Agreement and the Deposit to Sponsor, and a counterpart hereof executed by Sponsor has been delivered to Purchaser. Prior to Sponsor's countersigning and returning this Agreement to Purchaser, and at any time thereafter, Purchaser agrees upon request to provide Sponsor with written reasonable information about Purchaser's employment, 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, sexual orientation, race, creed, color, national origin, ancestry, disability, marital status, or other ground proscribed by law.

24. Notices.

24.1 Any notice, election, demand, consent, request or other communication hereunder or under the Plan shall be 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 Purchaser at the address given at the beginning of this Agreement; and to Sponsor, addressed to Selling Agent at 2055 Flatbush Avenue, Brooklyn, New York 11234, with a copy sent simultaneously and in like manner to Carone & Associates, PLLC 2055 Flatbush Avenue, Brooklyn, New York 11234. 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, three (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.

24.2 A delay in the actual delivery of the notice to Purchaser may affect the time period allotted to Purchaser to respond in instances in which the Purchaser is required to respond within a specified time period. Notices are deemed to be given on the date received if given in person, or on the date mailed for any form of mailed notice.

24.3 Sponsor hereby designates and empowers both Selling Agent and Sponsor's counsel Carone & Associates, PLLC 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.

25. Joint Purchasers. The term "Purchaser" shall be read as "Purchasers" if the Unit is being purchased by more than one person, in which case their obligations shall be joint and several.

26. 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 obligation or undertaking shall be tolled for the length of the period during which such performance was excused. The Purchaser's time to perform their obligations under this Agreement may also be tolled during tolling period. Despite the above, Sponsor cannot limit any rights which the Purchaser may have pursuant to Article 23A of the GBL, NYS Attorney General regulations, and the Offering Plan, except as determined in a final decision or order by a Court of competent jurisdiction or any governmental agency by executive order. **Purchasers are advised that executing a purchase agreement that includes the foregoing provision may delay the closing of the Purchaser's contracted for unit and may limit the Purchaser's remedies for any such delay in the Closing Date. Purchasers are also advised that their obligations to perform under this Agreement may be**

tolled. The Attorney General strongly recommends that Purchasers consult with their attorneys regarding any tolling rights the Purchasers may have, and any risks associated with executing a purchase agreement containing the foregoing provision before executing the purchase agreement.

27. 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. Additionally, 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 correct any error and or omissions that may have occurred at Closing of Title. The Provisions of this Article shall survive Closing of Title and delivery of the deed.

28. 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.

29. Strict Compliance. Any failure by either party hereto to insist upon the strict performance by the other party 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 other party.

30. No Lien. Neither this Agreement nor any monies deposited hereunder or expended by Purchaser in connection herewith shall constitute a lien against the Unit, any other Units, or any other portion of the Building or the Land upon which it is situated, and Purchaser may not record this Agreement or a memorandum thereof.

31. Governing Law. The provisions of this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York applicable to contracts made and to be performed wholly in the State of New York, without regard to principles of conflicts of law.

32. Purchaser's Representations.

32.1 Purchaser represents that Purchaser has 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 Purchaser or Seller, as provided herein) has any right or claim to all or any portion of the Deposit.

32.2 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, 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 an 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.

32.3 Purchaser has taken, and shall continue to take until the closing of title, such measures as are required by applicable law to assure that the funds used to pay to Seller the Purchase Price are 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 of 1970, as amended, 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.

32.4 The provisions of this Article shall survive the closing of title to the Unit or termination of this Agreement.

32.4 The Purchaser hereby acknowledges and agrees that the Geographic Targeting Order ("GTO") issued by the Financial Crimes Enforcement Network ("FinCEN" requires U.S.

title insurance companies to report to FinCEN the personal identity of purchasers in residential real estate transactions in which:

- (1) the purchaser is a legal entity as defined in the GTO;
- (2) the purchaser purchases residential real property located in the Borough of Bronx, Brooklyn, Queens, Manhattan, and Staten Island;
- (3) the total purchase price is in the amount of \$300,000 or more;
- (4) such purchase is made without a bank loan or other similar form of external financing; and
- (5) the purchase is made, at least in part, using currency or a cashier's check, a certified check, a traveler's check, a personal check, a business check, a money order in any form, a funds transfer, or virtual currency.

The Purchasers hereby expressly agree to comply with the foregoing FinCEN requirements if applicable.

33. 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. The provisions of this Article shall survive closing of title or the termination of this Agreement.

34. Waiver of Jury Trial. Except as prohibited by law, the parties shall, and they hereby do, expressly waive trial by jury in any litigation arising out of, 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. The provisions of this Article shall survive closing of title or the termination of this Agreement.

35. Waiver of Diplomatic or Sovereign Immunity.

35.1. Purchaser hereby waives any and all immunity from suit or other actions or proceedings and agrees that, should Sponsor or any of its successors or assigns bring any suit, action or proceeding in New York or any other jurisdiction to enforce any obligation or liability of Purchaser arising, directly or indirectly, out of or relating to this Agreement, no immunity from such suit, action or proceeding will be claimed by or on behalf of Purchaser.

35.2. As of the execution of this Agreement, Purchaser acknowledges and agrees that all disputes arising, directly or indirectly, out of or relating to this Agreement may be dealt with and adjudicated in the state courts of New York or the federal courts sitting in New York, and hereby expressly and irrevocably submits the person of Purchaser to the jurisdiction of such courts in any suit, action or proceeding arising, directly or indirectly, out of or relating to this Agreement. So far as is permitted under the applicable law, this consent to personal jurisdiction shall be self-operative and no further instrument or action shall be necessary in order to confer jurisdiction upon the person of Purchaser in any such court.

35.3. Purchaser irrevocably waives, to the fullest extent permitted by law, and agrees not to assert, by way of motion, as a defense or otherwise in any suit, action or proceeding arising,

directly or indirectly, out of relating to this Agreement, brought in the state courts in New York or the federal courts sitting in New York: (i) any objection which it may have or may hereafter have to the laying of the venue of any such suit, action or proceeding in any such court; (ii) any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum; or (iii) any claim that it is not personally subject to the jurisdiction of such courts. Purchaser agrees that final judgment from which Purchaser has not or may not appeal or further appeal in any such suit, action or proceeding brought in such a court shall be conclusive and binding upon Purchaser and, may so far as is permitted under the applicable law, be enforced in the courts of any state or any federal court and in any other courts to the jurisdiction of which Purchaser is subject, by a suit upon such judgment and that Purchaser will not assert any defense, counterclaim, or set off in any such suit upon such judgment.

35.4. Purchaser agrees to execute, deliver and file all such further instruments as may be necessary under the laws of the State of New York, in order to make effective the consent of Purchaser to jurisdiction of the state courts of New York and the federal courts sitting in New York and any other provisions of this Article 38.

35.5. Nothing in this Article shall affect the right of Sponsor to bring proceedings against Purchaser in the courts of any jurisdiction or jurisdictions.

35.6. The provisions of this Article 35 shall survive the closing of title or the termination of this Agreement for the purpose of any suit, action, or proceeding arising directly or indirectly, out of or relating to this Agreement.

35.7. In the event Purchaser is a foreign government, a resident representative of a foreign government or such other person or entity otherwise entitled to the immunities from suit enjoyed by a foreign government (i.e., diplomatic or sovereign immunity), such Purchaser shall hereby be deemed to have designated and hereby designates, having its offices, at the date hereof, at 111 Eighth Avenue, New York, New York 10011 as its duly authorized and lawful agent to receive process for and on behalf of Purchaser in any state or Federal suit, action or proceeding in the State of New York based on, arising out of or connected with this Agreement.

35.8. If Purchaser is a foreign mission, as such term is defined under the Foreign Missions Act, 22 U.S.C. 4305, Purchaser shall notify the United States Department of State prior to purchasing a Unit and provide a copy of such notice to Sponsor. Sponsor shall not be bound under this Agreement unless and until the earlier to occur of: (i) a notification of approval is received from the Department of State; or (ii) sixty (60) days after Purchaser's notice is received by the Department of State.

36. Smoking Policy. The condominium has adopted the following smoking policy in compliance with New York City Local Law 147. Smoking is prohibited in all of the common areas of the condominium. The common areas include but are not limited to the stairways leading to and from the units, the sprinkler room, the outdoor parking areas and the outdoor front of the building to the property line. The unit owners may smoke in their units as well as the outdoor limited common element areas such as terraces and roof top terraces so long as it does not create a nuisance to the other units. A nuisance shall be defined as infiltration of smoke or

smoke odors into the units.

This policy includes electronic cigarettes and other vapor products in addition to the more conventional smoking apparatus. Please refer to Rights and Obligations of Unit Owners and Board.

37. 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.

38. 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 term "herein," "hereof" or "hereunder," or similar terms used in this Agreement, refer to this entire Agreement and not to the particular provision in which the term is used. Unless otherwise stated, all references herein to Articles, Sections or other provisions are references to Articles, Sections or other provisions of this Agreement.

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

40. Successors and Assigns. Subject to the provisions of Article 23 hereof, the provisions of this Agreement shall bind and inure to the benefit of Purchaser and Purchaser's heirs, legal representatives, successors and permitted assigns and shall bind and inure to the benefit of Sponsor and its successors and assigns.

41. No Oral Changes. This Agreement or any provision hereof, cannot be orally changed, terminated or waived. ANY CHANGES OR ADDITIONAL PROVISIONS MUST BE SET FORTH IN A RIDER ATTACHED HERETO OR IN A SEPARATE WRITTEN AGREEMENT SIGNED BY THE PARTIES AND WHICH REFERS TO THIS AGREEMENT.

42. Counterparts. This Agreement and any Rider(s) which may be annexed hereto may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. A facsimile signature on this Agreement (or any such Rider(s)) shall be acceptable and be deemed binding. The party tendering such facsimile signature shall provide the other party with original counterparts of the signature page promptly after delivery of the facsimile signature page, although the failure to do so shall not invalidate the effectiveness of the facsimile signature.

43. Rule of Construction. There shall be no presumption against the drafter of this Agreement or the Plan.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth hereinabove.

SPONSOR:

By: _____

_____, Authorized Signatory

PURCHASER:

By: _____

Purchaser acknowledges receipt
of Offering Plan [and amendments]
on _____, 2021

Initials of Purchaser(s):

SCHEDULE A

PERMITTED ENCUMBRANCES

1. Building and zoning laws and other regulations, resolutions and ordinances (including, but not limited to, any variances or use regulations) and any amendments thereto now or hereafter adopted.
2. The terms, burdens, covenants, restrictions, conditions, easements and rules and regulations, all as set forth in the Declaration, the Condominium By-Laws (and the Rules and Regulations made thereunder), the By-Laws (and the Rules and Regulations made thereunder), the Power of Attorney from Purchaser to the Board and the Floor Plans, all as may be amended from time to time.
3. 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 or any portion or element thereof.
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 on 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, connections and other equipment and facilities on, under and across the Property.
6. Any easement or right of use required by Sponsor or its designee to obtain a temporary, permanent or amended Certificate of Occupancy for the Building or any part of same.
7. Any encumbrance as to which the Ridge Abstract, the Title Company (or the title insurance company that insures Purchaser's title to the Unit) would be willing to insure, at its regular rates and without additional premium, in a fee policy issued by it to Purchaser, that such encumbrance will not be collected out of or enforced against the Unit if it is a lien, or that such encumbrance is not a blanket lien encumbering the Common Elements.
8. 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 its permitted purposes.
9. Revocability of licenses for vault space, if any, under the sidewalks and streets and the lien of any unpaid vault tax.
10. Encroachments of trim, copings, retaining walls, stoops, bay windows, terraces, sidewalk elevators, fences, fire escapes, cornices, foundations, footings, chutes, fuel oil

lines, drainage and standpipes, and similar projections, if any, on, over or under the Property or the streets, sidewalks or premises abutting the Property, and the rights of governmental authorities to require the removal of any such projections, and variations between record lines of the Property and retaining walls and the like, if any.

11. Leases and service, maintenance, employment, concessionaire and license agreements, if any, of other Units or portions of the Common Elements.

12. The lien of any unpaid Common Charges, real estate tax, water charge or sewer rent, provided the same are adjusted at the closing of title.

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

14. Franchise taxes and New York City Business Corporation taxes of any corporation in the chain of title, provided that the Title Company would be willing in a fee policy issued by it to Purchaser, to insure that such taxes will not be collected out of the Unit.

15. Standard printed exceptions contained in the form of fee title insurance policy then issued by the Title Company (or the title insurance company insuring Purchaser's title to the Unit).

16. 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.

17. Any lease or other occupancy agreement for the Unit made by Sponsor and Purchaser.

18. Any violations against the Property (other than the Unit) that are the obligation of the Board or another Unit Owner to correct.

19. Any additional title exceptions noted in the Specimen Title Policy set forth in Part II of the Offering Plan.

20. Any state of facts which an update of the Existing Survey or any other accurate survey or a personal inspection of the Property and the Unit would show; provided such state of facts would not prevent the use of the Unit for its stated purposes; although any encroachment of a portion of the Unit structure upon another Unit or Units or upon the Common Elements may remain undisturbed as long as the same shall stand.

21. All other covenants, restrictions and matters of record.

22. Terms, covenants and conditions of any and all Utility Easements

23. Any and all other matters detailed in the abstract of title supplied and provided by

Smoking Policy. The condominium has adopted the following smoking policy in compliance with New York City Local Law 147. Smoking is prohibited in all of the common areas of the condominium. The common areas include but are not limited to the stairways leading to and from the units, the outdoor parking area and the outdoor front of

the building to the property line. The unit owners may smoke in their units as well as the outdoor limited common element areas such as terraces and roof top terraces so long as it does not create a nuisance to the other units. A nuisance shall be defined as infiltration of smoke or smoke odors into the units.

This policy includes electronic cigarettes and other vapor products in addition to the more conventional smoking apparatus.

SCHEDULE B

INSPECTION STATEMENT

Re: _____

Gentlemen: _____

As a result of my/our final inspection, please be advised that except as otherwise noted, I/we found the following items in good condition, free of chips, mars, breaks or other defects:

Exceptions

<u>Items</u>	<u>Initials</u>	<u>if any</u>
Windows, window frames		
Electric fixtures & globes		
Interior painted surfaces		
Sinks, tubs, bowls & shower doors & trim		
Kitchen cabinets & counter tops		
Vanity tops & base		
Medicine cabinets, doors & mirror		
Hardware		
Flooring		
Appliances		

I/we understand 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 my/our date of moving. I/we agree and I/we will sign off each item requiring adjustment or repairs as it is completed.

Purchaser's Signature

Purchaser's Signature

Sponsor's Representative

EXHIBIT 1

RIDER TO PURCHASE AGREEMENT DATED _____, 2019 BY
AND BETWEEN 271 PRESCOTT AVE LLC, AS SPONSOR, AND **Billy Shu Sang
Lok** AS PURCHASER(S).

LIMITED WARRANTY

PROPERTY:

UNIT:

PURCHASER:

SPONSOR:

ADDRESS OF SPONSOR:

WARRANTY DATE:

The date that Purchaser or its family shall first occupy the Unit warranted or the date of delivery of the deed to the Unit to Purchaser, whichever occurs first.

TOTAL LIABILITY

50% percent of the purchase price of the Unit set forth in the Purchase Agreement to which this Limited Warranty is annexed as a rider less any insurance proceeds received by Purchaser.

THIS LIMITED WARRANTY EXCLUDES AND PRECLUDES ALL CONSEQUENTIAL AND INCIDENTAL DAMAGES, EXCEPT AS REQUIRED BY NEW YORK STATE LAW.

THIS LIMITED WARRANTY IS IN LIEU OF AND REPLACES ALL OTHER WARRANTIES ON THE CONSTRUCTION AND SALE OF THE UNIT AND ITS COMPONENTS, BOTH EXPRESS AND IMPLIED (INCLUDING ANY

WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. THE PURPOSE OF THIS LIMITED WARRANTY IS TO IDENTIFY SPONSOR'S RESPONSIBILITIES FOR CONSTRUCTION DEFECTS OF A LATENT OR HIDDEN NATURE THAT COULD NOT HAVE BEEN FOUND OR DISCLOSED ON FINAL INSPECTION OF THE UNIT.

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

By Whom Made. This Limited Warranty is made exclusively by Sponsor whose name and address appear on page 1.

Final Inspection of the Unit. Before Purchaser moves into the Unit or accepts the deed, Sponsor will schedule an appointment for final inspection of the Unit with Purchaser. The purpose of this final inspection is to discover any defects of a visible, obvious or patent nature, or any other unfinished work that may have occurred during the final stages of finishing the Unit, or any unfinished work caused by back-orders beyond Sponsor's control. Sponsor may also point out other defects known to have occurred during the construction process that remain uncorrected at the time of the inspection.

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

Limited Warranty. This Limited Warranty is in lieu of and replaces all other warranties on the construction and sale of the Unit and its components, both express and implied (including any warranties of merchantability or fitness for a particular purpose). There are no warranties which extend beyond the face hereof.

Warranty Coverages and Periods. The Warranty Period for all of the following coverages begins on the Warranty Date shown on page 1 of this Limited Warranty.

FIRST YEAR BASIC COVERAGE: for one year from and after the Warranty Date, the Unit will be free from latent defects that constitute:

defective workmanship by Sponsor, or an agent, employee or subcontractor of Sponsor;

defective materials furnished by Sponsor, or an agent, employee or subcontractor of Sponsor;

defective design, provided by an architect, engineer, surveyor, or other design professional retained exclusively by Sponsor; or

defective installation of appliances sold as part of the Unit by Sponsor or an agent, employee or subcontractor of Sponsor.

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

TWO YEAR MAJOR SYSTEM COVERAGE: for two years from and after the Warranty Date, the Plumbing, Electrical, Heating, Cooling and Ventilation Systems of the Unit which have been installed by Sponsor or an agent, employee or subcontractor of Sponsor are warranted to be free from latent defects resulting from defective installation by Sponsor or an agent, employee or subcontractor of Sponsor.

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

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

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

Except by reason of a defect in installation by Sponsor or an agent, employee or subcontractor of Sponsor, this major system coverage does not include defects in appliances, fixtures and items of equipment.

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

SIX YEAR MAJOR STRUCTURAL DEFECT COVERAGE: for six years from and after the Warranty Date, the Unit will be free from latent Major Structural Defects that result from:

defective workmanship by Sponsor, or an agent, employee or subcontractor of Sponsor;

defective materials furnished by Sponsor, or an agent, employee or subcontractor of Sponsor; or

defective design, provided by an architect, engineer, surveyor, or other design professional retained exclusively by Sponsor.

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

Damage to the non-load bearing portions of the Unit are not covered by this six-year coverage including: drywall and plaster; floor covering material; wall tile and other wall coverings; non-load bearing walls and partitions; electrical, plumbing, heating, cooling and ventilation systems; appliances, fixtures and items of equipment; paint; doors and windows; trim; cabinets; hardware; and insulation.

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

In all coverages under this Paragraph 5, workmanship, materials, design and installation will be considered to be defective if they fail to meet or exceed the relevant standards and specifications of the applicable building code of the municipality in which the Unit is located, in effect on the date that the building permit for the Unit was issued, as supplemented by the annexed locally accepted building standards and practices.

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

Exclusions From All Coverages. The following are not covered by this Limited Warranty:

Loss or damage caused by defective workmanship performed by any person other than:

(i) Sponsor (ii) Sponsor's agent or employee, or (iii) Sponsor's subcontractor.

Loss or damage caused by defective materials supplied by any person other than

(i) Sponsor, (ii) Sponsor's agent or employee, or (iii) Sponsor's subcontractor.

Loss or damage caused by defective design provided by any person other than a design professional retained exclusively by Sponsor.

Patent defects including defects shown on the Punchlist and defects which an examination of the Unit prior to acceptance of the deed or occupancy of the Unit ought to have revealed.

General Common Elements of the Condominium, except for those items that are explicitly included under this Limited Warranty;

Any damage to the extent that it is caused or made worse by:

Negligence, improper maintenance, or improper operation by anyone other than Sponsor, its employees, agents or subcontractors; or

Failure by Purchaser or anyone other than Sponsor, its employees, agents or subcontractors, to comply with the warranty requirements of manufacturers or suppliers of appliances, fixtures, plumbing, heating, cooling and ventilation systems of the Unit, if any, or items of equipment; or

Failure of Purchaser to give notice to Sponsor of any defects or damage within a reasonable time; or

Changes in the grading of the ground by anyone other than Sponsor, its employees, agents or subcontractors; or

Changes, alterations or additions made to the Unit anytime after the Warranty Date shown on page 1; or

Dampness or condensation due to failure of Purchaser to maintain adequate ventilation.

Any condition which does not result in actual physical damage to the Unit. Loss or damage caused by or resulting from accidents, riot and civil commotion, fire, explosions, smoke, water escape, falling objects, aircraft, vehicles, acts of God, lightning, windstorm, hail, flood, mudslide, earthquake, volcanic eruption, wind-driven water, and not reasonably foreseeable change in the underground water table.

Loss or damage caused by a seepage of water unless such loss or damage is the direct result of a construction defect.

Any damage caused by soil movement for which compensation is provided by legislation or which is covered by other insurance.

Any damages which Purchaser had not taken timely and reasonable action to minimize. Any condition resulting from normal wear and tear or natural deterioration or from the normal shifting or settling of the building, or defects of an insubstantial nature, including but not limited to, partial or total death of landscape improvements, nail pops, riding on sheetrock walls, lumber shrinkage, door sticking due to weather, door warpage, bath tile grouting, slight separation in joints or kitchen tile or wood flooring, floor levels, ceiling imperfections, painting defects, alignment of bathroom finishes, air infiltration from windows, any consequential damage resulting from settlement or normal plumbing, heating and air conditioning noises, or carpet discoloration and stretching.

Paint touch-ups, or chips, mars, breaks or other defects in window sashes,

electric fixtures, interior painted surfaces, sinks, tubs, bowls, bidets, shower doors, kitchen cabinets, countertops, vanity tops and bases, medicine cabinets, doors, mirrors, hardware, flooring and appliance cabinets, lights and light bulbs, except as agreed to in the Punchlist.

Insect damage.

Bodily injury or damage to personal property.

Failure of Sponsor to complete construction of the Unit and failure of Sponsor to complete items on the Punchlist.

Loss or damage which arises while the Unit is being used primarily for nonresidential purposes.

Loss or damage due to abnormal loading floors by Purchaser which exceeds design loads as mandated by the Building Code.

Costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repair.

Consequential or incidental damages (except where required by law).

Any claim not filed as set forth in this Limited Warranty.

Defects in construction, installation or operation of mechanical equipment, appliances and/or other items covered by warranties assigned to Purchaser.

Damage caused by the misuse, abuse, or interference by Purchaser or anyone other than Sponsor, its employees, agents or subcontractors with Sponsor's original construction and installations.

What Sponsor Will Do in the Event of a Defect Covered by This Limited Warranty.

If a defect occurs in an item covered by this Limited Warranty, about which Sponsor receives notice as set forth in Paragraph 8 of this Limited Warranty, Sponsor will repair, replace, or pay Purchaser the reasonable cost (in Sponsor's sole estimate) of repairing or replacing the defective item(s), within sixty (60) days after Sponsor's inspection or testing discloses the problem, subject to weather conditions, acts of God, availability of materials, and other events beyond Sponsor's control. On a least two (2) days notice from Sponsor, Purchaser must allow Sponsor and/or Sponsor's agents, employees or subcontractors access to the Unit for the purposes of repairing or replacing the defective item(s). The choice among repair, replacement or payment is solely that of Sponsor. In making any repairs or replacements, Sponsor shall have the right to select the method and materials to be used in performing such repairs or replacements.

Sponsor's liability under this Limited Warranty is limited to the Total Liability amount listed on page 1.

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

Before Sponsor commences to repair or replace the defect or to pay Purchaser the reasonable cost of doing so, a full release in recordable form of all legal obligations with respect to the defect must be negotiated between Sponsor and Purchaser, or their respective agents. When Sponsor finishes repairing or replacing the defect, or has paid Purchaser, the release must be delivered by Purchaser to Sponsor.

Step by Step Claims Procedures. Written notice of any warranty claim must be made on the attached "Notice of Warranty Claim Form" and must be received by Sponsor no later than the tenth (10th) day after the expiration of the applicable warranty period. Such notice must be sent by Purchaser to Sponsor at the address listed on page 1 by certified mail, return receipt requested or an overnight delivery service (such as Federal Express). If the Notice of Warranty Claim Form shall not be properly completed and received by Sponsor by that deadline, Sponsor will have no duty to respond to any complaint or demand contained in such form, and any or all claims may be rejected. COMPLETION AND DELIVERY OF SUCH NOTICE OF WARRANTY CLAIM FORM IS NECESSARY TO PROTECT RIGHTS OF WARRANTY PERFORMANCE UNDER THIS LIMITED WARRANTY.

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

In response to the receipt of a Notice of Warranty Claim Form, or any other complaint or request of Purchaser, Sponsor and Sponsor's agents will have the right to inspect and test the portion of the Unit to which the claim, complaint or request relates. Purchaser and the occupants of the Unit must provide reasonable access, to Sponsor and Sponsor's agents during normal business hours, Monday through Friday, to complete inspection, testing and repair or replacement, on at least two (2) days' prior written notice from Sponsor. Failure by Purchaser to provide such access shall invalidate this Limited Warranty with respect to the defect(s) set forth on the Notice of Warranty Claim Form.

Sponsor will complete inspection and testing within a reasonable time under the circumstances after receipt of a timely and properly completed Notice of Warranty Claim Form. Upon completion of inspection and testing, Sponsor will determine whether to accept or reject the claim. If Sponsor rejects the claim, Sponsor will give written notice of that decision to Purchaser at the address shown on the Notice

of Warranty Claim Form. If Sponsor accepts the claim, Sponsor will take corrective action within a reasonable time under the circumstances and, upon completion, will give written notice of completion to Purchaser at the address shown on the Notice of Warranty Claim Form. Sponsor will use good faith efforts to process and handle claims in a timely manner, but all time periods for repair or replacement of defects are subject to weather conditions, acts of God, availability of materials, and other events beyond Sponsor's control.

Legal Actions. No claim under this Limited Warranty may be commenced or asserted against Sponsor in any suit, action or other proceeding unless a properly completed Notice of Warranty Claim Form has been received by Sponsor in the time period set forth in paragraph 8 of this Limited Warranty.

No suit, action and other proceeding against Sponsor under this Limited Warranty may be commenced after the later of more than thirty (30) days after the expiration date of the applicable warranty coverage, or thirty (30) days after Sponsor has given written notice of its rejection of Purchaser's claim with respect to such claim, or thirty (30) days after Sponsor has substantially completed corrective action for a defect with respect to such defect.

Miscellaneous Provisions. To the extent any coverage under this Limited Warranty applies to common elements of the Condominium, such coverage shall be deemed given to the Board of Managers of the Condominium.

This Limited Warranty may not be amended in any way without Sponsor's prior written consent in each instance.

If any provision of this Limited Warranty will not be enforced by an appropriate court, the determination will not affect the enforceability of the remaining provisions.

Use of one gender in this Limited Warranty includes the other gender, and use of the plural includes the singular, as may be appropriate.

This Limited Warranty shall be governed in accordance with the laws of the State of New York.

SIGNATURE PAGE FOLLOWS

SPONSOR:

By: _____

Name:

Title:

PURCHASER:

SECTION B

POWER OF ATTORNEY

CAUTION TO THE PRINCIPAL: Your Power of Attorney is an important document. As the "principal", you give the person whom you choose (your "agent") authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your agent similar authority.

I (We) _____ (the "principals" the owners of the Condominium Unit No: _____ in the Condominium known as the 271 MCDONALD AVENUE CONDOMINIUM and also designated as Tax Lot _____ in Block _____ on the Tax Map of the Real Property Assessment Department of the City of New York located in the County of Kings covering the property in the Borough of Brooklyn, County of Kings, and State of New York, do hereby nominate, constitute and appoint members of the Board of Managers of the 271 MCDONALD AVENUE CONDOMINIUM (as "agent") and their successors, jointly, my true and lawful attorneys-in-fact coupled with an interest and with the power of substitution, in my name and on behalf to acquire, in their own name or in the name of their designees by deed on behalf of all owners of Condominium units in said property, any Condominium Unit together with its Appurtenant Interests, whose owner desires to abandon the same, or which shall be the subject of a foreclosure sale or a deed in lieu of foreclosure sale, at such price and on such terms as my said attorney-in-fact shall, in their sole discretion, deem proper and thereafter convey, sell, lease, sublease, mortgage, vote and otherwise deal in such Condominium Unit so acquired, at such terms as my attorney-in-fact may in their sole discretion determine, granting to my said attorney-in-fact the power to do all things in the said premises which I could do I were personally present.

I (We), (the "Principals") do hereby further irrevocably nominate, constitute and appoint 3127 FT HAMILTON LLC (as "agent") and its successors, my true and lawful attorney-in-fact coupled with an interest in my name and on my behalf to vote at any Unit Owners meeting for, and to file a amendment to the Declaration of the 271 McDonald Avenue Condominium, permitting the certification by a registered architect or professional engineer, certifying that the floor plans filed as part of an Amended Declaration are an accurate copy of the portions of the plans of the building and fully and fairly depict the layout, location, designation and approximate dimensions of the units as built or amending such Declaration to create any utility easements or to carry out any of the provisions of the Offering Plan of such Condominium.

This power of attorney shall be irrevocable and shall be limited to the powers enumerated herein.

In Witness Whereof, I (We) have hereunto signed my (our) name(s) this _____ day of _____, 2020.

Principal

State of New York, County of

ss:

On the day of in the year 2020 before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individuals(s) acted, executed the instrument

Notary Public

IMPORTANT INFORMATION FOR AGENT:

When you accept the authority under this Power of Attorney, a special legal relationship is created between you and the principal. This relationship imposes on you legal responsibilities that continue until you resign or the Power of Attorney is terminated or revoked.

You must:

- (1) Act according to any instructions from the principal, or, where there are no instructions, in the principal's best interest;
 - (2) Avoid conflicts that would impair your ability to act in the principal's best interest;
 - (3) Keep the principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law;
 - (4) Keep a record of all receipts, payments, and transactions conducted for the principal;
- and
- (5) Disclose your identity as an agent whenever you act for the principal by writing or printing the principal's name and signing your own name as "agent" in either of the following manner: (Principal's Name) by (Your Signature) as Agent, or (your signature) as Agent for (Principal's Name).

I/we, _____ have read the foregoing Power of Attorney. I am/we are the person(s) identified therein as agent(s) for the principal named therein.

I/we acknowledge my/our legal responsibilities.

Agent(s) sign(s) here: _____

State of New York, County of ss.:

On the day of in the year 2020 before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individuals(s) acted, executed the instrument

Notary Public

SECTION C

CONDOMINIUM UNIT DEED

THIS INDENTURE, made the day of , between with
offices located at , as Grantor and party of the first
part; and residing at
as Grantee and party of the second part;

WITNESSETH

That the Grantor, in consideration of ten dollars and other valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, and the heirs or successors and assigns of the Grantee, forever:

All that certain plot, piece or parcel of real property with the improvements therein contained, situate, and being a part of a condominium in the City of New York, County of Kings State of New York, known and designated as Unit No. , Tax Lot together with an undivided interest in the common elements of the condominium hereinafter described as the same is defined in the Declaration of Condominium hereinafter referred to:

The real property above described is a Unit shown on the plans of a condominium and filed in the Office of the Registrar of the County of Kings on the day of , as Map defined in the Declaration of Condominiums entitled the 271 McDonald Avenue Condominium made by 3127 Ft Hamilton LLC under Article 9_B of the New York Real Property Law dated , and recorded in the office of the Registrar of the County of Kings on the day of , 2020, Document number , covering the property therein described.

This transaction is made in the regular course of business of the corporation with the unanimous consent of the shareholders.

The area of the Condominium property is described as follows:

ALL that certain piece or parcel of land in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

Bearing and coordinates are in the United States Coast and Geodetic Survey System for the Borough of Brooklyn.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises;

TOGETHER with, and subject to, the rights, obligations, easements restrictions, and other provisions set forth in the Declaration, floor plans and the by-laws of the 271 McDonald Avenue Condominium, as each of the same may have been, and may in the future be, amended from time to time (said by-laws and any amendments thereto are hereinafter collectively referred to as the "By-Laws"), all of which shall constitute covenants running with the land and shall bind any person having at any time any interest of estate in the unit, as though recited and stipulated at full length herein;

TOGETHER, with the benefits, rights, privileges and easements and SUBJECT to the burdens, covenants, restrictions, by-laws, rules, regulations and easements all as set forth in the Condominium Documents;

TOGETHER with and SUBJECT to an easement for the continuance of all encroachments by the unit or any adjoining units or common elements now existing as a result of construction of the building or which may come into existence hereafter as a result of settling or shifting of the building, or as a result of repair or restoration of the building, or of the unit after damage or destruction by fire or other casualty or after taking in condemnation or eminent domain proceedings made by or with the consent of the Board of Managers so that any such encroachments may remain so long as the building shall stand;

TOGETHER with an easement in common with the owners of other units to use any pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other units or elsewhere on the property and servicing the unit;

TOGETHER with and SUBJECT to all easements of necessity in favor of the units or in favor of the other units or common elements;

SUBJECT also to an easement in favor of the other units to use the pipes, wires, ducts, conduits, cables, public utilities lines and other common elements located in the unit or elsewhere on the property and serving such other units;

SUBJECT also to such other liens, agreements, covenants, easements, restrictions, consents and other matters of record as pertain to the premises.

TO HAVE AND TO HOLD the same unto the Grantee, the heirs or successors and assigns of the Grantee forever.

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

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

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

The use for which the home is intended is that of a ONE FAMILY residence, subject to the applicable governmental regulations and the restrictions contained in the Declaration.

BEING part of the same property conveyed by deed dated _____, recorded on _____, in Land Doc number _____, made by _____ to _____.

The word "party" shall be construed as if it reads "parties" whenever the sense of this indenture so requires.

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

3127 Ft Hamilton LLC

By: _____

SECTION D

INTERIM LEASE

AGREEMENT made this _____ day of _____, 20____, between, 3127 Ft Hamilton LLC (hereafter SPONSOR) and _____, (hereinafter PURCHASER);

WITNESSETH:

WHEREAS, SPONSOR is the Sponsor of a condominium of premises located at 271 McDonald Avenue, Brooklyn, New York; and,

WHEREAS, PURCHASER has executed a Purchase Agreement for Unit _____ at said premises; and,

WHEREAS, PURCHASER wishes to occupy said apartment prior to the closing of the transaction;

NOW, THEREFORE, in conformity with the terms and conditions of the Offering Plan filed with the Attorney General of the State of New York, the parties agree as follows:

1. Commencing on the date of the execution of the Purchase Agreement, and terminating as hereinafter specified, PURCHASER shall have the right to use and occupy the aforementioned apartment.
2. PURCHASER shall have the right to occupy the apartment and PURCHASER shall pay a fee for use and occupancy of the apartment of \$_____ per month starting _____, 20____. It is understood that this use and occupancy fee is not rent, and that no landlord-tenant relationship has been created between the parties, and that this agreement is not governed or subject to any rent regulatory laws. If the unit fails to close within 90 days of _____, 20____, the use and occupancy charge shall be increased \$_____ a month unless the unit failed to solely through the fault of the Sponsor.
3. The use and occupancy fee for the month in which closing occurs shall not be adjusted for at closing. No portion of the use and occupancy fee will be applied to the purchase price of the apartment.
4. The terms of the Offering Plan and all related documents in effect as of the date hereof are incorporated in and made a part of this agreement.
5. As of the date of this Agreement, risk of loss to the apartment and its contents fire or other hazard shall be determined pursuant to the terms of the Purchase Agreement for such apartment, as contained in the Offering Plan for the premises in effect as of the date hereof, as if PURCHASER was the owner of such apartment.

The risk of loss or damage to the unit by fire or any other cause until the delivery of the deed is assumed by the SPONSOR, provided that the PURCHASER has not taken possession of the premises, but without any obligation or liability by Sponsor to repair or restore the Unit. If Sponsor elects to repair or restore the Unit, the purchase agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or received 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 repairs 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 respective Boards and other Unit Owners if the declaration has heretofore been recorded, belong entirely to the Sponsor and, if such proceeds are paid to purchaser, purchaser shall promptly upon receipt thereof turn them over to sponsor.

In the event sponsor notifies purchaser that it does not elect to repair or restore 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, the purchase agreement shall be deemed cancelled and of no further force and effect and Sponsor shall return to purchaser all sums deposited by purchaser, together with interest thereon, if any, and neither party shall have any further rights, obligations or liability to or against the other under the purchase agreement or the offering plan, except that if purchaser is then in default under the purchase agreement (beyond any applicable grace period), sponsor shall retain all such sums deposited by purchaser, together with any interest earned thereon, as and for liquidated damages.

The Sponsor will notify the purchaser within thirty days of discovering the damage whether or not the damage from casualty will be repaired.

A person who takes possession prior to closing assumes the risk of loss not covered by insurance.

6. PURCHASER shall pay all utility costs and make any repairs to the apartment for which he would be obligated as owner. SPONSOR will not be responsible for ordinary wear and tear to the apartment during the PURCHASER'S occupancy.

7. PURCHASER may not make any alterations to the apartment without SPONSOR'S written consent.

8. This lease will terminate on the happening of the earliest of the following:

- a. Closing
- b. Rescission of the Purchase Agreement by PURCHASER
- c. Default by PURCHASER

9. Upon a default by PURCHASER or Rescission of the subscription agreement by PURCHASER, which is not cured within 15 days after notice thereof, PURCHASER'S right to occupy the apartment will terminate, and PURCHASER must vacate the

apartment within thirty (30) days after mailing of Notice to Vacate by the SPONSOR. Such notice must be by certified mail, return receipt requested, to the apartment. PURCHASER agrees to pay SPONSOR \$500.00 per day for each day he remains in possession beyond the 30th day following mailing of the Notice to Vacate in conformity with this section. SPONSOR is hereby irrevocably authorized to deduct said per diem sum directly from any amounts being held as a security deposit hereunder, or from any sums being held in escrow pursuant to the contract of sale. Nothing contained herein shall be constructed so as to limit SPONSOR's ability to have PURCHASER evicted from the premises and to pursue any other legal remedy available to SPONSOR; nor shall anything herein be constructed as a waiver by the SPONSOR of his right to retain, as liquidated damages, the down payment deposited upon execution of the Purchase Agreement.

10. Any default under this agreement will be a default under the Purchase Agreement, and any default under the Purchase Agreement will be a default under this agreement. Any such default will terminate PURCHASER'S right to use and occupancy, and will also terminate PURCHASER'S right to purchase the apartment, and may result in loss of the down-payment.

11. This agreement may not be assigned, and may not be changed, except by signed, written instrument. This agreement is the entire agreement between the parties as regards use and occupancy of the apartment pending closing.

12. As of the date hereof PURCHASER confirms that all work required to be done in or about the subject apartment has been completed; and that in all respects PURCHASER agrees to accept the apartment in "as is" condition; subject to the "punch list", if any, attached hereto. As of the date hereof, PURCHASER waives any right whatsoever to cancel the contract, except for material change in the Offering Plan.

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

14. Smoking Policy. The condominium has adopted the following smoking policy in compliance with New York City Local Law 147. Smoking is prohibited in all of the common areas of the condominium. The common areas include but are not limited to the stairways leading to and from the units, the sprinkler room, the outdoor parking areas and the outdoor front of the building to the property line. The unit owners may smoke in their units as well as the outdoor limited common element areas such as terraces and rooftop terraces so long as it does not create a nuisance to the other units. A nuisance shall be defined as infiltration of smoke or smoke odors into the units.

This policy includes electronic cigarettes and other vapor products in addition to the more conventional smoking apparatus.

15. If any term of this agreement differs from the Offering Plan as accepted for filing by the Attorney General of the State of New York, the offering plan shall be controlling.

IN WITNESS WHEREOF, the parties hereunto set their hands this _____ day of _____, 20____.

SPONSOR:

PURCHASER

BY: _____

BY: _____

PURCHASER

BY: _____

STATE OF NEW YORK,
COUNTY OF KINGS SS:

On the _____ day of _____ in the year 20____ before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK,
COUNTY OF KINGS SS:

On the _____ day of _____ in the year 20____ before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK,
COUNTY OF KINGS SS:

On the _____ day of _____ in the year 20____ before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) acted, executed the instrument.

Notary Public

SECTION E

ARCHITECT'S REPORT
THE 271 MCDONALD AVENUE CONDOMINIUM

Prepared By:

DESIGN STUDIO ASSOCIATES
Paul Lombardi, R.A.
527 Court Street Suites C3
Brooklyn, N.Y. 11231
Phone No: 718-569-2112
April 13, 2021



SECTION 20.7: DESCRIPTION OF PROPERTY AND SPECIFICATIONS

(a) LOCATION AND USE OF PROPERTY

(1) Address:

The building will be located at 271 McDonald Avenue in the Windsor Terrace Section of the Borough of Brooklyn, County of Kings, City and State of New York in zip code 11218. Property prior use for Block:5280 and Lot:1 was as a non-occupied vacant lot dating back to approximately 1969 as per Certified Sanborn Map Volume 10A, Sheet 5.

(2) Block and lot number:

The site will be located on Tax Lot number 01 in Tax Block number 5280.

(3) Zoning:

The site is located in an R-5 infill Zone as designated on Map number 22c of the 1961 Zoning Resolution. Block is mapped entirely within an R-5 zoning district. Infill regulations may be used because at least 50% of the area of the block is occupied by zoning lots developed with buildings, and the lot does not exceed 1.5 acres (65,340 sq ft). Lot area measures 0.20 acres (8,855.36 sq.ft.). Block must be less than 4 acres. Area of block measures approx. 3.30 acres (14,3897.70 sq.ft.).

The building conforms to all R5-Infill requirements as per DOB approved drawing sheet Z-002 & Z-004. The building is being constructed as per plans which were filed with and approved by the Brooklyn Office of the N.Y. City Department of Buildings.

The building is not a Quality Housing project. Quality Housing requirements do not apply.

There are no Restrictive Declarations,

(4) Permissible Use:

The Zone permits Residential use as of right. This property and proposed use will comply with all zoning and use requirements at closing.

(b) **STATUS OF CONSTRUCTION**

(1) Year built:

The building is a proposed new building and is currently under construction. The building has been filed and approved under the requirements of the 2014 NYC Building Code.

The estimated date of completion is June 2021.

(2) Class of construction:

The Class of Construction will be III A as described by Table 601 of the 2014 New York City Building Code. The structural support members will consist of non combustible materials with non-combustible bearing walls and shall have a minimum fire protection rating of one hour. Structural floor / ceiling and roof / ceiling assemblies shall be of combustible materials with fire protection with a minimum rating of one hour. Fire-resistance rating for exterior wall assemblies at the North and East facades based on fire separation distance is 3hr fire rated. Latest corresponding DOB specific Schedule A shall be submitted.

(3) Certificate of Occupancy, type and number:

The building is currently under construction and a Certificate of Occupancy for the new building will be issued when the work is completed to the satisfaction of the New York City, Department of Buildings. The Sponsor shall obtain a Certificate of Occupancy prior to the closing of the first unit or at a point in time as specified in the Offering Plan.

(4) Permit numbers and description of work done:

The building is being constructed as per plans which were filed with and approved by the Brooklyn Office of the N.Y. City Department of Buildings. The building plans have been assigned Department of Buildings application number 321692557. A permit number 321692557-01-NB has also been issued by the N.Y. City Department of Buildings for the construction of the new building.

(c) **SITE**

(1) **Size:**

The site is located at the corner formed by the Northerly side of Fort Hamilton Parkway and the Easterly side of McDonald Avenue. The site has a frontage of 99.16' along Fort Hamilton Parkway and a frontage of 126.67' along McDonald Avenue. The site has an area of approximately 8,853.70 square feet.

(2) **Number of buildings and use:**

There will be one building constructed with twelve residential units, parking and accessory uses.

(3) **Streets owned or maintained by the project:**

(i) **Paving (material and condition);**

The streets beyond the lot lines are existing, New York City sidewalks, curbs and roadways. McDonald Avenue is an existing eighty feet (80'-0") wide two-way street. Fort Hamilton Parkway is an existing one hundred feet (100'-0") wide two-way street.

There is an existing concrete sidewalk fronting the property. The existing concrete sidewalk will be replaced with a new concrete sidewalk and curb, as is required for all new buildings, when construction is near completion as directed by the N.Y. City Department of Transportation. The sidewalks providing access to the building(s) shall be free of tripping hazard and ponding. Sidewalks, curb cuts, ramps/aprons shall be ADA compliant. The condominium will be responsible for maintaining the sidewalk in accordance with the requirements of the Authority Having Jurisdiction (AHJ).

(ii) **Curbing (material and condition);**

There is an existing concrete curb fronting the property. The existing concrete curb fronting the property will be replaced with a new concrete curb, as is required for all new buildings, when construction is near completion as directed by the N.Y. City Department of Transportation. Sidewalks, curb cuts, ramps/aprons shall be ADA compliant.

(iii) Catch Basins (location and condition);

The roadway is asphalt paved. The roadway fronting the property will be repaired as directed by the N.Y. City Department of Transportation when construction is near completion. Existing catch basins are located in the roadway to drain the storm water run-off, into the existing New York City Sewer System. The existing catch basins are in good condition and are constructed of concrete with steel grating covers and are located along Fort Hamilton Parkway and McDonald Avenue. The existing catch basins have been installed by the N.Y. City Department of Transportation.

(iv) Street lighting (material, type, location and condition);

The existing street lighting is provided by the City of New York, and consists of vertical metal, stanchions surmounted with mercury arc lamps in metal enclosures. The existing street lights are located, at the sidewalk close to the curb, on both sides of the roadway along Fort Hamilton Parkway and McDonald Avenue. The existing street lighting is in good condition.

(v) Conformity with municipal codes;

The sidewalk paving, curb, catch basins and street lighting will be designed to conform to the standards of the N.Y. City Department of Transportation and the N.Y. City Department of Buildings and Building Code and will be subject to approval and inspection by these agencies. Sidewalks, curb cuts, ramps/aprons shall be ADA compliant.

(4) Drives, sidewalks and ramps:

(i) Paving (material and condition);

There will be new poured, reinforced, concrete driveways at the northerly side yard and the easterly side yard of the property at grade level which will provide access to the parking areas located in the side yard areas of the building.

(ii) Curbing (material and condition);

There will be no curbs on the property. There is an existing concrete curb and concrete curb cuts fronting the property. The existing concrete curb and concrete curb cuts fronting the property will be replaced with new concrete curb and concrete curb cuts, as is required for all new buildings, when construction is near completion as directed by the N.Y. City Department of Transportation.

Sidewalks, curb cuts, ramps/aprons shall be ADA compliant.

(iii) Catch Basins drainage (location and condition);

There will be no catch basins on the property. There will be cast iron area drains at the ground level which will be connected to the building's storm drainage system.

(iv) Street lighting (material, type, location and condition);

There will be no street lighting on the property.

(v) Conformity with municipal codes;

All paving and drainage devices will be designed to conform to the standards of the N.Y. City Department of Buildings and the N.Y. City Building Code and will be subject to approval and inspection by the N.Y. City Department of Buildings. Sidewalks, curb cuts, ramps/aprons shall be ADA compliant.

(d) **UTILITIES**

Water, will be provided by the City of New York, and water consumption will be a common charge.

Natural **Gas**, will be provided by the National Grid Company, for cooking and heating; and each unit will be separately metered and billed directly.

Electricity, will be provided by the Consolidated Edison Company, and each unit will be separately metered and billed directly.

Telephone service, will be provided by the Verizon company, and each unit will be billed directly.

Sanitary waste and some of the **Storm** water run-off will be carried from the building into the existing New York City Sewer System. The rest of the storm water runoff will be dissipated by means of drywells.

The cost of services of the common areas will be the responsibility of the Condominium.

(e) **SUB-SOIL CONDITIONS**

The soil at the bottom of the footings is Class 3b soil, as per a subsurface Test Boring which was performed by Brian E. Flynn, PE, PC, 78-66 79th Place, Glendale, N.Y. 11385. The soil has an allowable bearing capacity of approximately three tons per square foot as per the N.Y. City Building Code. There was no ground water encountered up to thirty-two feet below the normal grade level of the site. There are no land subsidence, expansive soils, hazardous materials, and or Environmental Restriction designations present on the property.

The site is in FEMA Flood Zone X (no screen) which indicates the site is in an "Area of Minimal Flood Hazard" as per FIRM panel # 3604970213F. There is no apparent evidence of the site having flooded in the past 10 years. If so, it shall be noted as a Special Risk to disclose this.

- (1) There is no apparent evidence of uneven foundation movement, settling, cracking, mortar joint decay, etc.
- (2) There is no apparent evidence of moisture, seepage or ground water infiltration.
- (3) There is no apparent danger from flooding due to a water table overflow from other bodies of water. The site and surrounding properties are relatively flat and there is no apparent potential for mudslides or erosion from the surrounding properties. The foundation walls shall be protected with mastic waterproofing at the exterior below grade surfaces. There will also be a 2" rigid continuous perimeter insulation with an R value of 10. There will be gravel and compacted earth fill adjacent to the foundation walls.

(f) **LANDSCAPING AND ENCLOSURES**

- (1) There will be grass cover in the front yard areas of the building. The side yard areas shall be a concrete slab on grade finish. The grass type will be a northeast mix, drought-tolerant seed variety with good disease and insect resistance.
- (2) There will be planting areas at the front yards of the building. Required street trees shall be planted within the planting areas. In addition to such street trees, the planting areas shall be fully planted with grass. The grass type will be a northeast mix, drought-tolerant seed variety with good disease and insect resistance.
- (3) There will be a total of nine (9) trees with a minimum caliper of three inches planted at the sidewalk areas fronting the property as required by the N.Y City Zoning Resolution. The trees shall be of a species to be determined by the N.Y. City Department of Parks. In the event the procurement of the final permanent Certificate of Occupancy falls outside of NYC Parks Department's two approved planting seasons, the Sponsor reserves the right to pay the NYC Parks Department Tree Fund in lieu of each new tree required.
- (4) There will be a new 6'-0" high PVC fence at the perimeter of the property lines at the side yard areas of the site. There is no fence at the front yard.
- (5) There will be no gates at the exterior of the site.
- (6) There will be no garden walls at open yard areas.
- (7) There will be no retaining walls at open yard areas.
- (8) There will be no display pools and fountains on the site.

(g) **BUILDING SIZE**

- (1) The building will be a total height of approximately 30'-0", measured from the adjacent grade to the roof above the third floor.
- (2) There will be no crawl spaces within the building.
- (3) There will be one cellar level below the first floor level of the building with a floor to ceiling height of approximately 8'-4".
- (4) The building will consist of a cellar and three (3) stories. The approximate gross square footages of each floor are as follows:

Cellar Floor	approximately	= 4,493.28 sq. ft.
First Floor	approximately	= 4,457.11 sq. ft.
Second Floor	approximately	= 4,829.10 sq. ft.
Third Floor	approximately	= 4,602.16 sq. ft.
- (5) There will be meter rooms, mechanical rooms, and sprinkler rooms located in the cellar floor level towards the front of the building.
- (6) There will be a masonry parapet, with a minimum height of three feet and six inches above the finished roof level, at the roof above the third floor level of the building.

(h) **STRUCTURAL SYSTEM**

The structural system for the building will be a bearing wall type system and will consist of perimeter, load bearing masonry walls and also an intermediate masonry load bearing walls which will support steel joists.

The foundations will consist of poured, reinforced concrete footings for support of the foundation walls at the cellar floor levels. The foundation walls shall also be of poured, reinforced concrete. The perimeter footings and foundation walls shall have 2.0" semi-rigid insulation with R value of 10 and shall be protected with mastic waterproofing at the exterior below grade surfaces. There will be gravel and compacted earth fill adjacent to the foundation walls. No sub-grade drainage system provided at foundation.

The foundation walls shall be protected with mastic waterproofing at the exterior below grade surfaces. There will be gravel and compacted earth fill adjacent to the foundation walls. A separate SOE application has been filed with and approved by the Brooklyn Office of the New York City Department of Buildings, by a New York State licensed Professional Engineer.

The SOE drawings have been assigned Department of Buildings application number 340672436. A permit number 340672436-01-EW-OT has been issued by the N.Y. City Department of Buildings. Underpinning shall be designed as permanent structural elements and installed and inspected, as required by the New York City Building Code. The interior floor at the cellar floor level shall be a poured, reinforced concrete slab on grade. The cellar floor slab consists of a 4" thick poured concrete slab with 6"x6" 10.10 gauge welded wire mesh over a 6 millimeter vapor barrier and 3" compacted gravel. The interior floor assembly at the upper floors shall be wood finished flooring on plywood sub-flooring on a poured concrete slab on corrugated metal decking, supported by steel joists which will be supported by the masonry bearing walls. The sound insulation between the floors shall be of resilient furring channels, running perpendicular to the floor joists, with a layer of gypsum wall board over. All construction shall comply with reference standard RS 10 of the N.Y. City Building Code.

There will be flat roof areas above parts of the second floor level, above the third floor level and above the stair bulkheads. The finished surfaces of the roof terraces, located at the roof above parts of the second floor level and the third floor level shall consist of 2'x 2'x3/4" stone porcelain pavers supported on a pedestal system on a rubberoid roofing finish as manufactured by Firestone on rigid insulation and exterior grade gypsum boards supported by new galvanized, steel channel joists which in turn will be supported by the bearing walls at the ends.

The structural components of the building have been designed to account for the effects of lateral loads in compliance with the New York City Building Code. Structural Plans have been filed with and approved by the New York City Department of Buildings by a N.Y. State licensed, Professional Architect. The construction class of the building shall be noncombustible Construction Type IIIA as per Table 601 of the 2014 N.Y. City Building Code.

(1) Exterior of buildings:

(i) Walls:

The exterior walls shall consist of load bearing 4 inch brick bonded to 8 inch masonry blocks, 75% solid load bearing masonry walls, over 2" iso-polyisocyanurate continuous insulation (R-11.5) , finished on the inside side with a 2" closed cell spray foam insulation (R-22.5), a minimum 5/8" thick gypsum wallboards on 3 5/8" metal studs. The exterior wall assembly shall have a fire rating of 3hrs. Exterior finish consists of a grey toned brick façade.

The party walls will consist of 8 inch, 75% solid load bearing masonry walls, with 1" semi-rigid mineral fiber insulation (R-10) finished on each side with a minimum 5/8" thick gypsum wallboards on 1 1/2" metal furring channels. The party walls will have a minimum, sound transmission coefficient, STC rating of 56. Wall assembly shall have a fire rating of 2hrs.

The exterior walls at the stair bulkheads shall consist of load bearing 5 5/8" 18 gauge galvanized metal stud walls, with a minimum 3/4" thick three step stucco exterior finish over 1.5 " rigid continuous insulation (R-7.5), finished on the inside side with a 2" closed cell spray foam insulation (R-21), a minimum 5/8" thick gypsum wallboards on 5 5/8" metal studs. The exterior wall assembly shall have a fire rating of 2hrs. The exterior wall composition shall have a thermal performance value in compliance with Chapter 8 of the New York State Energy Conservation Construction Code.

The buildings will be less than six stories in height and therefore does not have to comply with Local Law 11 of 1998 which supersedes Local Law 10.

(ii) Windows:

All windows shall be double-glazed, set in wood framing with a rigid vinyl cladding finish. Windows shall be mainly of the double hung type as manufactured by Andersen. The perimeter of window openings shall be fitted with a latex-based caulking compound at interior and exterior surfaces. Air infiltration rate of windows shall not exceed 0.3 cfm per square foot in compliance with Chapter 8 of the New York State Energy Conservation Construction Code. The thermal break system shall utilize polyamide insulating thermal strips fixed by roll forming between the inside and outside faces of the window extrusions.

The manufacturer guarantees one year, parts and hardware, and five years glazing. Window sills shall be constructed of masonry. Lintels above window openings shall be of steel fabrication. The interior finish of the lintels shall be of gypsum wallboards on steel furring channels at the inside surfaces. There will be no lot line windows. The Sponsor reserves the right to provide windows by different manufacturers, which are equal to or better than noted above.

Windows located at the north & east facades that measure less than 30'-0" from the interior lot line complies with the fire separation requirements for openings as described by Table 705.8 of the 2014 New York City Building Code. An exterior fire separation distance of 5' to less than 10' at the portion of the easterly façade that measures 9'-6" to the lot line, the openings measure approx. 20% and shall not exceed 25%. The exterior fire separation distance of 15' to less than 20' at the easterly façade that measures 15'-0" to the lot line, the openings measure approx. 27% and shall not exceed 75%. The northerly facade has an exterior fire separation distance of 15' to less than 20' at the northerly façade that measures 15'-0" to the lot line perpendicular to McDonald Avenue, openings measure approx. 15% and shall not exceed 75%.

Fire-resistance rating for exterior wall assemblies at the North and East facades based on fire separation distance is 3hr fire rated.

(iii) Landmark status:

The building will not be located in a Landmark area nor will the building be designated Landmark status.

(2) Parapets and copings:

Parapets shall be constructed of load bearing masonry walls with horizontal, steel wire, truss reinforcement with a brick veneer finish at the exterior surfaces. Brick veneer shall be anchored to the load bearing masonry walls with approved type, galvanized steel ties. The parapet walls shall be capped with an aluminum metal coping which shall be anchored to the load bearing walls with non corrosive steel dowels. All exterior metals, including fasteners, shall be corrosion resistant.

(3) Chimney and caps:

There will be vertical, stainless steel, double walled flues, provided, for the direct ventilation of the mechanical room equipment, located in the mechanical rooms at the cellar floor. The flues shall terminate at the roof above the third floor level at a height of no less than three feet from finished roof level. The flues are classified as "medium" temperature and come equipped with aluminum spring loaded back draft dampers. Clean-outs and caps with galvanized mesh bird, weather, and debris protection will also be provided. The flues shall be as manufactured by Amerivent and shall have a B.S.A. approval number (294-56 SM).

The Sponsor reserves the right to provide flues by different manufacturers which are equal to or better than noted above.

(4) Balconies and terraces:

"Balconies and terraces" are not interpreted to include roof areas, unless a proper walking surface is provided, and the space is indicated as an accessory to residential space in the Certificate of Occupancy. A proper walking surface shall be provided at all terraces and balconies and is appropriate for daily foot traffic and use as a terrace. The installation of roof pavers does not void the manufactures roof warrantee.

NYC DOB Schedule "A" indicating rooftop terrace allocation as an accessory use as well as maximum number of persons permitted shall be provided.

Roof terraces located at the roof above the third floor shall be separated by privacy fences with standard 3 foot wide gates, which may be secured by padlock or chain capable of being cut by standard bolt cutters in the event of fire department access. Unit owners cannot place obstacles in fire department access path. Fence, fire department access and roof layout are in compliance with NYC Fire Code Section 504.4.4.

An easement through Units 3A,3B, 3C and 3D for access to roof for HVAC condenser maintenance and inspection purposes shall be incorporated into the offering plan as a Special Risk.

(i) Deck finish:

The finished surfaces of the roof areas, located at the roof above parts of the second floor and the third floor level shall consist of 2'x 2'x 3/4" stone porcelain pavers supported on a pedestal system manufactured by Hanover Architectural Products. The roof area above the stair bulkheads shall be a rubberoid roofing finish as manufactured by Firestone. The roof finish for the terraces are appropriate for daily foot traffic and use as a terrace. The installation of roof pavers does not void the manufactures roof warrantee.

(ii) Balustrade:

There will be no balustrades.

The perimeter of the roof above parts of the second and the third floor shall be protected with a solid masonry parapet wall with a minimum height of three feet and six inches above the finished roof level.

(iii) Railings:

There will be no railings at the roof terrace areas. The perimeter of stair landings at the common stairs to the units located at the second floor shall be protected with aluminum guardrails, with a minimum height of three feet and six inches (3'-6") above the level of the landings. The maximum spacing between the vertical mullions of the railings shall be approximately four inches (4") as required by the N.Y. City Building Code. Railings do not create "ladder effect".

(iv) Copings:

The coping at the parapet walls shall be of aluminum anchored to the masonry wall with non corrosive steel dowels.

(v) Soffits:

There will be no soffits.

(vi) Doors to balconies and terraces (type, material):

Terrace doors at shall be double glazed sliding glass patio doors set in wood framing, with a rigid vinyl clad exterior finish, as manufactured by Andersen. The distance between the finished terrace level and the bottom of the patio doors shall be approximately two (2) inches. Terrace doors shall be equipped with an entry type lockset. All windows and doors shall be insulated glass as per minimum requirement of the New York State Energy Code. Exterior doors come equipped with and will utilize a thermal break system which will further reduce temperature transfer.

(5) Exterior Entrances:

(i) Exterior doors and frames:

There will be five (5) exterior entrance doors; one located at the cellar floor level and four at the first floor level of the building.

The door at the cellar floor level will provide access to the common areas of the building. The other four entrance doors at the first floor level shall provide access to a common hall where the units located at the first floor level can be access and will provide access to stairs leading to the units located at the second and third floor levels.

The exterior doors shall be of solid core decorative wood. Exterior doors come equipped with and will utilize a thermal break system which will further reduce temperature transfer. The entrance doors shall be equipped with an entry type lockset manufactured by Kwikset model # 883351072861 which shall be fitted with an electronic release connected to the intercom system.

Exterior entrances shall be built free of tripping hazards. Exterior entrances shall be ADA compliant with a min width of 3'-0" and to have a perpendicular clear width of 33".

(ii) Vestibule doors and frames:

There will be no entrance vestibule doors.

(iii) Exterior stairs:

There will be one stair at the exterior of the building.

The stair will provide access from grade to the cellar floor level.

The exterior stair shall be of poured, reinforced concrete construction with a non skid concrete finish. There shall be wrought iron handrails provided on both sides of exterior stairs.

The stairwell at the cellar floor level shall be equipped with an area drain connected to the building's storm drainage system at the lowest point.

(iv) Railings:

The perimeter of the stair shall be protected at the perimeter with wrought iron guard rails with a minimum height of three feet, six inches (3'-6") above the finished balcony level. The maximum spacing between vertical mullions of the railings shall be approximately four inches (4") as required by the N.Y. City Building Code. The wrought iron rails will be surface prepared, a rust inhibiting primer applied and then coated with a corrosion resistant finish. All exterior metals, including fasteners, shall be corrosion resistant stainless steel.

(v) Mail boxes:

U.S.P.S. approved type mailboxes will be provided for each residential unit adjacent to each exterior door at the front façade of the building. Mailboxes shall be as manufactured by Auth-Florence Manufacturing. The Sponsor reserves the right to provide mailboxes by a different manufacturer which are equal to or better than noted above.

(vi) Lighting:

There will be wall mounted lighting fixtures provided adjacent to the entrances at the front of the building. Lighting fixtures will also be provided in the side yard areas of the building. The lighting fixture at the main entrances to the units shall be capable of providing an aggregate illumination of one hundred and fifty (150) watts incandescent illumination or its equivalent.

The fixtures at the side yard areas shall be capable of providing an aggregate illumination of sixty (60) watts incandescent illumination or its equivalent. Lights shall be manufactured by Portfolio 3-Light Post Top Lantern (model # FY09-007). Lamping is E12 60W B type bulb. The requirements shall be in compliance with the New York City Housing maintenance Code and Multiple Dwelling Laws. All lighting fixtures shall be installed by N.Y. State licensed electricians and shall comply with the New York City Electrical Code.

(6) Service entrances:

There will be no separate service entrance to the building therefore the following sub sections will not be applicable to this Report:

- (i) Exterior Doors and Frames;
- (ii) Vestibule doors and frames;
- (iii) Exterior Stairs;
- (iv) Railings;

(7) Roof and roof structures:

(i) Types:

There will be flat roof areas, located above parts of the second floor level, the third floor level and above the stair bulkheads of the building. The roof areas shall consist of a waterproof rubberoid type, built-up roofing membrane, as manufactured by Firestone, on rigid insulation and exterior grade plywood subflooring over a reinforced concrete metal deck supported by steel joist rafters. Roof assembly is rated as a "Class A" roof construction. Roof terraces located at the roof above the third floor shall be separated by privacy fences with standard 3 foot wide gates, which may be secured by padlock or chain capable of being cut by standard bolt cutters in the event of fire department access. Unit owners cannot place obstacles in fire department access path. Fence, fire department access and roof layout are in compliance with NYC Fire Code Section 504.4.4.

An easement through Units 3A, 3B, 3C and 3D for access to roof for HVAC condenser maintenance and inspection purposes shall be incorporated into the offering plan as a Special Risk.

(a) Material:

The roof surfaces consist of a rubberoid type, built-up roofing membrane made up of a heat welded, multiple-ply modified Bitumen water proof membrane, as manufactured by Firestone, with a base over Polyisocyanurate insulation, or other manufacturer acceptable insulation consisting of a 4" minimum tapered insulation sloping ¼" per foot to roof drain, onto ½ " plywood subfloor over a reinforced concrete metal deck, supported by steel joist rafters.

(b) Insulation:

Batt insulation, with a minimum R value of 49, shall be provided at the underside of the roof in the space between the metal joists. Rigid insulation at the roof shall be a min of 4" and have an R value of 20. Roof assembly has been designed to comply with the acceptable R values as per Table ECC 402.1.3 of the N.Y. City Energy Conservation Code.

(c) Surface finish:

The roof terrace surfaces shall be 2'x2 x $\frac{3}{4}$ " stone pavers finished with a rubberoid, built-up, roofing membrane as manufactured by Firestone. The roof area above the stair bulkheads shall be finished with a rubberoid type, built-up roofing membrane, as manufactured by Firestone on rigid insulation and exterior grade gypsum wallboards supported by steel joist rafters. The Sponsor reserves the right to provide a roof finish by a different manufacturer which is equal to or better than noted above.

(d) Bond or guarantee:

The expected life span of the roof type is ten (10) years. No bond or guarantee other than the five (5) year warranty on all construction materials and workmanship will be furnished. Warranty is issued by the roofing membrane manufacturer. All repair or replacement costs covered under the guarantee shall be borne by the roofing membrane manufacturer. The guarantee shall be a term type, without deductibles or limitations on coverage amount, and be issued at no additional cost to the Owner. The Commencement date of warranty shall begin at the procurement of the Certificate of Occupancy issued when the work is completed to the satisfaction of the New York City, Department of Buildings. The installation of roof pavers does not void the manufactures roof warrantee. NYC DOB Schedule "A" shall be revised to indicate rooftop terrace allocation as an accessory use to residential space in the final Certificate of Occupancy issued at the completion of the project.

It shall be noted as a Special Risk that any warranty will be voided if a suitable walking surface is not provided.

(e) Flashing materials including counter flashing:

The perimeter of the roof areas at parapet walls shall be fitted with copper fabric flashing and counter flashing.

Penetration of ducts, pipes, skylights, etc. shall be properly flashed and waterproofed with galvanized steel or stainless steel base and cap flashing

(ii) Drains:

(ii)(a) There will be aluminum, through the wall scuppers which will be connected to a vertical, cast iron in wall leaders. The leaders will be connected to the building's storm drainage system. The storm drainage system has been approved by the N.Y. City Department of Environmental Protection, prior to approval of the building plans by the N.Y. City Department of Buildings. Roof drainage design and installation of roof drainage systems shall comply with N.Y. Building Code and the New York City Plumbing Code.

(ii)(b) There will be interior vertical cast iron leaders connected to the storm drainage system at the roof above the second and third floor levels. The runoff from the bulkhead roof areas will then be transported to the roof drains at the roof above the third floor level.

(iii) Skylights:

There will be no skylights.

(iv) Bulkheads:

(iv) (a) Stair material;

Stair bulkheads shall consist of load bearing 5 5/8" 18 gauge galvanized metal stud walls, with a minimum 3/4" thick three step stucco exterior finish over 1.5 " rigid continuous insulation (R-7.5), finished on the inside side with a 2" closed cell spray foam insulation (R-21), a minimum 5/8" thick gypsum wallboards on 5 5/8" metal studs. The exterior wall assembly shall have a fire rating of 2hrs.

(iv) (b) Elevator material;

There will be no elevator bulkheads.

(iv) (c) Other;

There will be no other bulkheads.

(v) Metal work at roof levels:

(v) (a) Exterior metal stairs;

There will be no exterior stairs at the roof area.

(v) (b) Vertical ladders, including gooseneck;

There will be no vertical ladders including gooseneck ladders at the roof area.

(v) (c) Railings;

There will be no railings at the roof area.

(v) (d) Hatches to roof;

There will be no hatches to the roof areas.

(v) (e) Other;

There will be no lightning protection provided or other structures at the roof areas.

(vi) Rooftop Facilities:

The open roof terrace areas at the roof above the third floor level will be limited common elements for the Units located at the third floor levels. FDNY rooftop access is provided in accordance with 2014 NYC FC 504.4.

(8) Fire escapes:

There will be no fire escapes at the exterior of the building as fire escapes are not permitted on new buildings. The following sub sections will not be applicable to this Report:

- (i) Location;
- (ii) Floors covered;
- (iii) Drop ladder;
- (iv) Type;
- (v) Materials;

(9) Yard and courts:

The building will have one front yard area adjacent to McDonald Avenue and one front yard area adjacent to Fort Hamilton Parkway; and two side yard areas.

The front yard area adjacent to Fort Hamilton Parkway will have a depth of approximately 18'-0" measured perpendicular to the front façade of the building and approximately 10'-0" measured perpendicular to the front façade along McDonald Avenue. The side yard area accessible along Fort Hamilton Parkway measures a width of approximately 9'-6" measured perpendicular to the side façade of the building. The side yard area accessible along McDonald Avenue measures a width of approximately 9'-0" measured perpendicular to the side façade of the building.

(i) Paving:

The front yard areas will be of poured concrete and parts shall be of compacted earth and grass covered. The side yard area shall be of poured concrete. Areaways shall be protected by a steel grating and shall be able to support a minimum load of approximately one hundred and sixty pounds per square foot.

(ii) Drainage:

The run-off from the yard areas will be transported via cast iron drains to the existing New York City sewer system. Some of the run-off from the side yard areas will be transported to the drywells located in the front yard adjacent to the Fort Hamilton Parkway facade.

(iii) Railing:

There will be wrought iron railings around the perimeter of the stair landing located in the front yard area adjacent to McDonald Avenue. The maximum spacing between the vertical mullions of the railings shall be approximately four inches (4") as required by the N.Y. City Building Code. The wrought iron rails will be surface prepared, a rust inhibiting primer applied and then coated with a corrosion resistant finish. The finish (coating) on the railing is black powder coated. All exterior metals used including fasteners shall be corrosion resistant stainless steel.

(iv) Stairs:

There will be concrete stairs providing access to the cellar floor level grade in the front yard area adjacent to McDonald Avenue. Exterior stairs and surfaces shall be finished with a nonskid concrete finish

(v) Fencing:

There will be a new 6'-0" high PVC fence at the perimeter of the side yards of the site.

(vi) Walls:

There will be no walls constructed at the yard areas of the property.

(10) Interior stairs:

(i) Number and type:

There will be four common interior scissor type exit stairs, which will provide egress from the second and third floor levels.

The units located at the first and third floor levels will each have an interior accessory stair within the units providing access to the accessory spaces located at the cellar level from the first floor and providing access to the limited common roof terrace from the units on the third floor level.

The accessory stairs within Units 3C & 3D are considered winder stairs and are permitted under the current local law. As per 2014 NYC Building Code 1009.3 Walkline. Winders are not permitted in means of egress stairways except in R-3 occupancies or within dwelling units in Group R-2 occupancies. The current design indicates winder treads as being less than 6" deep at the narrowest point. Winder treads shall have a minimum tread depth of 6 inches (152 mm) at any point as per BC 1009.4.2. Winder stair detail conforming to NYC Building Code 2014 Section 1009.4.2 exception 7 shall be added to the final as-built drawing set. Required dimensions shall be in compliance with the design standards set forth in exception 7. A Special Risk shall be added if winder stairs remain non code compliant and do not meet the requirements of the 2014 building code section 1009.4.2 because the linear minimum clearance width dimension is not provided. As designed, the narrow side of the treads converges to a point. This creates a hazardous condition that might result in falls. There is a possibility that the Department of Buildings may at any time in the future require the reconstruction of these stairs to meet code requirements. The expense of this work will be borne by the unit owner.

Egress via common stair hall for units located at the first floor shall be ADA compliant and have a turning radius min width of 5'-0".

(ii) Enclosure:

The interior stairs leading from the first floor level to the upper floor levels shall be constructed of steel studs with two layers of one hour rated gypsum wallboards on each side for a total 2-hour fire rated assembly. The interior stairs within the units at the cellar and first floor levels and the third floor level shall be open stairs which will be finished with gypsum wallboards at the wall areas adjacent to the stairs.

(iii) Stair construction:

The interior stairs leading from the first floor level to the third floor level shall be constructed of steel pan construction.

The accessory interior stairs providing access to accessory use shall be of wood construction.

(iv) Stringers:

The stringers at the common interior stairs shall be steel channel stringers.

The accessory interior stairs providing access to accessory use shall be of wood construction.

(v) Treads:

The treads at the common interior stairs shall be of poured concrete and finished with tile, or stone.

(vi) Risers:

The risers at the common interior stairs shall be of steel pan construction.

The risers of the accessory interior stairs providing access to accessory use shall be of wood construction.

(vii) Guard rails:

The perimeter of the accessory interior stairs providing access to accessory uses shall be protected with wood guardrails, with a minimum height of three feet and six inches (3'-6") above the level of the landings. The maximum spacing between the vertical mullions of the railings shall be approximately four inches (4") as required by the N.Y. City Building Code. The perimeter of stair landings at the common stairs shall be protected with aluminum guardrails, with a minimum height of three feet and six inches (3'-6") above the level of the landings. The maximum spacing between the vertical mullions of the railings shall be approximately four inches (4") as required by the N.Y. City Building Code. The wrought iron rails will be surface prepared, a rust inhibiting primer applied and then coated with a corrosion resistant finish. The finish (coating) on the railing is black powder coated. All metals used including fasteners shall be corrosion resistant stainless steel.

(viii) Balustrade:

There will be no balustrades at the perimeter of stair landings.

(11) Interior doors and frames:

(i) Unit entrance and interior doors and frames:

Unit entrances will be of hardwood. Frames will be of steel. Each unit door will have a unit number, an interview peephole and shall be equipped with a manual, entry type lockset manufactured by Kwikset model # 883351072861 with a satin nickel finish.

Doors within units shall be of hollow core wood or of another material and do not have to be fire rated. Interior doors will be set in wood or steel frame and shall be equipped with a passage type lockset. Interior doors shall be primed and ready to paint, textured wood grain surface.

(ii) Corridor doors and frames:

Corridor doors and frames, located at the cellar floor level, will be hollow metal, steel covered, fireproof, self closing doors with a minimum of one and one half hour rating and shall be mounted on steel frames.

(iii) Stair hall doors and frames:

Entrance doors for Units 3A, 3B, 3C & 3D are located at the second floor stair hall. The stair hall entrance doors to the units shall be hollow metal, fireproof, self closing doors with a minimum fire rating of one and one half hours. Stair hall doors shall be mounted on metal frames and shall be equipped with a manual, entry type lockset manufactured by Kwikset model # 883351072861 with a satin nickel finish.

(iv) Roof Doors, Cellar Doors and frames:

The roof doors to the stair bulkheads shall be one and one half hour rated fireproof self closing steel doors mounted on a steel frames.

Doors at the cellar floor level providing access to meter rooms, sprinkler rooms and mechanical rooms shall be one and one half hour rated, fireproof self closing steel doors mounted on steel frames.

(12) Elevators:

There will be no elevators in the building. The following sub sections will not be applicable to this Report:

- (i) Number;
- (ii) Manufacturer & capacity;
- (iii) Type of Operation;
- (iv) Automatic (Type of controls);
- (v) Floors served;
- (vi) Type (hydraulic, gearless)
- (vii) Doors (sliding, swinging, manual, automatic);
- (viii) Location of machine rooms;
- (ix) DC motor (manufacturer);
- (x) AC motor generator set (manufacturer);
- (xi) Other;

(13) Elevator cabs:

There will be no elevator cabs in the building. The following sub sections will not be applicable to this Report:

- (i) Kind (manufacturer);
- (ii) Floor (Material);
- (iii) Walls (Material);
- (iv) Ceiling (Material);
- (v) Lighting;
- (vi) Alarm, Safety system;

(i) **AUXILIARY FACILITIES**

Bicycle storage area finishes will consist of concrete flooring with gypsum wallboards for the walls and ceilings. Bicycle storage areas shall accommodate 6 bicycle parking spots. There shall be no additional security provided for bicycle parking.

(1) Laundry rooms:

(i) Location and number of rooms;

There will be one laundry closet provided within each residential unit of each building with hookups for a domestic, stackable electric washer and dryer. The actual laundry equipment will be the responsibility of each unit's occupant. Laundry equipment to be installed shall be U.L. approved or N.Y. City M.E.A. or B.S. and A. approved if necessary.

(ii) Clothes washers;

There will be no clothes washer provided by the Sponsor.

(iii) Clothes dryers;

There will be no dryers provided by the Sponsor.

(iv) Room ventilation;

There will be no mechanical exhaust ventilation provided for the laundry closets. Laundry closet doors do not have louvers for ventilation; doors shall remain open during washer and/or dryer operation.

(v) Dryer ventilation;

There will be a vertical, metal exhaust vent duct provided in each laundry closet for the dryers. Each exhaust vent will terminate at the roof above the third floor.

(2) Refuse disposal:

(i) Incinerators;

There will be no incinerators in the building.

(ii) Compactors;

There will be no garbage compactors in the building

(iii) Approvals by Authority having jurisdiction;

There will be no approvals required. Garbage will be removed by the N.Y. City Department of Sanitation.

(iv) Storage Location;

Refuse disposal will be the responsibility of each individual unit's occupant. There will be garbage cans for temporary storage provided in the front yard area of the building. Each unit's occupants will collect their own garbage and carry it to the garbage cans to be stored. The garbage will then be placed at curbside not earlier than on the night prior to collection date listed below. The New York City Sanitation Department will then collect the garbage on days designated for garbage removal.

(v) Pick-up Schedule;

The schedule for garbage removal at the location of the site is Mondays and Thursdays as per the N.Y. City Department of Sanitation website. All refuse and recycling should be put out on the curb not earlier than the night before the scheduled collection days listed above.

(j) **PLUMBING AND DRAINAGE**

(1) Water supply:

Water will be supplied to the units through connections to the building, from the New York City Water Distribution System. There will be a 4" ductile iron water main conveying the water into the building as per DEP standards. The main shut off valve shall be located in the sprinkler room at the cellar floor level. Each residential unit is to be supplied with cold water from a minimum ½" copper piping. Each residential unit will have its own hot water boiler, located in a mechanical closet within each unit. Hot & Cold water piping shall be insulated with minimum R2 insulation value throughout as per NYECCC 403.4 with a 3/4" thickness.

Backflow preventer, (Reduced Pressure Zone "RPZ") may be required and will be located at the cellar floor towards the front of the building, for back flow prevention of the City water system as required by

The building relies on the normal New York City water pressure for raising the water to the third floor level so that no water tanks are required.

(2) Fire Protection System:

There will be a sprinkler system installed throughout the building.

A separate sprinkler application shall be filed with and approved by the Brooklyn Office of the New York City Department of Buildings, by a New York State licensed, Architect and the required permit secured prior to the installation of the sprinkler system.

(iii) Sprinkler heads (type, location);

Sprinkler heads will be installed throughout the building and will consist of new concealed quick response pendent sprinkler heads, as manufactured by Victaulic model# V3806, with a ½" thread & orifice, 5.6 K-Factor, 135 Degree F., 1" adjustable, with UL Certification # EX5170.

(iv) Siamese connection (type, location);

There will be a 4"x3"x3" NYC Fire Department approved Siamese connection located at the front façade of the building at a minimum of 18" from grade to a maximum of 36" from grade level.

(3) Water storage tank(s) and enclosures:

There will be no water storage tanks at the roof of the building. The following sub sections will not be applicable to this Report:

- (i) Number, type, location;
- (ii) Material (Interior, exterior and roof);
- (iii) Access to tank;
- (iv) Capacity (total gallons);
- (v) Capacity (fire reserve);

(4) Water pressure:

The building relies on normal New York City water pressure for raising water to the third floor level so that no tanks or pumps are required. The water pressure at the site is approximately 50 psi.

(5) Sanitary sewage system:

- (i) Sewage piping (material);

Sewage piping material shall be of extra heavy cast iron.

- (ii) Sewage pump:

There is one (1) sewage pump systems in each building segment for a total of four (4) located in the cellar floor level towards the front of the building. The sump pumps shall be model number **P382LE41** as manufactured by **Liberty Pumps**. Each pump will have a capacity of approximately 3900 G.P.H. against a total dynamic head of 15 feet and will be equipped with a 4/10 HP motor. Pumps come with a 3yr manufacturer issued warranty.

(iii) Sewage disposal;

The sanitary waste will be conveyed to the New York City sewer system via extra heavy cast iron sewer pipes located in the building, which will lead to a house trap of extra heavy cast iron located towards the front of the building fronting McDonald Avenue.

The House trap will convey the sewage to 6" sanitary drains which will then be connected to an existing 24" combined sewer located in the roadway beneath McDonald Avenue.

(6) Permit(s) required:

A permit for the installation of plumbing fixtures shall be obtained from the Department of Buildings prior to the installation of all plumbing work within the building and on the site.

A site connection permit shall be obtained from the Department of Environmental Protection prior to connecting to the existing New York City sewer system.

All plumbing work shall be done by a N.Y. State licensed Plumber.

(7) Storm drainage system:

The onsite, storm drainage system will consist of interior drain pipes, exterior drains and drywells. All area drains and interior drain piping shall be of cast iron.

The run-off from the surface and roof areas will be conveyed partially to the drywells and the existing combined sewer. A new 4" extra heavy, cast iron, horizontal, storm drain will be tied into a new combined 6" site connection to the existing 24" combined sewer, located in the roadway beneath McDonald Avenue.

The storm drainage system has been submitted for approved by the N.Y. City Department of Environmental Protection, prior to approval of the building plans by the N.Y. City Department of Buildings.

(i) Catch basins;

Catch basins are located in the public roadway along McDonald Avenue and have been installed and designed by and to the standards of the N.Y. City Department of Transportation. Catch basins are constructed of concrete with steel grating covers.

(ii) Yard and roof drains;

There will be internal vertical drain pipes located at the roof areas above the second and third floor levels of the building. The roof drains will be connected to the building's storm drainage system.

Area drains will be located in the front and side yard areas and in the open areaways to the rear of the building.

Roof scuppers and internal leaders shall be of cast iron.

(iii) Piping;

Interior vertical drain pipes shall be of cast iron.

(iv) Ejector or sump pumps;

There is one (1) sewage pump systems in each building segment for a total of four (4) located in the cellar floor level towards the front of the building. The sump pumps shall be model number **P382LE41** as manufactured by **Liberty Pumps**. Each pump will have a capacity of approximately 3900 G.P.H. against a total dynamic head of 15 feet and will be equipped with a 4/10 HP motor.

(k) **HEATING**

- (1) Heating and distribution of domestic hot water and whether capable of providing peak required services:

Domestic hot water will be provided for each unit by gas fired domestic hot water heaters located in the boiler rooms at the cellar floor level. The hot water heaters for each unit shall be model number **GCVL-40**, as manufactured by **A.O. SMITH CORPORATION**, with a N.Y. City approval number (**M.E.A. #385-04-E**). Each unit has an input rating of approximately 40,000 B.T.U. per hour and an efficiency rating of approximately eighty (80%) percent, which will be adequate to provide hot water for each unit. The hot water heater units come with a six year manufactures warranty and a two year manufactures warranty for parts.

Heating of each unit shall be provided by gas fired furnaces located in the boiler room at the cellar floor level. Each furnace shall be model number **CGA-25**, as manufactured by **Weil McLain**. Each furnace has a N.Y. City approval number (**M.E.A. #155-00-E**) and will have heating capacity of approximately 52,000 BTUs per hour. Each furnace will operate with an efficiency rating of approximately eighty (80 %) percent. The furnace units come with a six year manufactures warranty and a two year manufactures warranty for parts.

The sponsor reserves the right to provide heater and furnaces by different manufacturers which are equal to or better than noted.

The space heating system will be designed to maintain a minimum inside temperature of 70 degrees Fahrenheit, when the outside temperature is 15 degrees Fahrenheit with a 15 mph wind (in accordance with ASHRAE, 2001 Fundamentals Handbook, Climatic Design Information, Table 1A, for New York City, JFK Airport). Operation & maintenance manuals and the most recent balancing report for the Heating System shall be provided to the condominium management.

- (2) Number of boilers and description:

There will be twelve (12), new, gas fired, hot water boilers provided in the mechanical rooms at the cellar floor level, one for each residential unit.

There will be twelve (12), new, gas fired, furnaces located within the mechanical room at the cellar floor level which will generate the heat energy for the baseboard radiators.

(3) Manufacturer (model, capacity):

The hot water heaters for each unit shall be model number **GCVL-40**, as manufactured by **A.O. SMITH CORPORATION**, with a N.Y. City approval number (**M.E.A. #385-04-E**). Each unit has an input rating of approximately 40,000 B.T.U. per hour and an efficiency rating of approximately 80%, which will be adequate to provide hot water for each unit. The furnaces for each unit shall be model number **CGA-25**, as manufactured by **Weil McLain**. Each furnace has a N.Y. City approval number (**M.E.A. #155-00-E**) and will have heating capacity of approximately 52,000 BTUs per hour. Each furnace will operate with an efficiency rating of approximately 80 %. The sponsor reserves the right to provide heater and furnaces by different manufacturers which are equal to or better than noted.

(4) Manufacturer and age of burners:

Hot water boilers and furnaces shall be equipped with thermostats.

(5) Type of controls:

Combination hot water heater/furnaces shall be equipped with thermostats.

(6) Radiators, piping etc.:

Baseboard radiators shall be fitted with cast iron piping.

(7) Fuel (supply system):

Gas service will be supplied by, the National Grid Company. The gas will be used for domestic cooking and for heating and will be distributed by black iron piping.

(8) Location of oil tank:

There will be no oil tanks in the building.

(9) Capacity of oil tank:

There will be no oil tanks in the building.

(I) **GAS SUPPLY**

(1) Type:

Gas service will be supplied by, the National Grid Delivery Company to each residential unit. The gas will be used for domestic cooking and heating.

(2) Meters:

There will be twelve gas meters provided in the meter room at the cellar floor level.

(3) Piping:

Gas piping throughout the building shall be of black iron and shall be 1" in size.

(m) AIR CONDITIONING

The cooling systems shall be designed to provide sufficient cooling to maintain inside conditions of 78 degrees Fahrenheit and 50% relative humidity when the outside conditions are 88 degrees Fahrenheit dry bulb and 72 degrees wet bulb (in accordance with ASHRAE, 2001 Fundamentals Handbook, Climatic Design Information, Table 1B, for New York City, JFK Airport). Indoor design temperatures will be in accordance with the New York State Energy Conservation Construction Code. All exterior metals, including fasteners, shall be corrosion resistant.

- (1) Type of system,
Cooling of each residential unit shall be provided by the cooling cycle of the Ductless Mini- split H.V.A.C. systems. Cooling of each unit shall be achieved by the wall mounted ductless mini-split air handler units. The HVAC system is controlled using a "Wireless Remote Controller / System Controller" to regulate temperature.
- (2) Central System (manufacturer, model, capacity):
There will be no central system.
- (3) Cooling towers or Condensers (number, location, description):
There will be one condenser for each residential unit for a total of twelve condenser units. Condensers will be wall mounted on the stair bulkheads. The condensing units mounting will utilize vibration isolators and will be designed to comply with the acceptable noise levels as per Section 27-770 of the N.Y. City Building Code. All mounting brackets shall be primed and receive two coats of paint and all roof top piping shall be insulated using a minimum 1" thick Armaflex brand insulation. All exterior metals, including fasteners, shall be corrosion resistant.

The HVAC units come with a ten year manufactures warranty. Warranty coverage begins on date the owner purchases the residence from the builder.

Condensing units will be subject to inspection and signoff by the Department of Buildings prior to a final sign off being issued.

The condenser units shall be:

<u>Model number</u>	<u>Manufacturer</u>	<u>Floor Served</u>	<u>Input capacity</u>	<u># of units</u>
RK09NMVJU	DAIKIN	First Floor	10.2 MBH	4
RK09NMVJU	DAIKIN	Second Floor	10.2 MBH	4
RK09NMVJU	DAIKIN	Third Floor	10.2 MBH	4

Units installed should be U.L. approved or N.Y. City M.E.A. or B.S.A. approved if necessary and shall have a minimum efficiency rating of 80%.

HVAC systems to be installed, shall be designed by a N.Y. State licensed mechanical engineer and shall be filed with and approved by the N.Y. City Department of Buildings, prior to installation.

- (4) Individual units covered by the offer (window / sleeve- number, location, description); There will no air conditioning sleeves provided. Cooling of each unit shall be achieved by the wall mounted ductless mini-split air handler units. There will be one wall mounted air handler unit provided on an interior wall of each bedroom and living room area throughout the units. Each air conditioning handler shall be of aluminum construction and shall be approximately 30" in width, 11" in height and 9" in depth. Air conditioning units installed should be U.L. approved or N.Y. City M.E.A. or B.S.A. approved if necessary and shall have a minimum efficiency rating of 80%.

(n) **VENTILATION**

The spaces that require mechanical ventilation within the units are the interior bathrooms, laundry closets, toilet rooms and kitchens. These spaces within the residential units shall be equipped with vertical ducts with a fan, which terminates to the outside air. The minimum rate of exhaust ventilation shall be 50 cfm for bathroom and laundry areas and 150 cfm for kitchen areas as required by the New York City Building Code. The laundry closets shall also be provided with 50 cfm exhaust ventilation ducts for dryers. Exhaust ventilation has an HVI sound rating of 1.2 sones. Exhaust equipment shall be New York City M.E.A. or B.S.A. approved. There is no cooking, living or sleeping permitted in the cellar area thus ventilation requirements do not apply as per New York City Building Code. There are no fireplaces, garages, crawl spaces or attics. Building plans have been reviewed for ventilation requirements and compliance to all NYC building Code by the NYC DOB.

(o) **ELECTRICAL SYSTEM**

There are no provisions for electricity supply in the event of power outages. There will be no generators provided.

(1) Service from main service switchgear:

The electrical service to the building will be brought in from the terminal point of the Con Edison Company. The service supplied to the building, shall be a 400 Amp, 120 / 208 Volt, single phase, three wire, service.

The electrical service will be transported throughout the building via, new, insulated, three wire cables

(2) Service to individual units:

Service size to Residential Units shall range from circuit breakers or fuses to units and ratings: 80-100 amps, 110 / 220 volt, single phase, service

The electrical service will be transported throughout the apartment via, new, insulated, #2 AWG THHN wire cables.

(3) Compartment switchgear:

The sectional meter boards and transformers supplying power to the meter boards will be located in an electrical meter room at the cellar floor level towards the front of the building.

(4) Unit service:

Each residential unit will be equipped with 100 Amp fuses and circuit breakers.

The electrical system will be adequate to handle modern usage and appliances such as air conditioners, dishwashers and electric dryers.

Arc Fault Circuit Interrupter receptacles and Ground Fault Circuit Interrupter receptacles will be provided; Tamper Resistant receptacles will be provided in child play areas; Water Resistant receptacles will be provided in exterior areas;

(5) Adequacy:

(i) Service;

There will be approximately six circuits with circuit breakers provided for each unit. The circuits will have the capacity to handle modern appliances such as air conditioners, dishwashers and electric dryers. Water resistant receptacles for exterior use are provided.

(ii) Lighting and fixtures;

There shall be at least one centrally located, overhead, incandescent, lighting fixture, provided in each bedroom, living room, kitchen and bathroom within each residential unit. There shall also be an overhead fixture provided in hallways within the units. Each lighting fixture shall be capable of providing at least 60 watts of incandescent illumination. Bedroom shall be manufactured by Portfolio 2 Lights with two 60 watt medium base bulbs.

Bedroom lights have a bronze finish and are ceiling flush mounted (model # LCO463RB). Living rooms, kitchens and bathroom lights shall be manufactured by Nora Lighting 4" Low-Voltage Recessed Lighting Housing - NL-401-SERIES. Lamping is MR16 quartz halogen illumination. Hallway lights shall be manufactured by Lightolier (model# 1101F2642US). Lamping is 60W A19 bulb. Lighting fixtures and electrical outlets; shall be installed by a licensed Electrician, and shall be in compliance with the N.Y. City Electrical Code and the N.Y. City Building Code.

(iii) Convenience outlets, appliance outlets;

There will be convenience outlets and appliance outlets provided in each bedroom, living room, kitchen, bathroom, toilet room etc. within each unit.

There are no designated children play areas so Tamper-Resistant receptacles will not be provided by the sponsor. Unit owners may install Tamper-Resistant receptacles at their own expense

Convenience outlets and appliance outlets shall be installed by a licensed Electrician and shall be in compliance with the N.Y. City Electrical Code and the N.Y. City Building Code.

(p) **INTERCOMMUNICATION AND/OR DOOR SIGNAL SYSTEMS, SECURITY CLOSED CIRCUIT TV**

Each unit will be equipped with an intercom at the entrance, which will permit voice contact between the inside of the unit and the exterior. The intercom at the main entrances shall be Model BE-D5S and within each unit shall be Model # BE-V5-7RW, as manufacture by BEC AUDIO.

The building will be wired for Verizon FIOS and Cable. Each unit's owner will be responsible for securing their own cable service provider at their own cost.

The Sponsor reserves the right to provide equipment which is equal to or better than noted above.

(q) **PUBLIC AREA LIGHTING**

Lighting fixtures will be provided in public stairways and hallways. Fixtures shall be capable of at least ten (10) watts per twenty five (25) square feet of floor area. Each lighting fixtures shall be provided with one or more lights, of a total of not less than sixty (60) watts. In addition, lighting fixtures shall be provided at the front entrances, providing an aggregate illumination of one hundred and fifty (150) watts incandescent illumination or its equivalent. There shall also be provided, in the yard areas to the front and side, at least one light, each of at least forty (40) watts incandescent illumination.

The public area lighting will be adequate and shall be in compliance with the New York City Housing Maintenance Code and Multiple Dwelling Laws.

All lighting fixtures shall be installed by a N.Y. State licensed Electrician and shall comply with the New York City Electrical Code.

Public area lighting shall be:

<u>Location</u>	<u>Manufacturer</u>	<u>Model number</u>	<u>Internet #</u>
Entry Pendant	Monteaux Lighting	DC-C591001A	206714589
Common Hall	Progress Lighting	P3511-20	205805087
Exterior Front	Minka Lavery	73063-246	206060686
Exterior Side	Feiss Industrial Modern	OLPL7000ORB	205321291

The public area lighting will be adequate and shall be in compliance with the New York City Housing Maintenance Code and Multiple Dwelling Laws.

All lighting fixtures shall be installed by a N.Y. State licensed Electrician and shall comply with the New York City Electrical Code.

(r) **GARAGES AND PARKING AREAS**

(1) Location of garages:

There will be no garages.

(2) Location of parking areas:

There will be three open parking areas, one at the front yard and one at the side yard accessible and adjacent to Fort Hamilton Parkway and the other at the side yard adjacent to and accessible from McDonald Avenue.

There will be three (3) open parking spaces at the front yard area adjacent to Fort Hamilton Avenue, three (3) open parking spaces at the side yard accessible from Fort Hamilton Parkway, and two (2) open parking spaces at the side yard accessible from McDonald Avenue for a total of eight (8) open parking spaces. One of the parking spaces located in the front yard area is a designated ADA Parking Space.

Parking spaces measure approximately 8'-6" x 18'-0".

The parking layout in the rear yard is adequate to permit convenient access and maneuvering in accordance with regulations promulgated by the N.Y. City Department of Buildings. A Driveway declaration has been created to provide a permanent access area that shall be used to permit and enable present and future owners of the open parking spaces access for the purpose of ingress and egress to and from Fort Hamilton Parkway to the rear of the property for motor vehicle use and Fire Dept access. The Access area shall at all times be maintained and kept clear and unobstructed. This declaration shall be recorded at the City Register's Office against all affected parcels of land and the cross-reference number and title of the declaration shall be recorded on each temporary and permanent certificate of occupancy.

The parking spaces are for the use of the owner occupants, exclusively.

(3) Surfaces:

The parking spaces shall be of poured, reinforced concrete on gravel and compact fill.

(4) Parking:

The parking will not be attended.

- (5) Garage ventilation:
There will be no garage hence no ventilation required.
- (6) Garage fire protection:
There will be no garage hence no fire protection required.
- (7) Drainage:
Parking areas will be equipped with three (3) cast iron area drains which will be connected to concrete drywells which will be part of the building's storm drainage system.

(s) SWIMMING POOL(S)

There will be no swimming pools in or at the exterior of the building. The following sections will not be applicable to this Report:

- (1) Type (concrete, material composition) and Location;
- (2) Size (length, width, depth, capacity);
- (3) Enclosure (material including roof);
- (4) Pumping and filter system;
- (5) Water heating equipment;
- (6) Structural support system (roof location);

(t) TENNIS COURTS, PLAYGROUNDS AND RECREATION FACILITIES

There will be no tennis courts playgrounds or recreational facilities in or at the exterior of the building. The following sections will not be applicable to this Report:

- (1) Tennis Courts:
 - (i) Type (clay, macadam, turf);
 - (ii) Number and Size;
 - (iii) Lighting (number and type);
 - (iv) Fencing and enclosure;
- (2) Playgrounds (size and location);
- (3) Other Recreation facilities;

(u) **PERMITS AND CERTIFICATES**

All required permits and sign-offs required and Certificate of Occupancy are to be obtained by the Sponsor.

The following permits will be obtained by the Sponsor:

PERMIT TYPE	AGENCY
Demolition	Department of Buildings
Underpinning	Department of Buildings
Fence	Department of Building
General Construction	Department of Buildings
Plumbing	Department of Buildings
Electrical	Department of Buildings
Mechanical/HVAC	Department of Buildings
Site Connection	Department of Environmental Protection
Builders Pavement (Construct new sidewalk)	Department of Transportation

Permits issued by the New York City, Department of Buildings are valid for a minimum of one year from the date of issue or on the expiration date of the contractor's insurance policy whichever comes first. All work types for permits issued by the Department of Buildings are subject to inspection and signoff by the Department of Buildings prior to the issuance of a Certificate of Occupancy.

Site connection permits will be valid for two years from the date of issue.

All permits issued by the New York City Department of Transportation expire on December 31st of each year and are required to be renewed.

The following is a list of all recurring inspections to be done after the building is in operation:

- Boiler inspection - to be conducted annually
- Fire Alarm inspection - to be conducted bi-annually
- Sprinkler inspection - to be conducted annually
- Backflow Valve inspection - to be conducted annually
- As per NFPA 80 - 5.2 Inspections: Fire door assemblies shall be inspected and tested not less than annually, and a written record of the inspection shall be signed and kept for inspection by the AHJ.

(v) **VIOLATIONS**

There are currently two (2) open ECB violations listed as per the N.Y. City Department of Buildings Information System website. The violations have been issued by the NYC DOB and will be corrected by the Sponsor's contractor prior to the completion of the building. A final Certificate of Occupancy will not be issued until all violations are corrected.

(w) **UNIT INFORMATION**

The building will have a total of twelve (12) residential units, and eight (8) open parking spaces. The residential units will be located at the first through third floor levels. Part of the cellar floor level will be used in conjunction with the units located at the first floor level. Cellar floor to ceiling height will be approximately 8'-4". First, second and third floor to ceiling heights will be approximately 8'-10".

Units P1 through P8 will each consist of:

One open parking space;

Units 1A, 1B and 1C will each consist of:

Two (2) bedrooms, two and one half (2 1/2) bathrooms, living / dining room, kitchen, pantry, laundry and accessory space;

Unit 1D will consist of:

One (1) bedroom, one and one half (1 1/2) bathrooms, living / dining room, kitchen, laundry and accessory space;

Unit 2A and 3A will each consist of:

Three (3) bedrooms, two (2) bathrooms, living / dining room, kitchen, pantry, and laundry closet;

Unit 2B, 2C, 3B and 3C will each consist of:

Two (2) bedrooms, two (2) bathrooms, living / dining room, kitchen, pantry, and laundry closet;

Units 2D and 3D will each consist of:

One (1) bedroom, one (1) bathroom, living / dining room, kitchen, laundry closet;

UNIT SIZES:

The dimensions indicated are approximate and are located: horizontally approximately to the outside face of the masonry work at the exterior walls of the building and approximately to the unit side of the walls and partitions (dividing the units from corridors, stairs and mechanical spaces). Dimensions shall be to the centerline when a partition divides two units.

The approximate square footages for each unit are as follows:

<u>Unit P1</u>	Grade	= 153.00 sq. ft.
<u>Unit P2</u>	Grade	= 153.00 sq. ft.
<u>Unit P3</u>	Grade	= 153.00 sq. ft.
<u>Unit P4</u>	Grade	= 153.00 sq. ft.
<u>Unit P5</u>	Grade	= 153.00 sq. ft.
<u>Unit P6</u>	Grade	= 153.00 sq. ft.
<u>Unit P7</u>	Grade	= 153.00 sq. ft.
<u>Unit P8</u>	Grade	= 153.00 sq. ft.
<u>Unit 1A</u>	Cellar Floor	= 935.60 sq. ft.
	First Floor	= <u>1,222.54</u> sq. ft. 2,158.14sq. ft.
<u>Unit 1B</u>	Cellar Floor	= 945.10 sq. ft.
	First Floor	= <u>1,088.42</u> sq. ft. 2,033.52sq. ft.
<u>Unit 1C</u>	Cellar Floor	= 1,010.00 sq. ft.
	First Floor	= <u>1,176.68</u> sq. ft. 2,186.68 sq. ft.
<u>Unit 1D</u>	Cellar Floor	= 600.24 sq. ft.
	First Floor	= <u>680.66</u> sq. ft. 1,280.90 sq. ft.
<u>Unit 2A</u>	Second Floor	= 1,432.59sq. ft.
<u>Unit 2B</u>	Second Floor	= 1,095.38 sq. ft.
<u>Unit 2C</u>	Second Floor	= 1,669.89 sq. ft.
<u>Unit 2D</u>	Second Floor	= 663.56 sq. ft.

<u>Unit 3A</u>	Second Floor	=	55.25 sq. ft.
	Third Floor	=	1,467.77 sq. ft.
	Roof	=	<u>74.94</u> sq. ft.
			1,597.96 sq. ft.

<u>Unit 3B</u>	Second Floor	=	53.33 sq. ft.
	Third Floor	=	1,143.96 sq. ft.
	Roof	=	<u>70.44</u> sq. ft.
			1,267.73 sq. ft.

<u>Unit 3C</u>	Second Floor	=	52.10 sq. ft.
	Third Floor	=	1,217.77 sq. ft.
	Roof	=	<u>72.83</u> sq. ft.
			1,342.70 sq. ft.

<u>Unit 3D</u>	Second Floor	=	49.84 sq. ft.
	Third Floor	=	772.63 sq. ft.
	Roof	=	<u>79.92</u> sq. ft.
			902.39 sq. ft.

(1) **UNIT FINISHES:**

The units will be finished as described herein.

The finished floor of the living/ dining, accessory space in the cellar and bedroom areas of the residential units shall be a hardwood finished floor of ¾" thick x 2 ¼" wide select grade, hardwood, oak strips on ¾"plywood subflooring. The Sponsor reserves the right to provide hardwood flooring of a different species or grade which is equal to or better than noted above. Thereafter unit owners may finish carpeting or another material of their own choice and at their own expense.

The walls and ceilings of residential units shall be of gypsum wallboard. When finished the walls and ceilings shall be primed and painted. Thereafter the unit owners may decorate by finishing with paint, wallpaper, paneling, etc. of their own choice.

Residential kitchens shall have either a ceramic tile or hardwood finished flooring and gypsum wallboard walls and ceilings. When finished the walls and ceilings shall be primed and painted.

Full, residential bathrooms shall be equipped with a washbasin, medicine cabinet, water closet and a combination bathtub/shower. Bathrooms shall have ceramic tile floors. Tile around the bathtubs and showers shall extend to the ceiling. All other bathroom walls shall be of tile and moisture resistant, gypsum wallboard.

When completed, the following interior finishes will be installed.

	<u>Location</u>	<u>Floors</u>	<u>Base</u>	<u>Walls</u>	<u>Ceilings</u>
1.	Living/Dining Room	Wood	Wood	G.W.B. Painted	G.W.B. Painted
2.	Bedroom	Wood	Wood	G.W.B. Painted	G.W.B. Painted
3.	Kitchen	Ceramic Tile	Tile	G.W.B. Painted	G.W.B. Painted
4.	Bathroom	Ceramic Tile	Ceramic Tile	Tile/G.W.B. Painted	G.W.B. Painted
5.	Laundry Closet	Ceramic Tile	Ceramic Tile	G.W.B. Painted	G.W.B. Painted
6.	Pantry	Ceramic Tile	Ceramic Tile	G.W.B. Painted	G.W.B. Painted
7.	Accessory Storage	Wood	Wood	G.W.B. Painted	G.W.B. Painted

Note:

G.W.B : Denotes Gypsum Wallboard

Mas. : Denotes Masonry

(2) **BATHROOM FIXTURE SCHEDULE:**

- A. Water Closets: shall be of vitreous china and shall be floor mounted and equipped with siphon flushing action. Water closets are also to be equipped with vacuum breakers and shall meet water saving performance standards as per New York City Local Law 29/89.
Water closets shall be model number 21-702 as manufactured by Gerber.
- B. Countertop lavatory: shall be of vitreous china with faucet; set in a plastic laminate finished, particle board vanity countertop.
Lavatories shall be model number K2916 as manufactured by Kohler, with Gerber faucet and trim.
- C. Bathtubs: shall be of enameled exterior, with flow outlet, and shower head and trim.
Bathtubs shall be Americast model number 2390 as manufactured by American Standard.
The Sponsor reserves the right to provide fixtures by different manufacturers which are equal to or better than noted above.

(3) **KITCHEN EQUIPMENT SCHEDULE:**

The kitchen areas will generally be provided with the following fixtures, appliances, and equipment:

1. 3/4" thick plywood, wall and base cabinets and 1 1/4" quartz countertops.
2. One stainless steel sink, model # 400 as manufactured by Crane, with faucets by delta.
3. One, five burner gas range, model # HGIP056UC as manufactured by Bosch.
4. One refrigerator, model number B30BB930SS as manufactured by Bosch
5. Dishwasher by Bosch, model # SHP878ZD5N.

Note:

Additional kitchen appliances and fixtures including additional gas ranges will be the responsibility of the unit owners.

The sponsor reserves the right to provide fixtures by different manufacturers, which are equal to or better than noted above.

(x) **FINISH SCHEDULE (SPACES OTHER THAN UNITS)**

	<u>Location</u>	<u>Floors</u>	<u>Base</u>	<u>Walls</u>	<u>Ceilings</u>
1.	Mechanical Room	Concrete	Mas./G.W.B.	Mas./ G.W.B.	G.W.B. Painted
3.	Meter & Sprinkler Rm	Concrete	Mas./G.W.B.	Mas./G.W.B.	G.W.B. Painted

Note:

G.W.B. : Denotes Gypsum Wallboard

Mas. : Denotes Masonry

(y) **SAFETY AND WARNING DEVICES**

There will be a hardwired, combined smoke and carbon monoxide detector provided in each residential unit at a maximum distance of fifteen feet from any bedroom door within the unit and also within each bedroom of the unit as required by the N.Y. City Building Code. The combined smoke and carbon monoxide detectors come equipped with a battery backup. Each Unit owner shall be responsible to keep and maintain the detectors in good repair and to replace any detectors which have been removed, found missing or rendered inoperable. Sponsor makes no representation whether Unit Owners will comply with the foregoing obligations. The smoke and carbon monoxide detectors and sprinklers are the fire and smoke safety devices required by the N.Y. City Building Code. All required safety devices shall be installed and are subject to inspection by the N.Y. City Department of Buildings.

(z) **ADDITIONAL INFORMATION REQUIRED**

All drywall materials used in this condominium do not contain "Sulfide". It is to be stated as a Particular Concern that such drywall materials are known to emit a sulfurous odor when heated, are corrosive to copper plumbing and electrical wiring; and are conducive to Sick Building Syndrome.

The following documents shall be transmitted to the condo management upon transfer of control, as applicable:

- Final as-built drawings
- Operation & maintenance manuals for mechanical equipment
- Electronic system manual
- Equipment warranties
- Manufacturer's roof warranty
- Major equipment start-up sheets & control system as-built
- Original test & balance report for HVAC system

ADDITIONAL INFORMATION:

To the best of my knowledge, belief and professional judgment these plans and specifications are in compliance with the 2016 Energy Conservation Construction Code of New York State, using Chapter E5.

ADDITIONAL INFORMATION:

Legend added to plan drawings to indicate individual units, limited common areas and common areas in hatch (shading).

§ 20.7 (bb) Further development.

No further development is proposed.

If the sponsor intends to add additional units to the building, either above the existing roof, outside the existing building development, or by altering space within the building, it must make disclosure about the new units to conform to 13 NYCRR Section 20.7.

SECTION F

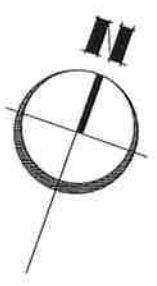
PLOT PLAN

THE 271 MCDONALD AVENUE CONDOMINIUM
 271 MCDONALD AVENUE, BROOKLYN, N.Y.

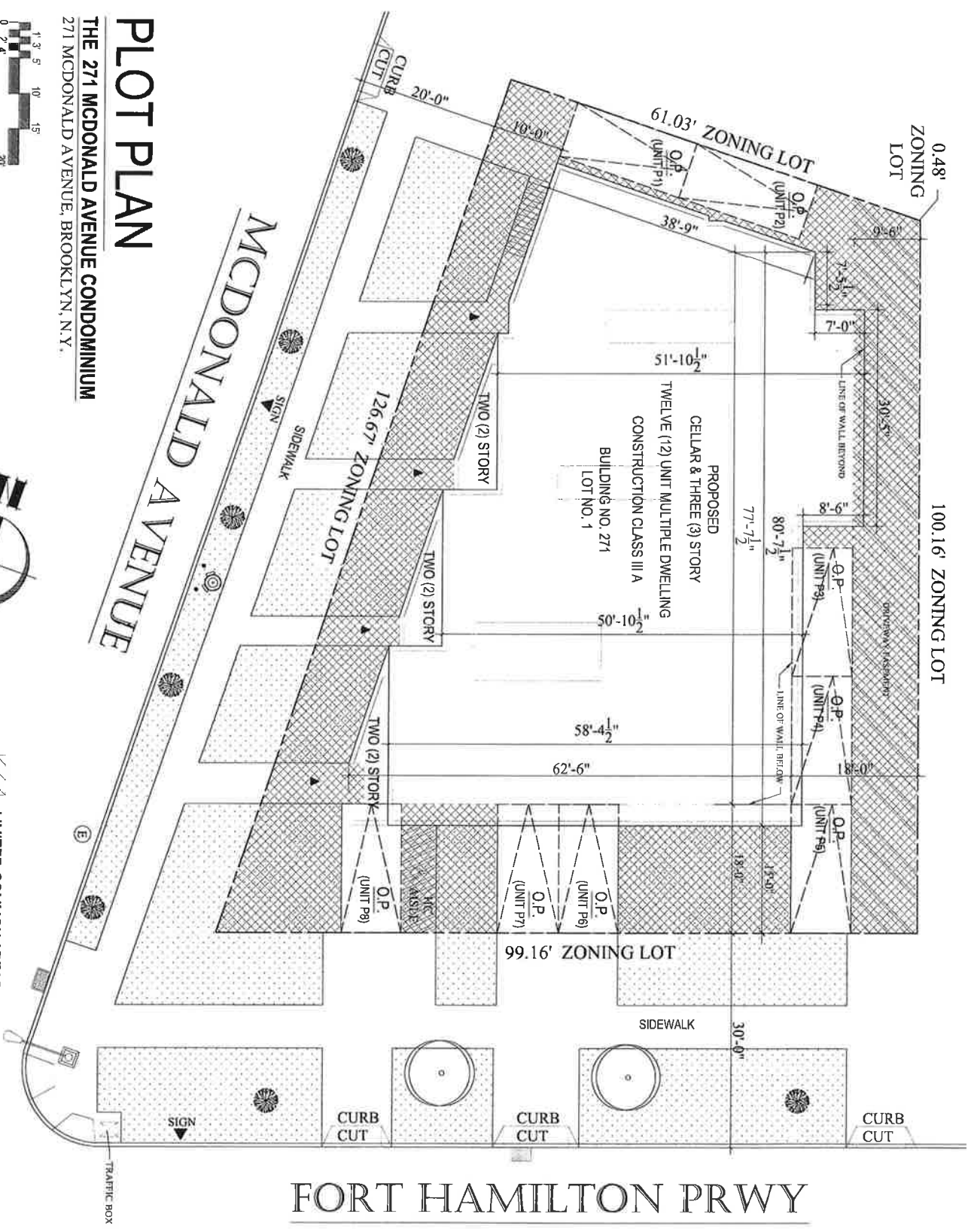


BLOCK : 5280
 LOT : 1

O.P. : DENOTES OPEN PARKING SPACE APPROXIMATELY 8'-0" X 18'-0"



- LIMITED COMMON AREAS
 - COMMON AREAS
 DATE : 01-20-20
 DRAWN BY : DESIGN STUDIO ASSOCIATES



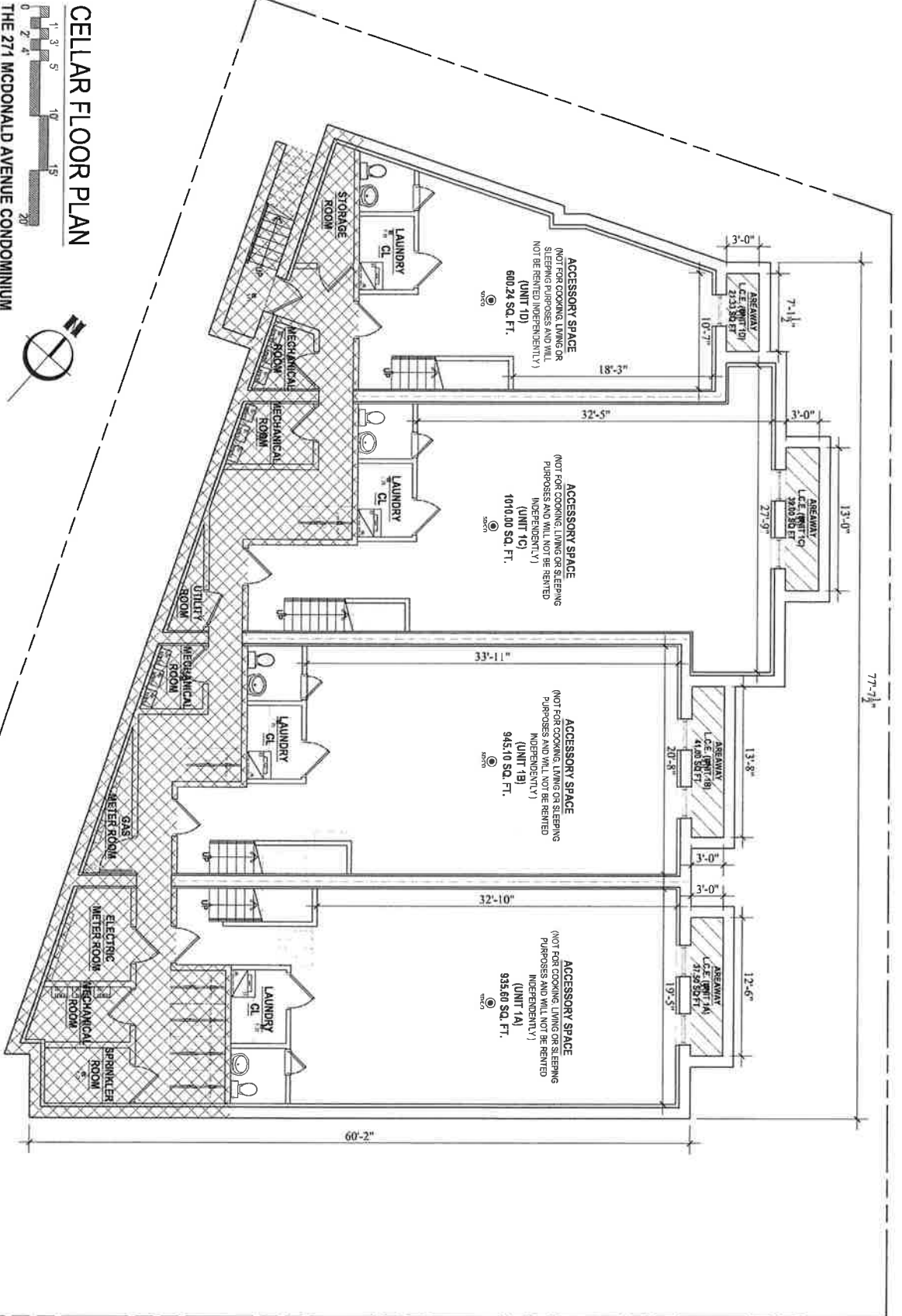
FORT HAMILTON PRWY

CELLAR FLOOR PLAN

THE 271 MCDONALD AVENUE CONDOMINIUM
271 MCDONALD AVENUE, BROOKLYN, N.Y.

DATE : 01-20-21
DRAWN BY : DESIGN STUDIO ASSOCIATES
NOTE :
ACCESSORY STORAGE SPACE IN THE CELLAR SHALL NOT BE USED AS LIVING ROOMS OR FOR SLEEPING PURPOSE OR RENTED INDEPENDENTLY OF THE DWELLING UNIT ABOVE
NOTE : FLOOR PLAN SHALL INCLUDE ROOM OR SPACE DESIGNATIONS THAT CONFORM TO THOSE ON APPROVED DOCUMENTS OR APPLICABLE BUILDING CODE DESIGNATIONS.

- LIMITED COMMON AREAS
- COMMON AREAS



FIRST FLOOR PLAN

THE 271 MCDONALD AVENUE CONDOMINIUM
271 MCDONALD AVENUE, BROOKLYN, N.Y.

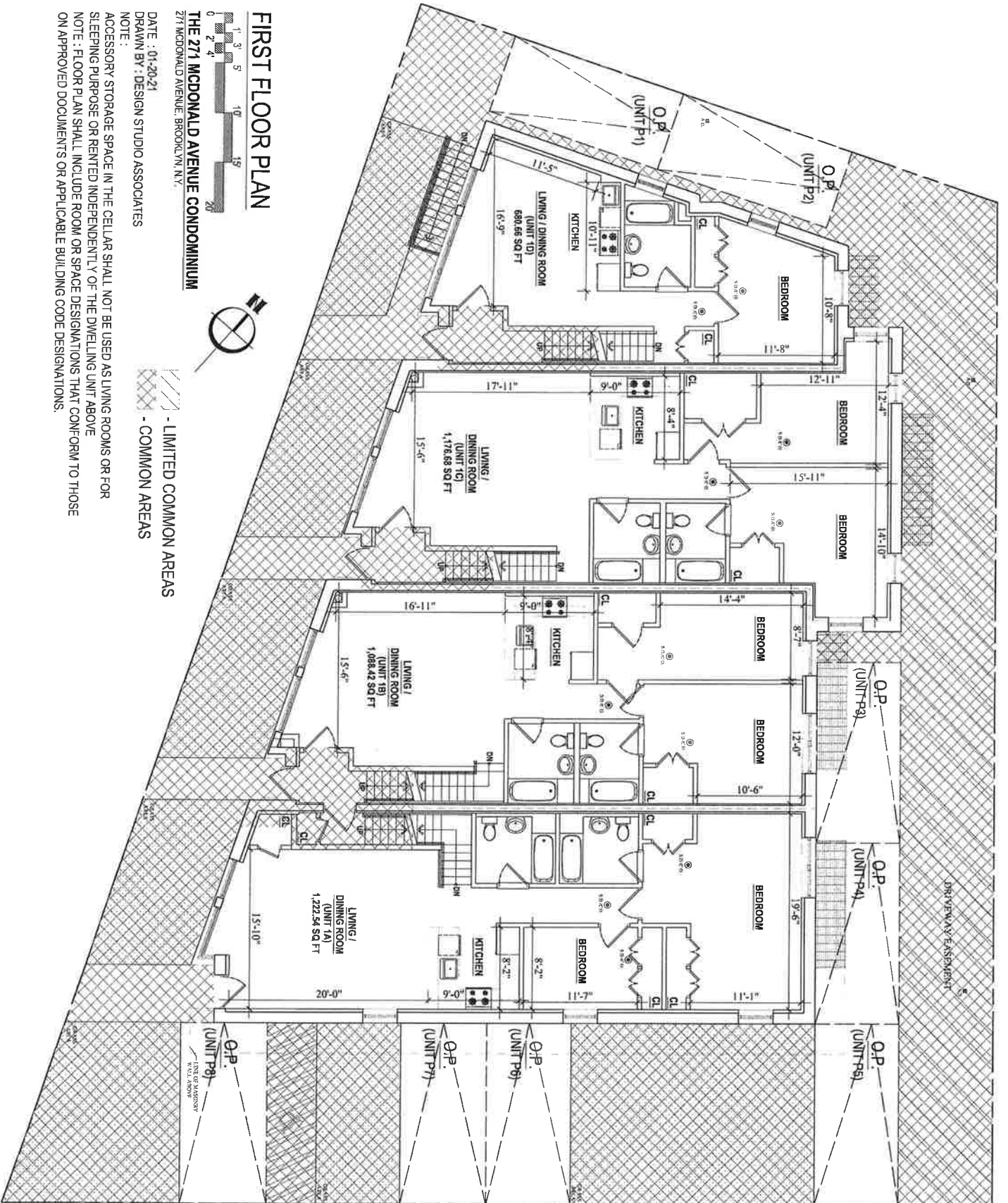
DATE: 01-20-21

DRAWN BY: DESIGN STUDIO ASSOCIATES

NOTE:

ACCESSORY STORAGE SPACE IN THE CELLAR SHALL NOT BE USED AS LIVING ROOMS OR FOR SLEEPING PURPOSE OR RENTED INDEPENDENTLY OF THE DWELLING UNIT ABOVE
NOTE: FLOOR PLAN SHALL INCLUDE ROOM OR SPACE DESIGNATIONS THAT CONFORM TO THOSE ON APPROVED DOCUMENTS OR APPLICABLE BUILDING CODE DESIGNATIONS.

- LIMITED COMMON AREAS
- COMMON AREAS



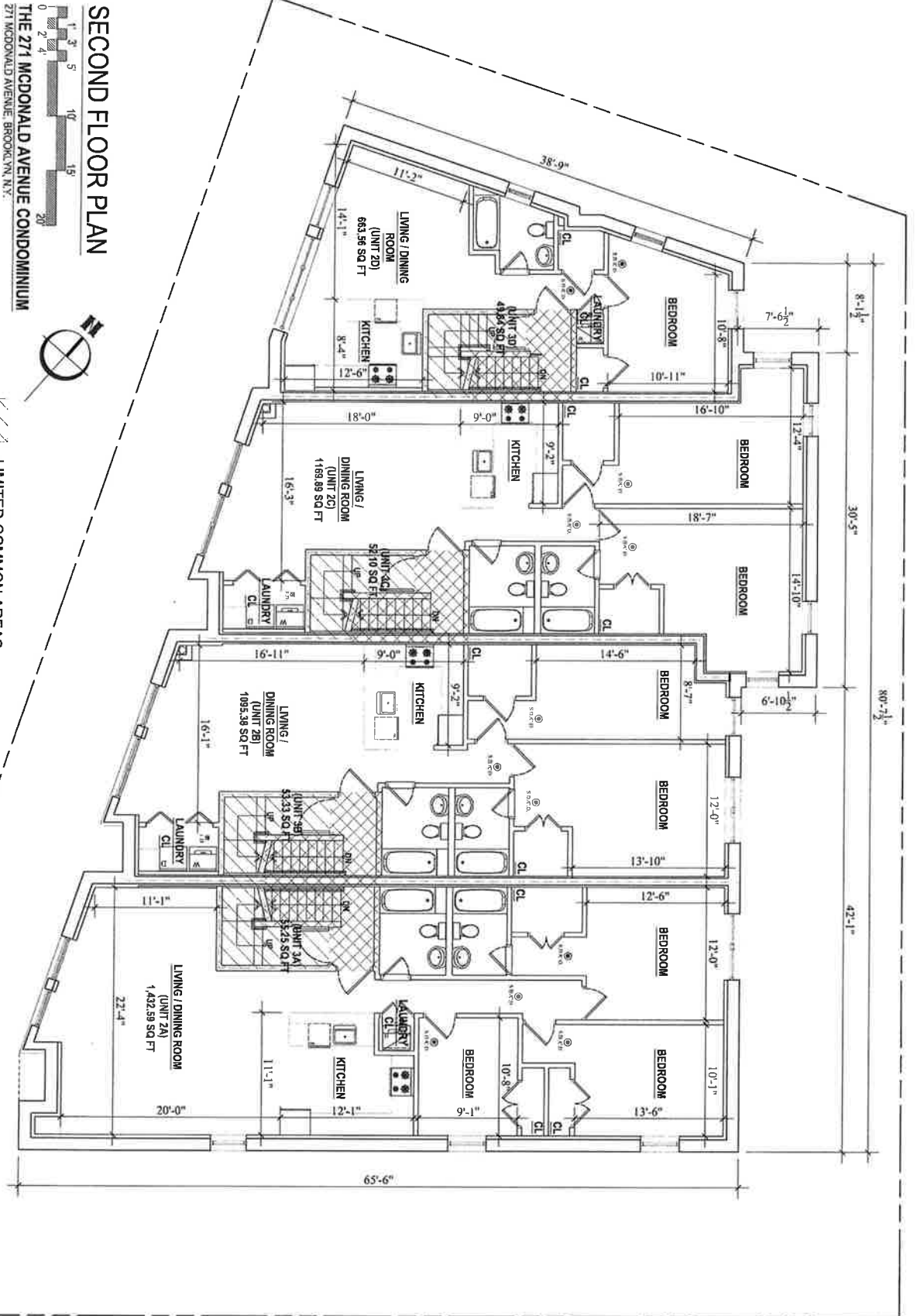
SECOND FLOOR PLAN

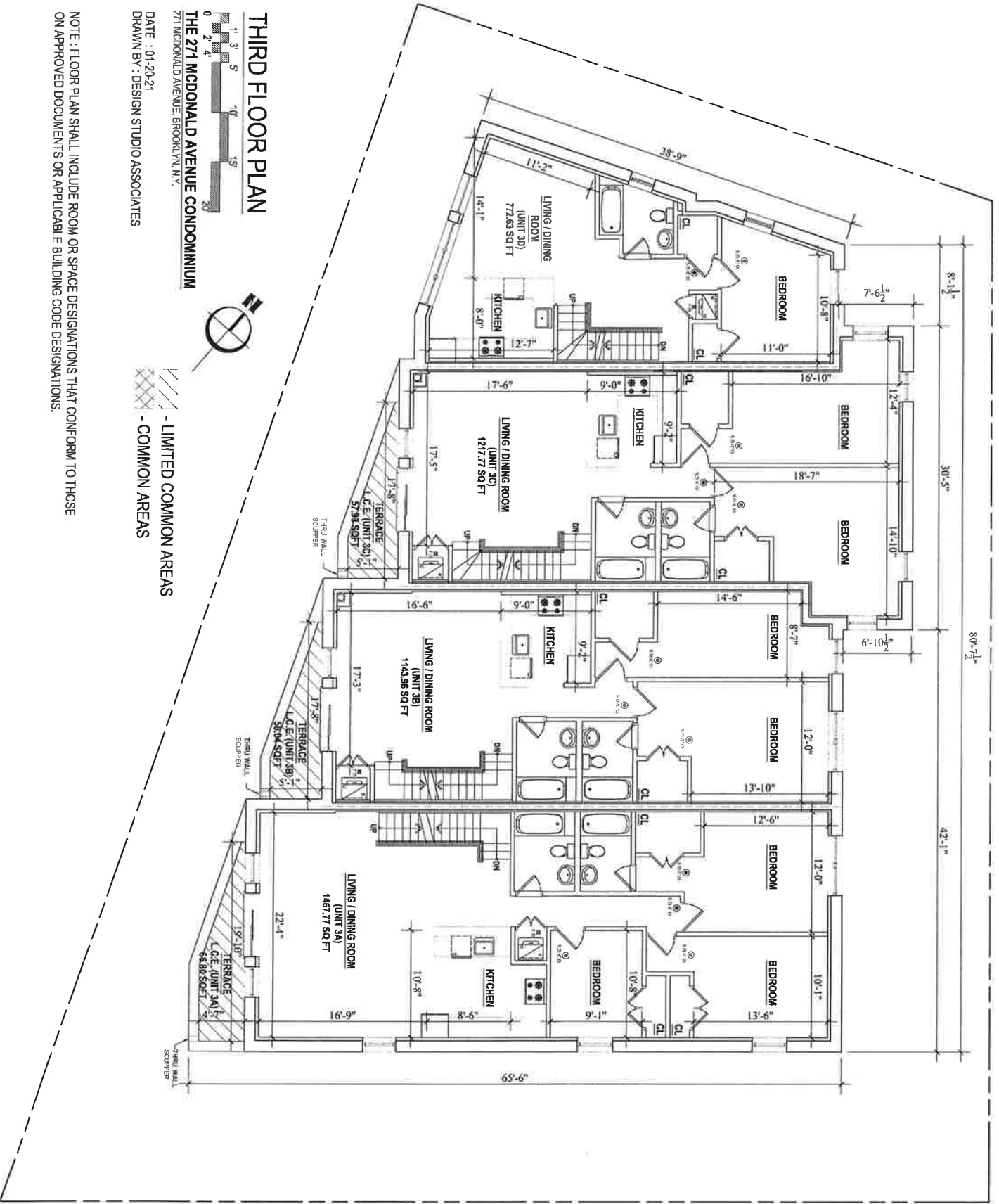
THE 271 McDONALD AVENUE CONDOMINIUM
271 McDONALD AVENUE, BROOKLYN, N.Y.

DATE : 01-20-21
DRAWN BY : DESIGN STUDIO ASSOCIATES

NOTE : FLOOR PLAN SHALL INCLUDE ROOM OR SPACE DESIGNATIONS THAT CONFORM TO THOSE
ON APPROVED DOCUMENTS OR APPLICABLE BUILDING CODE DESIGNATIONS.

LIMITED COMMON AREAS
COMMON AREAS





THIRD FLOOR PLAN

THE 271 McDONALD AVENUE CONDOMINIUM

271 McDONALD AVENUE, BROOKLYN, N.Y.

DATE : 01-20-21
DRAWN BY : DESIGN STUDIO ASSOCIATES

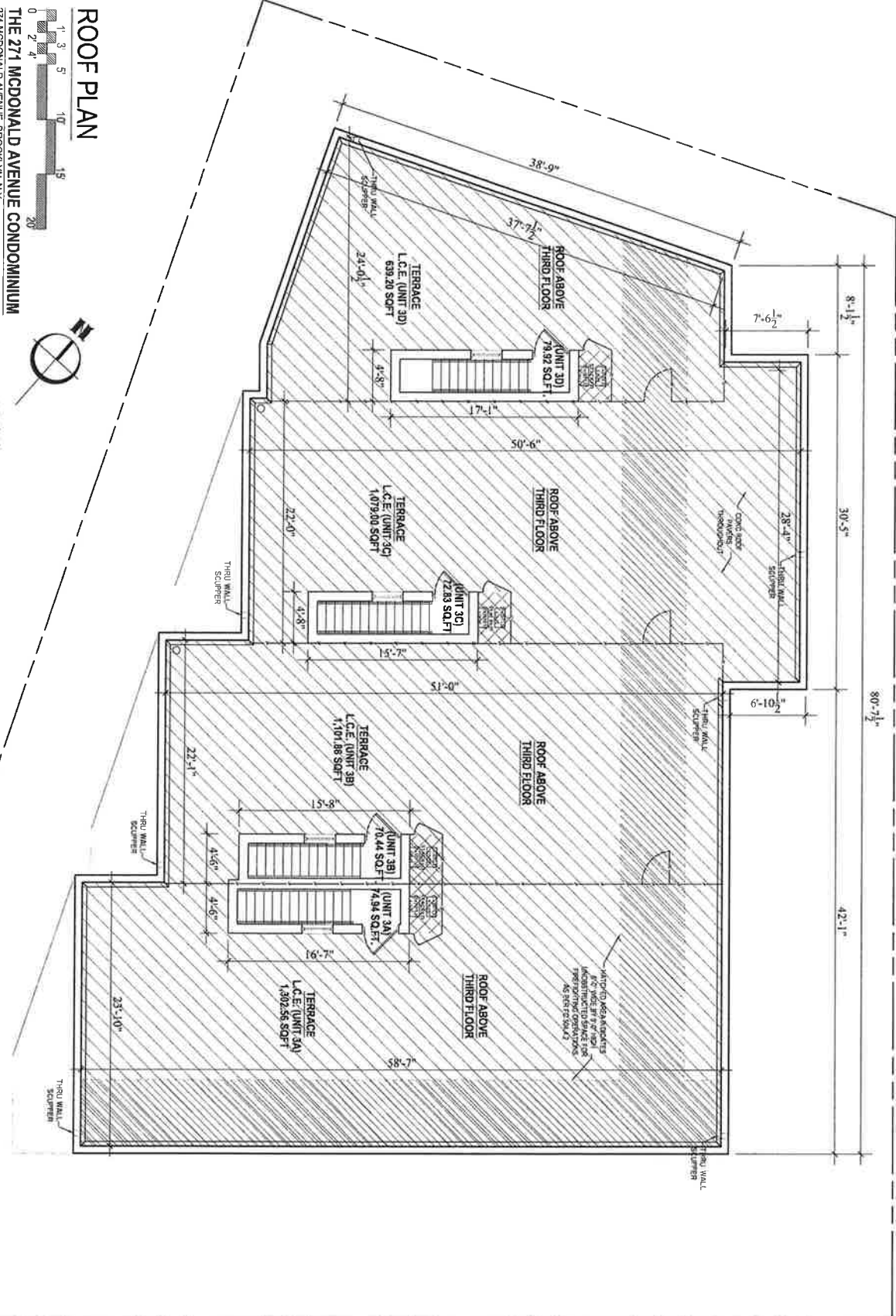
- LIMITED COMMON AREAS
- COMMON AREAS

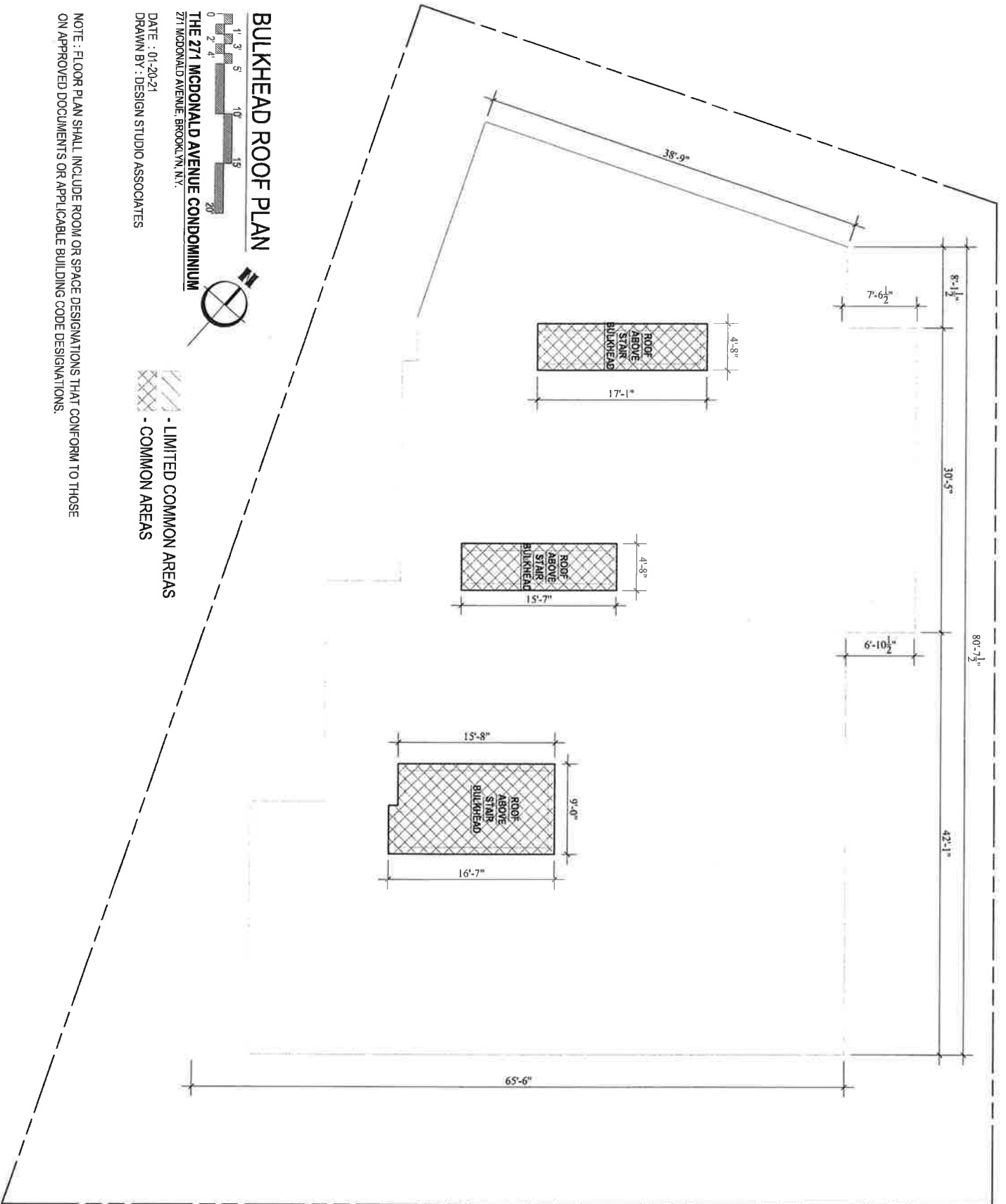
NOTE : FLOOR PLAN SHALL INCLUDE ROOM OR SPACE DESIGNATIONS THAT CONFORM TO THOSE ON APPROVED DOCUMENTS OR APPLICABLE BUILDING CODE DESIGNATIONS.

ROOF PLAN THE 271 McDONALD AVENUE CONDOMINIUM 271 McDONALD AVENUE, BROOKLYN, N.Y.

- LIMITED COMMON AREAS
- COMMON AREAS

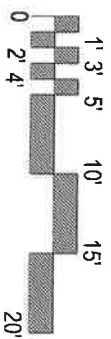
NOTE: FLOOR PLAN SHALL INCLUDE ROOM OR SPACE DESIGNATIONS THAT CONFORM TO THOSE ON APPROVED DOCUMENTS OR APPLICABLE BUILDING CODE DESIGNATIONS.



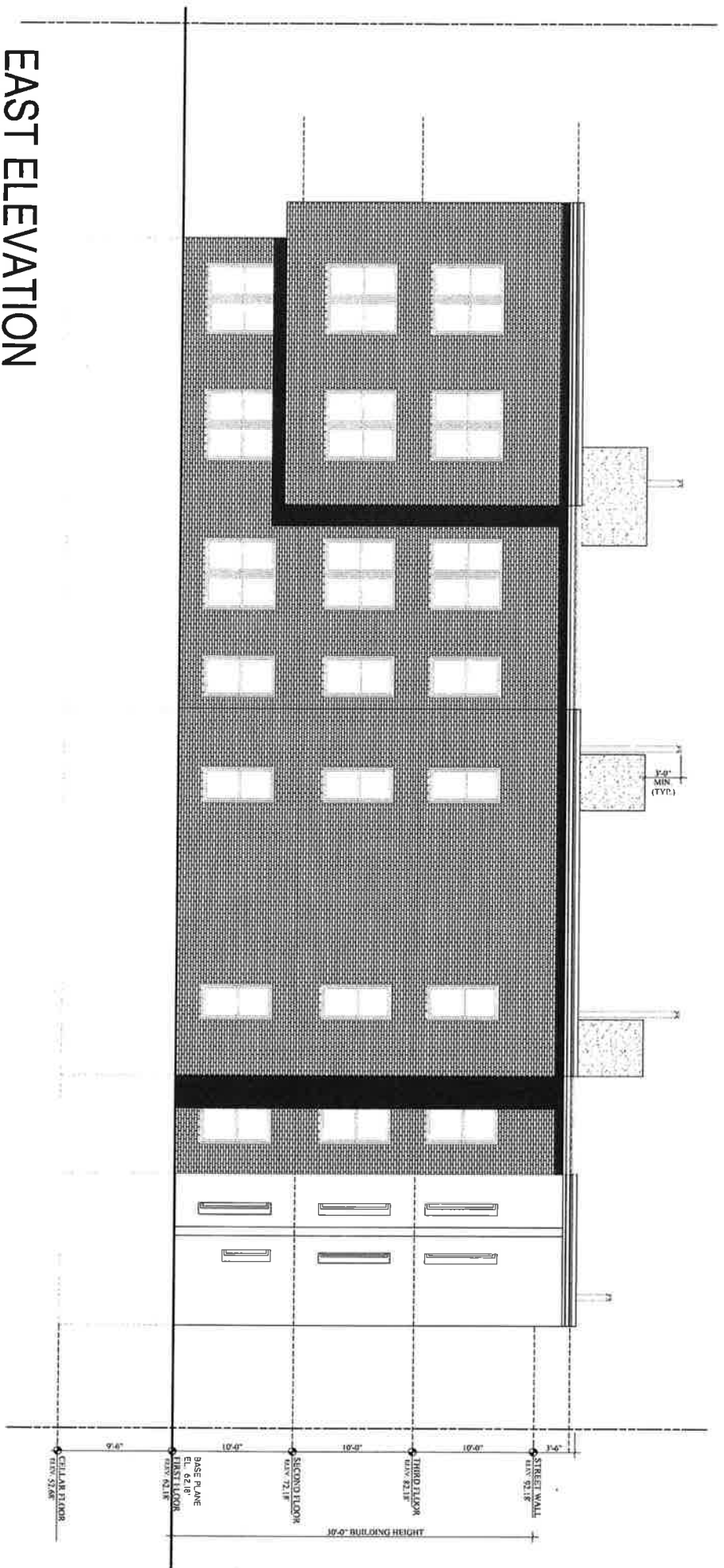


NOTE : FLOOR PLAN SHALL INCLUDE ROOM OR SPACE DESIGNATIONS THAT CONFORM TO THOSE ON APPROVED DOCUMENTS OR APPLICABLE BUILDING CODE DESIGNATIONS.

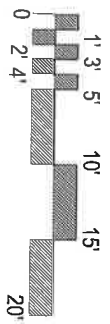
THE 271 MCDONALD AVENUE CONDOMINIUM
271 MCDONALD AVENUE, BROOKLYN, N.Y.

[illegible]

271 McDONALD AVENUE, BROOKLYN, N.Y.



EAST ELEVATION



THE 271 MCDONALD AVENUE CONDOMINIUM

271 McDONALD AVENUE, BROOKLYN, N.Y.

ELEVATION

9'-6"

BASE PLANE
E.L. 62.18

FIRST FLOOR
LVS 72.18'

SECOND FLOOR
LVS 72.18'

THIRD FLOOR
LVS 82.18'

STREET WALL
LVS 92.18'

1'-6"

30'-0" BUILDING HEIGHT

10'-0"

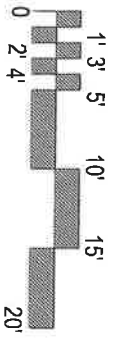
10'-0"

10'-0"

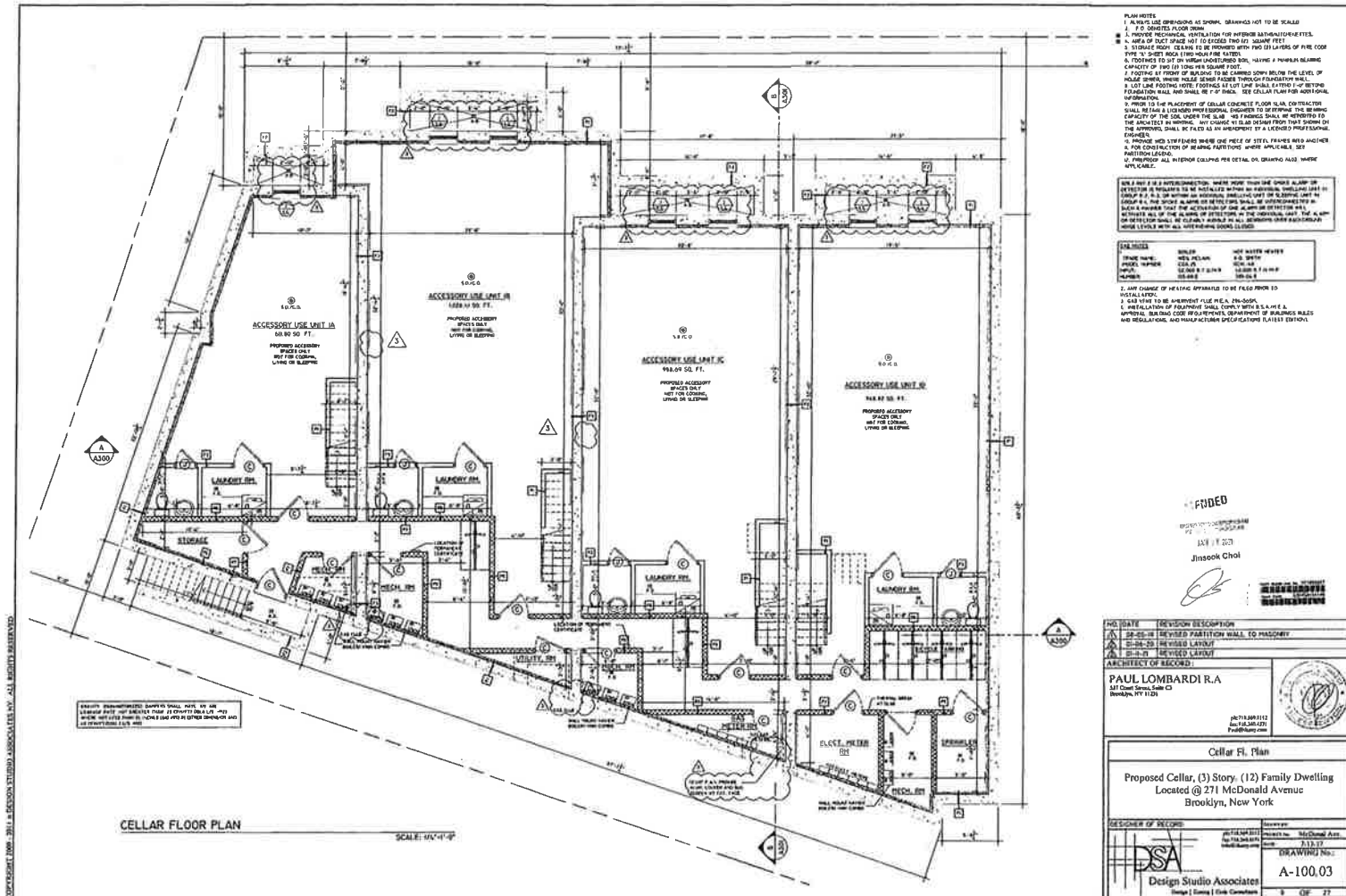
10'-0"

1'-6"

MIN.
(TYP.)



271 MCDONALD AVENUE, BROOKLYN, N.Y.



PLAN NOTES:

1. ALWAYS USE DIMENSIONS ON DRAWINGS NOT TO SCALE
2. 0' = 0.0001 FEET SPACE
3. CONCRETE: CONCRETE PREPARED FOR INTERIOR WALLS AND PARTITION WALLS
4. AREA OF DOOR FLOOR NOT TO EXCEED TWO (2) SQUARE FEET
5. STAIRS: STAIRS TO BE CLARING TO BE CONCRETE WITH TWO LAYERS OF FOUR (4) "X" SMOOTH BARS EACH WAY
6. FLOORING: FLOORING TO BE LAMINATED BLOOR, HAVING A FINISH BEARING
7. WALLS: WALLS TO BE CONCRETE
8. FOOTING AT FRONT OF BUILDING TO BE CEMENTED SLOPE BEHIND THE LEVEL OF HOUSE DRAIN, HAVING SLOPE PASSER THROUGH FOUNDATION WALL
9. FOUNDATION: FOUNDATION TO BE CONCRETE WITH FOUR (4) "X" SMOOTH BARS EACH WAY AND SHALL BE 8" THICK. SEE CALLER PLAN FOR ADDITIONAL INFORMATION
10. ROOF: THE PLACE OFMENT OF CELLAR CONCRETE FLOOR SLAB, CONTRACTOR SHALL BE A LICENSED PROFESSIONAL ENGINEER TO DETERMINE THE BEARING CAPACITY OF THE FOOTING AT LOW LEVEL SHALL A 1' OF RETRO FOUNDATION BE REQUIRED IN ANYTHING. ANY CHANGE IS TO BE DESIGNED FROM THAT POINT ON THE DRAWING SHALL BE PAVED AS AN APPOINTMENT AT A LICENSED PROFESSIONAL ENGINEER'S ORDER
11. ROOFING: THE ROOF SHALL BE MADE OF STEEL PLATES AND ANCHORS
12. FOR CONSTRUCTION OF BEARING PARTITIONS WHERE APPLICABLE, SEE PARTITION
13. FLOORING: ALL INTERIOR FLOORING FOR DETAIL OR DRAWING ALSO WHERE APPLICABLE

TRADE NAME:	WELDON	WELDON HEATER
PRODUCT NUMBER:	WELDON	WELDON
PRICE:	12.000	12.000
NUMBER:	00000	00000

ENDED

www.elsevier.com/locate/ymbs

1888-1889

Jinsook Ch

NO.	DATE	REVISION DESCRIPTION
1	02-05-18	REVISED PARTITION WALL TO MAGNETIC
2	02-06-18	REVISED LAYOUT
3	02-08-18	REVISED LAYOUT

ARCHITECT OF RECORD:

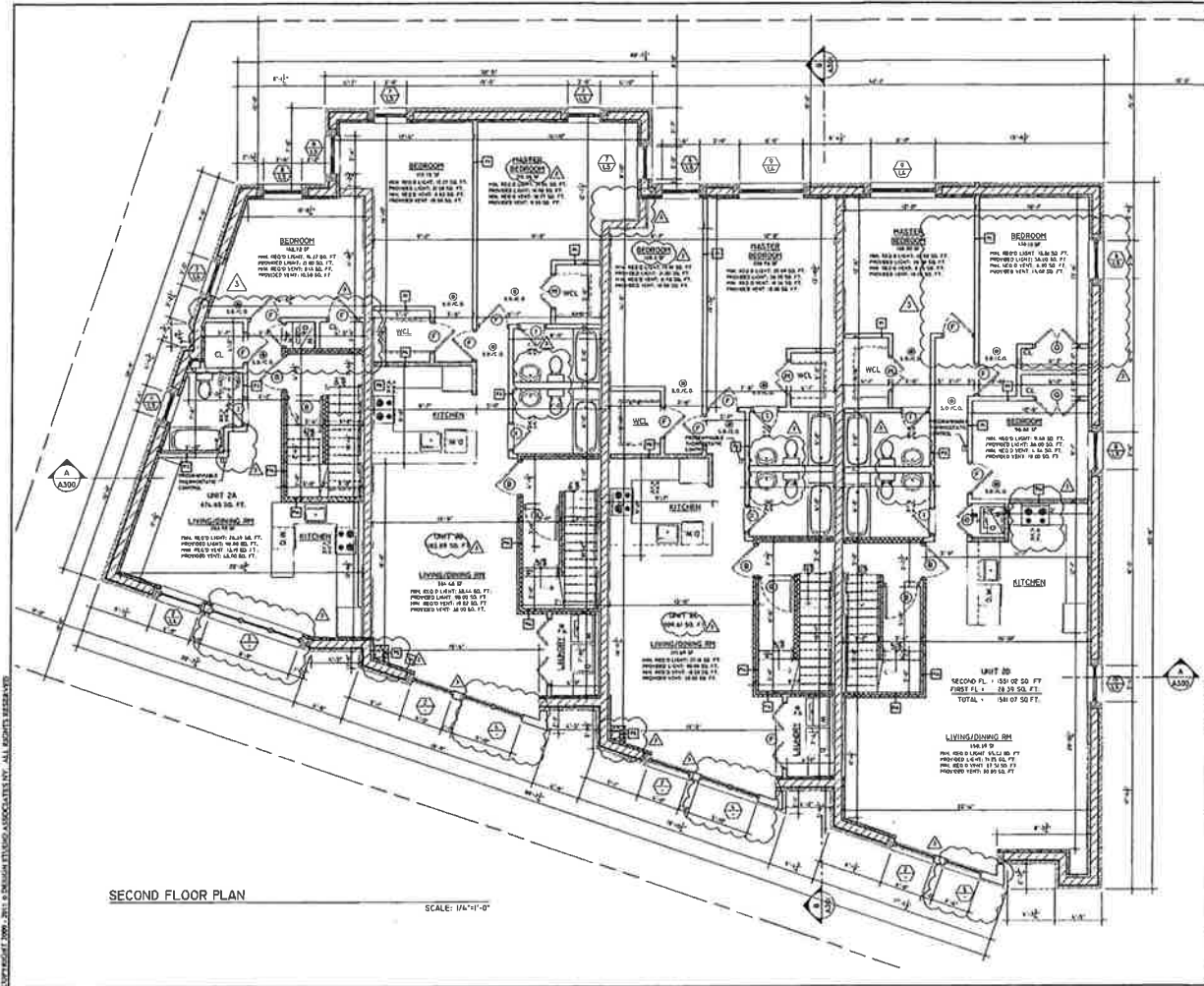
PAUL LOMBARDI R.A.
 547 Court Street, Suite C3
 Brookville, NY 11521

ph: 718.869.5152
 fax: 718.869.4291
info@paulra.com

Cellar Fl. Plan

Proposed Cellar, (3) Story, (12) Family Dwelling
Located @ 271 McDonald Avenue
Brooklyn, New York

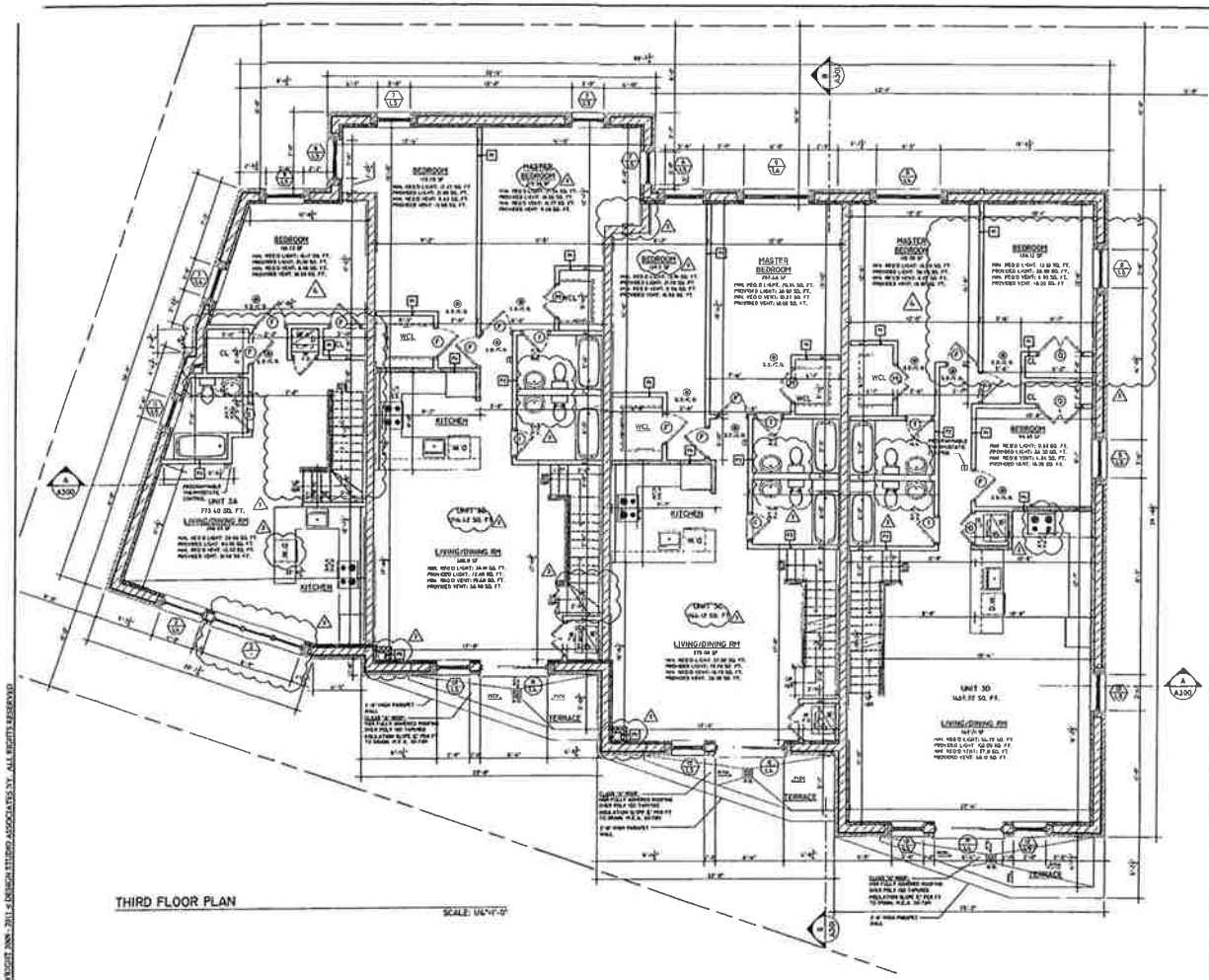
DESIGNER OF RECORD	PROJECT NO.
	PROJECT NO. 10-100-09
DATE: 8-11-17	DRAWING NO.: A-100-03
DESIGN STUDIO ASSOCIATES	



- PLAN NOTES
1. ALL DIMENSIONS SHOWN AS DIMENSIONS. DRAWINGS NOT TO BE SCALED.
 2. F.O. DIMENSIONS FLOOR FINISH.
 3. PROVIDE MECHANICAL VENTILATION FOR INTERIOR BATHROOMS.
 4. AREA OF BALCONY SPACE NOT TO EXCEED TWO (2) SQUARE FEET.
 5. THROUGH ROOF, CEILING IS TO BE PROVIDED WITH TWO (2) LAYERS OF FIVE (5) LB. TYPE "X" GYPSUM BOARD (TWO (2) LAYERS OF FIVE (5) LB. TYPE "X" GYPSUM BOARD).
 6. FLOORING TO BE SET ON UNFINISHED SUBFLOOR. PROVIDE A MINIMUM BEARING CAPACITY OF TWO (2) THOUSAND (2,000) P.S.F.
 7. FLOORING AT POINT OF BALCONY TO BE CARRIED DOWN BELOW THE LEVEL OF ROOF FINISH. PROVIDE FIVE (5) LAYERS OF FIVE (5) LB. TYPE "X" GYPSUM BOARD. PROVIDE FIVE (5) LB. TYPE "X" GYPSUM BOARD AT POINT OF BALCONY. PROVIDE FIVE (5) LB. TYPE "X" GYPSUM BOARD AT POINT OF BALCONY.
 8. PROVIDE A MINIMUM BEARING CAPACITY OF TWO (2) THOUSAND (2,000) P.S.F. FOR THE PLACEMENT OF CONCRETE FLOOR SLAB. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE BEARING CAPACITY OF THE SLAB UNDER THE SLAB. HIS FURNISHING SHALL BE REPORTED TO THE ARCHITECT IN WRITING. ANY CHANGE IN DESIGN FROM THAT SHOWN ON THE APPROVED SHALL BE TIED AS AN AMENDMENT BY A LICENSED PROFESSIONAL ENGINEER.
 9. PROVIDE AND STIFFENED UNDER ONE (1) PIECE OF STEEL FLOOR THIS ANOTHER AND CONNECTION OF BEARING PARTITION, WHERE APPLICABLE. SEE PARTITION ELEVATION.
 10. PROVIDE ALL INTERIOR COLUMNS PER DETAIL. ON DRAWING, ALSO, WHERE APPLICABLE.

THIS SET IS NOT A 2-D REPRESENTATION FROM WHICH MORE THAN ONE (1) DRAWING IS TO BE DERIVED. IT IS THE RESPONSIBILITY OF THE ARCHITECT TO PROVIDE THE NECESSARY INFORMATION TO THE CONTRACTOR TO CONSTRUCT THE PROJECT. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE CONTRACTOR. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE CONTRACTOR. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE CONTRACTOR.

NO.	DATE	REVISION DESCRIPTION
1	10-1-2019	REVISED PARTITION WALL TO MASONRY
2	10-23-2019	REVISED LAYOUT
3	11-11-2019	REVISED LAYOUT, WINDOWS
ARCHITECT OF RECORD:		
PAUL LOMBARDI R.A.		
207 Court Street, Suite 10		
Brooklyn, NY 11201		
DESIGNER OF RECORD:		
DSA		
Design Studio Associates		
George J. Zaring & Clark Construction		
Second Fl. Plan		
Proposed Cellar, (3) Story, (12) Family Dwelling		
Located @ 271 McDonald Avenue		
Brooklyn, New York		
DRAWING NO.:		
A-102.03		
SHEET 27		



- PLAN NOTES**
1. ALL DIMENSIONS SHOWN AS SHOWN, DIMENSIONS NOT TO BE SCALED.
 2. F.D. SHOWS FLOOR GRADE.
 3. PROVIDE MECHANICAL VENTILATION FOR INTERIOR BATHROOMS.
 4. AREA OF GYM SHALL BE TO EXCEED TWO (2) SQUARE FEET.
 5. STORAGE ROOM SHALL BE PROVIDED WITH TWO (2) LAYERS OF 5/8\"/>

NO DATE	REVISION OR DESCRIPTION
04-28-09	REVISED PARTITION WALL TO PASSWAY
05-04-09	REVISED LAYOUT
05-04-09	REVISED LAYOUT, WINDOWS

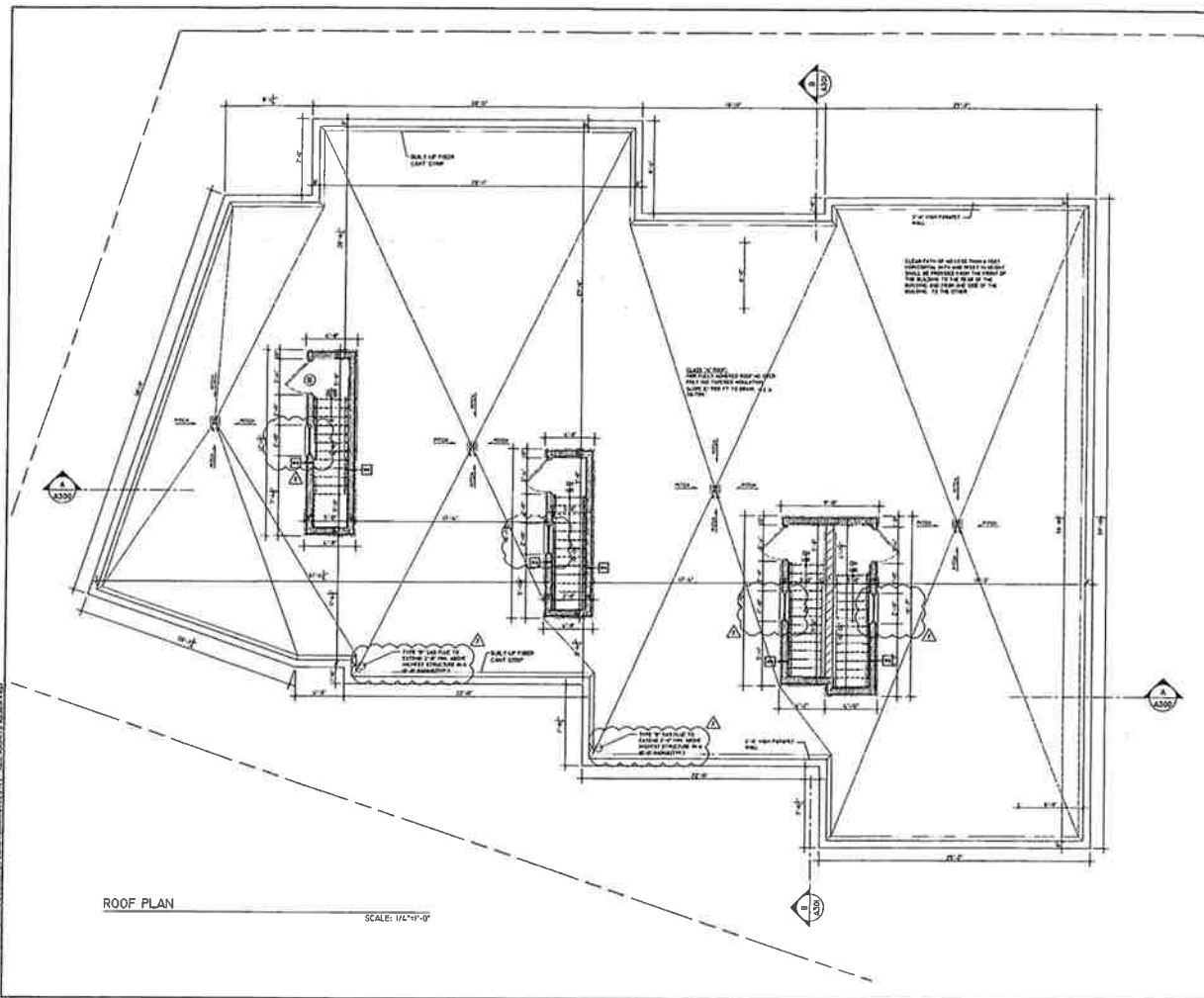
ARCHITECT OF RECORD:
PAUL LOMBARDI R.A.
 100 Court Street, Suite 103
 Brooklyn, NY 11201

THIRD FLOOR PLAN
 Proposed Cellular (3) Story, (12) Family Dwelling
 Located @ 271 McDonald Avenue
 Brooklyn, New York

DESIGNER OF RECORD:
DSA
 Design Studio Associates
 100 Court Street, Suite 103
 Brooklyn, NY 11201

DATE: 05-04-09
 DRAWING NO.: A-103.03
 OF SET: 27

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BRUNDTUN & ASSOCIATES
NEW YORK, NY 10014
JINOOK CHOI
JINOOK CHOI

NO.	DATE	REVISION DESCRIPTION
1	08-05-18	REVISED PARTITION WALL TO HALLWAY
2	08-05-18	WINDOWS ADDED TO BULKHEADS, REVISED GAS FILLER
ARCHITECT OF RECORD:		
PAUL LOMBARDI R.A. 127 Green Street, Suite 13 Brooklyn, NY 11221		
JUN 10, 2008 10:12 JUN 10, 2008 10:12 PAUL LOMBARDI R.A.		
Roof Plan		
Proposed Collar, (3) Story, (12) Family Dwelling Located @ 271 McDonald Avenue Brooklyn, New York		
DESIGNER OF RECORD:		
JSA Design Studio Associates Design Drawing Code Compliance		
DRAWING NO.: A-104.02		
13 OF 27		

SECTION G

**DECLARATION OF THE
271 McDONALD AVENUE CONDOMINIUM**

ESTABLISHING A PLAN OF A CONDOMINIUM OWNERSHIP FOR PREMISES
LOCATED AT 271 McDONALD AVENUE, IN THE BOROUGH OF BROOKLYN,
COUNTY OF KINGS, CITY AND STATE OF NEW YORK, PURSUANT TO ARTICLE
9-B OF THE REAL ESTATE PROPERTY LAW OF THE STATE OF NEW YORK.

NAME: 271 McDONALD AVENUE CONDOMINIUM
 271 McDONALD AVENUE, BROOKLYN, NY 11218

SPONSOR: 3127 FORT HAMILTON LLC
 2055 FLATBUSH AVENUE, BROOKLYN, NY 11234

DATE OF DECLARATION:

THE LAND AFFECTED BY THE WITHIN INSTRUMENT LIES IN BLOCK 5280,
F/K/A LOT 1 N/K/A LOTS THROUGH ON THE TAX MAP OF THE
BOROUGH OF BROOKLYN, COUNTY OF KINGS, CITY AND STATE OF NEW
YORK.

RECORD AND RETURN

Attorney for Sponsor
Christine Corrado, Esq.
120 Royal Oak Road
Staten Island, NY 10314

**DECLARATION OF THE
271 McDONALD AVENUE CONDOMINIUM
PURSUANT TO ARTICLE 9-B OF THE REAL PROPERTY
LAW OF THE STATE OF NEW YORK**

In the Borough of Brooklyn, County of Kings, City and State of New York on this _____ day of _____, 3127 Fort Hamilton LLC whose principal office is situated at 2055 Flatbush Avenue, New York, New York, hereinafter referred to as the "Sponsor", does hereby state:

FIRST: Submission of Property. By this Declaration, the Sponsor submits the property described in this Declaration to the provisions of Article 9-B of the Real Property Law of the State of New York.

SECOND: Description of Property. The Sponsor owns all of 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, being more particularly bounded and described on Schedule "A" which is annexed hereto and made part of this Declaration.

THIRD: Definitions.

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

(b). A "Unit" as hereinafter referred to shall be defined as follows: Each Unit shall consist of the area enclosed horizontally by the unexposed sides of the drywalls of the exterior walls of the building and by the unexposed sides of the dry wall or the exposed face of the concrete of those walls and partitions which separates the unit from the corridors, stairs, mechanical equipment spaces, and other units, and enclosed vertically by the underside of the unit's finished flooring and the exposed painted face of the concrete ceiling or the unexposed side of the unit's drywall ceiling where applicable. The doors and windows which open from the unit shall be deemed part of the unit. No unit owner shall be deemed to own the supporting columns, pipes, wires, conduits or other public lines running through the unit, which are utilized for or services more than one unit. The description of the Units set forth herein pertains to the location of the walls, floors and ceilings of the unit as they are set forth in the building plans filed simultaneously with the recording of this Declaration.

The Condominium shall contain a total of twelve residential units and eight parking units.

(c). "Party Wall" as hereinafter referred to shall be defined as a wall which is common to or separates two Units.

(d). "Condominium" as hereinafter referred to shall mean the 271 McDonald Avenue Condominium which is composed of the Unit owners.

FOURTH: The Sponsor is constructing one building to be owned as condominium Units located at 271 McDonald Avenue, Brooklyn, N.Y. according to the floor plans filed simultaneously with the recording of this Declaration in the Kings County Registrar's office which plans set forth a description of the building stating the number of stories, the number of units and the principal materials of which they are to be constructed.

The Condominium will consist of twelve residential Units located in one building composed of a cellar, first, second and third floor, all as set forth in the floor plans filed as part of this Declaration. Each of the Units has access to each other Unit and the street upon which the Condominium abuts by means of hallways and staircases which form a part of the common elements of the condominium. For the purposes of describing the approximate area, type and number of rooms of each unit and the common elements to which each unit has immediate access, the units are fully described on the filed floor plans and on Schedule "B".

Each Unit will be sold to one or more owners, each owner obtaining fee ownership in and exclusive right of occupancy and possession of the Unit, together with an undivided interest in the common elements of the condominium, as listed hereinafter in this Declaration, and referred to as the "Common Elements", all of the above in accordance with Article 9-B of the Real Property Law of the State of New York.

The aforesaid condominium covers a plot area of approximately 8,853.70 square feet which includes the buildings and the yard areas.

FIFTH: Common Elements. The Common elements of the condominium will consist of all the Condominium, except the Units, including without limitation, outside walls and roofs of units, the land, building and improvements (other than the units) comprising the condominium, including the land under the building and under the improvements, all utility or other pipes and material located outside of the units, grass areas and sidewalks.

The common elements shall remain undivided and no Unit owner shall bring any action for partition or division unless otherwise provided by Law. Each Unit owner shall have the right to use the common elements, other than such portions, if any, which by the terms of this Declaration or the annexed By-Laws are irrevocably restricted in use to other Unit owners, in accordance with the purpose for which such common elements are intended, without hindering the exercise of or encroaching upon the rights of the other Unit owners.

The percentages of undivided interest in the Common elements and the rights and obligations of Unit owners respecting irrevocably restricted portions of the common elements established herein shall not be changed except with the consent of all the affected Unit owners expressed in a duly recorded amendment to this Declaration.

The undivided interest in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instruments.

Limited Common Elements. Each unit owner, his guest, invitees, lessees and residents of his units shall have the exclusive right to use and possess the limited common elements of the building indicated in the attached Schedule B, subject to the following:

Each Unit Owner shall be solely responsible for the repair and maintenance of the Limited Common Elements appurtenant to his Unit including, but not limited to painting, cleaning, patching and surface repair. In the event a Unit Owner fails to properly maintain his Limited Common Element, the Condominium Board of Managers may take such steps as in its exclusive judgment are necessary to maintain the areas. The cost thereof shall be assessed against the Condominium Unit to which such Limited Common Element is appurtenant. To the extent that any damage to a Limited Common Element is caused by building conditions, or by other conditions for which the Condominium carries insurance, the cost to repair such damage shall be borne by the Condominium.

The Limited Common Elements of the condominium as set forth in Schedule B are the following: cellar storage areas and roof access. The parking spaces are separate tax lots and are not considered limited common elements.

SIXTH: Easements. All pipes, wires, conduits, cable lines, and public utility lines located within each unit shall be owned by such unit owner. Any portion of such pipes, wires, conduits, cable lines and public utility lines located in the common elements will be owned in common by the unit owners. Every unit owner shall have an easement in common with the owners of other units to maintain and use all pipes, wires, conduits, cable lines and public utility lines located in other units and servicing such owners unit. Each unit shall be subject to an easement in favor of the owners of other units to maintain and use the pipes, wires, conduits, cable lines and public utility lines servicing such other units which are located in such Unit.

The Board of Managers shall have a right of access to each unit for maintenance, repair or improvement to any pipes, wires, conduits, cable lines and public utility lines located in any unit and servicing any other unit. The cost of such repairs shall be a common expense.

The Board of Managers shall have a right of access to all common elements for maintenance, repair or improvement whether such common elements are limited or not.

The Sponsor, on behalf of itself and its successors and assigns who may take title to portions of the Condominium for purposes of development and sale, reserves the right to continue to use the common elements and any facilities, sales offices, model units, and signs located on the common elements, in it efforts to market units in the Condominium. This paragraph shall not be amended without the written consent of the Sponsor.

SEVENTH: Service of Process and Building Code Violations. Service of process on the unit owners in any action with relation to the common elements or more than one unit and with regard to any violation of local building codes, zoning ordinances and other related building and zoning laws by the Common Elements or one or more units shall be made upon the Board of Managers of the Condominium. The Board of Managers shall have the principal responsibility for curing any violations of such building and zoning laws and service upon the Board of Managers shall be deemed service upon the owner or owners of the Condominium unit or units in which any such violation exists. The provisions of this Article shall not be amended without the consent of the Department of Buildings or any city agency which is a successor thereto.

EIGHTH: Common Interest. Each Unit owner shall have a percentage interest in the Common Elements and shall bear such percentage of the common expenses of the Condominium. The percentage interest of each Unit in the common elements has been determined by the Sponsor and is set forth in the Offering Plan of the Condominium and is recorded with the Plan.

Each Unit owner shall have one vote for all voting purposes at any meeting of the Unit owners unless otherwise mandated by law or expressly provided for herein or in the By-Laws.

NINTH: Administration. The administration of the condominium and the parcel of land described herein shall be in accordance with the provisions of this Declaration and with the provisions of the By-Laws which are made a part of this Declaration and are attached hereto.

TENTH: Amendment and Withdrawal. The property shall not be withdrawn from condominium ownership unless at least 90% of the Unit owners in number and common interest and the first mortgages, if any, of each of these same units agree to such removal by duly recorded instruments. Such withdrawal of the property from condominium ownership shall not take effect until the withdrawal documents are duly recorded in the office of the clerk of the county of Kings.

Except as provided pursuant to Real Property Law section 339-p, the provisions of this Declaration may be modified or amended by an instrument executed by the Board of Managers upon a vote of 90% of the Unit owners in number and in common interest held at duly called meeting of the unit owners provided, however, that:

(i) No amendment shall alter the percentage interest in the common elements appurtenant to any unit or alter any rights or obligations respecting portions of the Common Elements irrevocably restricted in use to the owners of any Units without the consent of the affected unit owners and the first mortgagees, if any, of the same units, which consents shall be expressed in the instruments of amendment.

(ii) No amendment shall add any parcel of land or Unit to or divest any parcel of land or unit from the Condominium property unless 90% of the unit owners in number and common interest and the first mortgages, if any, of each of these same units agree to such change on the instrument or amendment.

(iii) No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees.

There shall be a presumption for a period of 60 days subsequent to the recording of the amendment that the vote of the unit owners was made at a duly called meeting and that the requisite voting percentages were obtained. After the 60 day period, such presumption will be deemed conclusive. Any amendment to this Declaration shall not take effect until it is recorded in the Office of the Kings County Registrar.

ELEVENTH: Subject to Declaration, By-Laws, etc. All present and future unit owners, tenants, future tenants, or any other person that might use the facilities of the Condominium in any manner are subject to the provisions of this Declaration, the By-Laws and Rules and regulations of the Condominium and the mere acquisition or rental

of any of the Units or the mere act of occupancy of any of the said Units shall signify that the provisions of the Declaration, By-Laws and Rules and Regulations of the Condominium are accepted and ratified and all 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, conveyed or lease thereof.

TWELFTH: Common Charges. All sums assessed as common charges by the Board of Managers of the Condominium but unpaid, together with interest at the maximum legal rate thereon, chargeable to any Unit owner shall constitute a lien on his Unit prior to all other liens except: (a) tax or assessment liens on the unit by the taxing subdivision of any governmental authority, including but not limited to State, City, County and School District taxing agencies; and (b) all sums unpaid on any first mortgage of record encumbering any unit. Such lien may be foreclosed, when past due in accordance with the laws of the State of New York, by the Condominium, in like manner as a mortgage on real property, and the Condominium shall also have the right to recover all costs incurred including reasonable attorneys fees (but such right shall not be a lien against the unit).

In the event the proceeds of the foreclosure sale are not sufficient to pay such unpaid common charges, the unpaid balance shall be charged to all Unit owners as a common expense. However, where the holder of an institutional mortgage of record, or other purchaser of a Unit at a foreclosure sale of an institutional mortgage, obtains title to the Unit as a result of foreclosure, or the institutional mortgage holder obtains title by conveyance in lieu of foreclosure, such acquirer of title, his successors or assigns, shall not be liable and the unit shall not be subject to a lien for the payment of common charges chargeable to such Unit which were assessed and became due prior to the acquisition of title to such Unit by acquirer. In such event, the unpaid balance of common charges shall be charged to all other Unit owners as a common expense. The term "institutional mortgage" herein shall mean a first mortgage granted by a federal or state savings and loan association, savings or commercial bank, life insurance company, pension fund, trust company, agency of the United States Government or of the City or State of New York or other similar institutional lender or a purchase money mortgage granted by the Sponsor.

Every unit owner shall pay the common charges assessed against him when due and no Unit owner may exempt himself from liability for the payment of common charges assessed against him by waiver of the use or enjoyment of any of the common elements or by the abandonment of his Unit. However, no unit owner shall be liable for the payment of any common charges accrued subsequent to a sale, transfer or other conveyance by him of such unit made in accordance with Section 339-x of the Real Property Law or in accordance with the provisions of this Declaration and the By-Laws.

THIRTEENTH: Units acquired by the Board. In the event any Unit owner shall convey his unit to the Board of Managers in accordance with Section 339-x of the Real Property Law or in the event the Board of Managers shall purchase any Unit in a foreclosure sale, title to such unit or the rights to the lease of such unit shall be held by the Board of Managers or its designee on behalf of the other Unit owners.

In order to carry out the provisions of this paragraph, each Unit owner shall, upon becoming such, grant an irrevocable power of attorney, coupled with an interest, to the Board of Managers and their successors to acquire title or lease any such unit under whatever terms the Board may in its sole discretion deem proper and sell, lease, sublease, mortgage, vote or otherwise deal with such Unit under such terms as the Board in its sole discretion shall deem proper.

FOURTEENTH: Encroachments. The unit owners agree that if any portion of a Unit or the common elements (whether restricted in use to an individual unit owner or not) encroaches upon another or shall hereinafter encroach upon another as a result of construction, a valid easement for the encroachment and the maintenance of the same, so long as it stands, shall and does exist. In the event the building is partially or totally destroyed as a result of fire or other casualty or a result of condemnation or eminent domain proceedings and are rebuilt, the unit owners agree that encroachments of any portion of the unit or the common elements as herein described due to construction, shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist so long as the Building or reconstructed building shall stand.

FIFTEENTH: Unit Ownership. Upon the closing of title to a Unit, a purchaser shall automatically become a Unit owner in the Condominium subject to the Declaration, By-Laws and other effective rules and regulations shall remain such until time as he ceases to own a Unit for any reason.

SIXTEENTH: Conveyance of a Unit. In any conveyance of a unit, either by voluntary instrument, operation of law or judicial proceeding in accordance with this Declaration or the By-Laws, the grantee of the unit shall be jointly and severally liable with the Grantor for any unpaid common charges against the Grantor assessed and due up to the time of the grant or conveyance without prejudice to the Grantee's right to recover from the grantor the amount paid by the grantee therefore. Any such grantee shall be entitled to a statement from the Board of Managers setting forth the amount of unpaid common charges against the Grantor and such Grantee shall not be liable for, nor shall the unit conveyed be subject to a lien for any unpaid common charges against the Grantor in excess of the amount set forth in such statement. Grantee as used herein shall not include either the holder of an institutional mortgage of record or other purchaser of a unit at a foreclosure sale of an institutional mortgage.

SEVENTEENTH: Covenants and Restrictions. The use of the Unit by the Unit owner or other occupant shall be subject to the rules, regulations and provisions of this Declaration, By-Laws and rules and regulations of the Board of Managers and the following covenants and restrictions:

(a) The unit and area restricted to the unit owner's use shall be maintained in good repair and overall appearance.

(b) No alterations to the exterior of the unit or any part of the common elements may be made without the written consent of the Board of Managers. No alterations to the inside of a unit which would impair the structural soundness of the Building may be made without the written consent of the Board of Managers. Consent may be requested by mailing a letter, certified mail, return receipt requested, to the Management Agency, if any, or to the President of the Board of Managers, if no Management Agent is employed. The Board of Managers shall have an obligation to answer within thirty days and failure to do so within the stipulated time shall mean there is no objection to the proposed modification or alteration.

(c) Any Unit owner who mortgages or sells his unit shall notify the Board of Managers providing the name and address of his mortgagee or purchaser.

(d) The Board of Managers shall, at the request of the mortgagee of the unit, report any unpaid common charges due from the Unit owner of such Unit.

(e) No nuisance shall be allowed upon the property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents.

(f) No immoral, improper, offensive or unlawful use shall be made of the property nor of any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

(g) Regulations promulgated by the Board of Managers concerning the use of the property shall be observed by the unit owners provided, however, that copies of such regulations are furnished to each unit owner prior to the time the said regulation becomes effective.

(h) The common charges shall be paid when due.

(i) The use for which the units are intended is residential occupancy, provided that, subject to all applicable governmental laws and regulations, any unit may be used as a professional office if the owner thereof resides therein.

EIGHTEENTH: Utilities. Gas and electricity consumed in or on the common elements and water covering the units and the common elements shall be paid for by the Board of Managers as an item of common expenses, unless otherwise billed separately by the supplier. Each unit shall be individually metered for gas and electricity and the expense of such utilities consumed within the unit shall be paid for the by the owner of the Unit.

The Sponsor, while in control of the Condominium, and the Board of Managers and the Unit owners thereafter shall maintain all internal sewers and drains at all times throughout the life of the Condominium. They shall be responsible for the abatement of any nuisance due to the use of the "internal drains" that would have an adverse effect on the health, safety and welfare of the City and State of New York.

The charges and assessments for maintenance and operation of internal drains, shall be a charge upon the land against which the same are made and shall be a continuing lien upon the property so charged and assessed, and in addition, that charge or assessment shall be a personal obligation of the record owner of the unit against which the same is made.

The Sponsor and/or the Board of Managers on behalf of the Condominium and each and every member thereof, shall utilize the "internal drains" in such a manner, that it will not in any way have an adverse effect on the City of New York's completed or pending sanitary and storm water drainage plans for the tributary drainage area of the separate sewer outlets.

NINETEENTH: General Provisions

A. Enforcement

The Condominium, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Condominium or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. Severability

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no manner affect the validity of any other provision, all of which shall remain in full force and effect.

C. Amendment

The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) in number and common interest of the Unit Owners, and thereafter by an instrument signed by not less than ninety percent (90%) in number and common interest of the Unit Owners. Any amendment must be recorded.

In Witness Whereof, the undersigned, being the Declaration herein, has hereunto set its hand and seal this _____ day of _____, 2020.

3127 Ft Hamilton LLC

by _____

State of New York, County of Kings

On the _____ day of _____ 2020, 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 on behalf of which the individual acted, executed the instrument.

Notary Public

**SCHEDULE A TO THE DECLARATION OF
THE 271 MCDONALD AVENUE CONDOMINIUM**

271 McDonald Avenue, Brooklyn, New York
Tax Block Number, 5280
Tax Lot to be F/K/A, 01

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 the corner formed by the Northerly side of Fort Hamilton Parkway and the Easterly side of McDonald Avenue;

RUNNING THENCE, Easterly along the northerly side of Fort Hamilton Parkway, 99.16';

THENCE, Northerly and perpendicular to the previous course, 100.16'

THENCE, Westerly and parallel to Fort Hamilton Parkway, 0.48'

THENCE, Westerly and perpendicular to McDonald Avenue, 61.03'

THENCE, Southwesterly and along the Easterly side of McDonald Avenue, 126.67' to the point or place of BEGINNING.

**SCHEDULE B TO THE DECLARATION OF
THE 271 MCDONALD AVENUE CONDOMINIUM**

271 McDonald Avenue, Brooklyn, New York
Tax Block Number, 5280
Tax Lot to be F/K/A, 01

UNIT	TAX LOT	PERCENTAGE OF COMMON INTEREST	LOCATION	SQ.FT.	BEDROOMS/ BATHROOMS	LIMITED COMMON AREAS: SQ.FT.
P1			Grade	153		
P2			Grade	153		
P3			Grade	153		
P4			Grade	153		
P5			Grade	153		
P6			Grade	153		
P7			Grade	153		
P8			Grade	153		
1A			Cellar First Floor	935.60 <u>1,222.54</u> 2,158.14	2/2.5	a: 37.50
1B			Cellar First Floor	945.10 <u>1,088.42</u> 2,033.52	2/2.5	a: 41.00
1C			Cellar First Floor	1,010.00 <u>1,176.68</u> 2,186.68	2/2.5	a: 39.00
1D			Cellar First Floor	600.24 <u>680.66</u> 1,280.90	1/1.5	a: 21.33

NOTES

r: DENOTES ROOF TERRACE
a: DENOTES AREAWAY

**SCHEDULE B TO THE DECLARATION OF
THE 271 MCDONALD AVENUE CONDOMINIUM**

271 McDonald Avenue, Brooklyn, New York
Tax Block Number, 5280
Tax Lot to be F/K/A, 01

UNIT	TAX LOT	PERCENTAGE OF COMMON INTEREST	LOCATION	SQ. FT.	BEDROOMS/ BATHROOMS	LIMITED COMMON AREAS: SQ. FT.
2A			Second Floor	1,432.59	3/2	
2B			Second Floor	1,095.38	2/2	
2C			Second Floor	1,169.89	2/2	
2D			Second Floor	663.56	1/1	
3A			Second Floor Third Floor Roof	55.25 1,467.77 <u>74.94</u> 1,597.96	3/2	r: 65.80 r: 1302.56
3B			Second Floor Third Floor Roof	53.33 1,143.96 <u>70.44</u> 1,267.73	2/2	r: 58.04 r: 1101.86
3C			Second Floor Third Floor Roof	52.10 1,217.77 <u>72.83</u> 1,342.70	2/2	r: 57.93 r: 1079.00
3D			Second Floor Third Floor Roof	49.84 772.63 <u>79.92</u> 902.39	1/1	r: 639.20

NOTES

r: DENOTES ROOF TERRACE

a: DENOTES AREAWAY

SECTION H

BY-LAWS
OF
THE 271 McDONALD AVENUE CONDOMINIUM

ARTICLE I

Plan of Unit Ownership

Section 1. The property located at 271 McDonald Avenue, Brooklyn, New York 11234 (hereinafter called the property) has been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the Declaration recorded in the office of the Registrar of Kings County simultaneously herewith and shall hereinafter be known as the 271 McDonald Avenue Condominium, Inc., a Condominium (hereinafter the Condominium). The residential apartments as herein sometimes called the Units.

Section 2. The provisions of these By-Laws are applicable to the property of the Condominium and to the land and the building and improvements thereon (including the units and the common elements), owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, real, personal, or mixed, intended to be submitted to the provisions of said Article 9-B of the Real Property Law of the State of New York.

Section 3. All present and future owners, mortgagees, lessees, tenants, their families, guests, licensees, agents and their employees, and other persons who may use the facilities of the Condominium, in any manner are subject to these Bylaws, the Declaration and the Rules and Regulations. The mere acquisition or rental of any of the Units or the mere act of occupancy of any of the said Units will signify that these By-Laws, the Declaration, and the Rules and Regulations are accepted, ratified and will be complied with.

Section 4. The office of the Condominium and of the Board of Managers shall be located at 271 McDonald Avenue, Brooklyn, N.Y.

ARTICLE II

Voting

Section 1. The Condominium shall be limited to Unit owners. Unit Owners as referred to herein shall mean all of the deed owners of each Unit

Section 2. Each Unit owner (including the Sponsor and the Board of Managers, if the Sponsor and Board of Managers shall own or hold title to one or more Units), shall be entitled to cast one vote at all Unit owners meetings for each unit owned by such unit owners, but the Board of Managers shall not cast any votes for the election of any member of the Board.

Section 3. Unit Owners who represent at least 51% of the common interest in the aggregate of all unit owners who are present in person or represented by written proxy shall constitute a quorum at all meetings of the Unit owners for the transaction of business, except as otherwise provided by Statute, by the Declaration, or by these By-Laws. If, however, such quorum is not present or represented at a called meeting of the Unit owners, the Unit owners present shall have the power to adjourn the meeting without notice other than an announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 4. When a quorum is present at any meeting, the vote of a majority of the Unit owners present in person or represented by written proxy shall decide any question brought before such meeting. Such vote shall be binding upon all Unit owners, unless the question is one upon which, by express provisions of the Declaration, Statute, or of these By-Laws, a different vote is required, in which case such express provisions shall govern and control the decision of such question.

Section 5. At any meeting of unit owners, every Unit owner having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

Section 6. All proxies shall be in writing and shall be filed with the Secretary prior to the meeting at which such proxies are to be used. A notation of such proxies shall be made in the minutes of the meeting.

Section 7. Whenever the vote of Unit owners at a meeting is required or permitted by any provision of the Declaration, Statutes, or of these By-Laws to be taken in connection with any action of the Condominium, the meeting and vote of the unit owners may be dispensed with if all Unit owners who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

Section 8. Meetings shall be held at such suitable place convenient to the Unit owners as may be designated by the Board of Managers.

Section 9. Within thirty (30) days after the earlier of (i) two (2) years after the closing of the first unit, or (ii) whenever the unsold units constitute less than fifty percent (50%) of the common interest, the Sponsor shall call the first annual Unit Owners meeting. At such meeting a new Board of three Managers shall be elected by the unit owners and the former members of the Board shall thereupon resign. Thereafter, annual meetings shall be held on the anniversary of such date each succeeding year. At such meetings there shall be elected by ballot of the Unit

owners a Board of Managers in accordance with those By-laws. The unit owners may transact such other business of the Condominium as may properly come before them.

ARTICLE III

Board of Managers

Section 1. The affairs of the Condominium shall be governed by a Board of Managers. Until the first meeting of unit owners pursuant to Section 9 of Article II, the Board of Managers shall consist of one person designated by the Sponsor of the Condominium.

After the first meeting of the Unit owners, the Board of Managers shall consist of three persons elected by all Unit owners (including the Sponsor), but the Sponsor's right to elect members of the Board shall be subject to the limitations set forth in Section I (c) of Article V of these Bylaws.

A majority the Board of Managers shall be owners-occupants or members of an owner occupants household who are unrelated to the sponsor and its principals, or mortgagees of units, or, in the case of partnership owners or mortgagees, shall be members or employees of such partnership, or in the case of partnership owners or mortgagees, shall be members or employees of such partnership, or in the case of corporate owners or mortgages, shall be officers, directors, stockholders or employees of such corporations, or in the case of fiduciary owners or mortgagees shall be the fiduciaries or officers or employees of such fiduciaries, or in the case of the Sponsor, shall be designees of the Sponsor.

Section 2. Vacancy and Replacement. If the office of any Manager becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise. a majority of the remaining Managers though less than a quorum, at a special meeting of Managers duly called for this purpose, shall choose a successor, who shall hold office for the unexpired term in respect of which such vacancy occurred and until his successor is duly elected and qualified. If the vacancy occurs with respect to any member of the Board of Managers who has been designated by the Sponsor, the Sponsor shall have the sole right to choose such Manager's successor to fill the unexpired portion of his term. If such appointee vacates during a period of time in which the sponsor does not have the right to appoint a member, the sponsor will not have the right to appoint a replacement.

Section 3. Removal. Managers may be removed for cause by an affirmative vote of a majority of the Unit Owners. No Manager other than a designee of the Sponsor, shall continue to serve on the Board if, during his term of office, he shall cease to be either a Unit Owner, or a lessee or occupant entitled to the access of the Common Elements in lieu of the Unit Owner renting or permitting him to occupy the unit in which he resides.

Section 4. Powers.

(a) The property and business of the Condominium shall be managed by its Board of Managers, which may exercise all such powers of the Condominium and do all such lawful acts and things as are not by Statute, Declaration, Certificate of Incorporation or by these By-Laws, directed or required to be exercised or done by the Unit Owners personally. These powers shall specifically include, but shall not be limited to the following:

1. To determine and levy monthly assessments (Common Charges) to cover the cost of operating and maintaining the Common Elements, and providing repairs and maintenance, payable in advance. The Board of Managers may increase the monthly assessments or vote a special assessment in excess of that amount, if required, to meet any additional necessary expenses. Said increase can only be assessed among the unit owners pro rata to their respective common interest.
2. To collect, use and expend the assessments collected to maintain and care for and preserve the Units, building and other common elements.
3. To enter into and upon the Units when necessary and at as little inconvenience to the Unit owners as possible in connection with the maintenance, care and preservation of the property.
4. To make repairs, restore or alter any Units or the common elements after damage or destruction by a casualty or as a result of condemnation or eminent domain proceedings.
5. To open bank accounts on behalf of the Condominium and to designate the signatories to such bank accounts.
6. To insure and keep insured the Common Elements in accordance with Article XII of these By-laws.
7. To collect delinquent assessments by suit or otherwise, to abate nuisances and to enjoin or seek damages from unit owners for violations of the house rules or rules and regulations herein referred to.
8. To make reasonable rules and regulations and to amend the same from time to time. Such rules and regulations and amendments thereto shall be binding upon the unit owners when the Board has approved them in writing and delivered a copy of such rules and all amendments to each unit owner. Such rules and regulations may, without limiting the foregoing, include reasonable limitations on access to the Common Elements.
9. To employ workmen and purchase supplies and equipment, to enter into contracts, and generally to have the powers of Managers in connection with the matters hereinabove set forth.
10. To bring and defend actions by or against more than one unit owner and pertinent to the operation of the Condominium. The Board may, in its discretion, fund the cost of any such

litigation out of the common charge assessments. The Board shall also have the right to engage in any litigation it deems necessary to carry out the provisions of the Declaration of the Condominium and these By-Laws and may fund the cost of such litigation out of the common charge assessments. Without limiting the foregoing, the Board may engage in litigation pertaining to the maintenance and operation of the common elements.

11. To purchase any Unit at a foreclosure sale on behalf of all Unit owners.

12. To acquire Units in foreclosure or as a result of abandonment and to take any and all steps necessary to repair or renovate any unit so acquired and to vote as unit owner, offer such unit for sale or lease or take any other steps regarding such Unit as shall be deemed proper by the Board of Managers.

13. To grant utility or other easements as may, at any time, be required for the benefit of the Condominium and unit owners without the necessity of consent thereto, or joinder therein, by the unit owners or any mortgagee.

14. To act as an agent of each unit owner who has given his written authorization to complain or apply to the local and county real estate assessment agency board of review by filing a single complaint on behalf of a such unit owners pursuant to the applicable sections of the Real Property Tax Law. The Board of Managers may retain legal counsel on behalf of all unit owners for which it is acting as agent and charge all such unit owners a pro rata share of expenses, disbursements, and legal fees for which charges the Board of Managers shall have a lien pursuant to these By-Laws.

15. Real estate taxes will be included in the common charges and paid by the board on behalf of the condominium until the units are separately assessed.

16. Although the board of managers has sole authority to enforce the rights of the condominium there is one exception. When it is sixty (60) days before the expiration of the statute of limitations or the board has not enforced such rights after reasonable notice and opportunity, the unit owners are empowered to enforce such rights on behalf of the condominium.

(b) The Board of Managers may, by resolution or resolutions, passed by a majority of the whole Board, designate one or more committees, each of such committees to consist of at least three (3) Managers or unit owners one of whom shall be a Manager, which to the extent provided in said resolution or resolutions, shall have and may exercise the powers of the Board of Managers in the management of the business and affairs of the Condominium and may have power to sign all papers which may be required, provided the said resolution or resolutions shall specifically so provide. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Managers. Committees

established by resolution of the Board of Managers shall keep regular minutes of their proceedings and shall report the same to the Board as required.

(c) Notwithstanding anything to the contrary contained in these By-Laws, for two years after the filing of the Condominium Declaration or whenever the sponsor owns less than 5% of the common interest, whichever is less, the Board of Managers may not, without the Sponsor's prior written consent (i) make any addition, alteration or improvements to the common elements or to any units, (ii) assess any common charge for the creation of, or addition to or replacement of all or part of a reserve for contingencies provided in the estimate of receipts and expenses for the first year of operation set forth in Schedule B of the Plan of Condominium Ownership or (iii) hire any employee in addition to the employees referred to in the Plan of Condominium Ownership or (iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date of the first closing of title to a unit or (v) borrow money on behalf of the Condominium.

(d) During any period that the Sponsor controls the board, the board of managers may not enforce (as a result of sponsor's control thereof) the obligations of the sponsor under the Plan or as otherwise required by law. During the period that the Sponsor controls the board, the Sponsor agrees that it will enforce such obligations pursuant to a resolution passed by a majority of the unit owners excluding the sponsor at a special meeting called for such purpose.

Section 5. Compensation. Managers and officers, as such shall receive no compensation for their services.

Section 6. Repairs and Maintenance. All maintenance, repairs and replacement to the common elements of the Condominium including but not limited to exterior walls, roof and roof members as well as all maintenance, repairs and replacement to any pipes, wires, conduits, cables and public utility lines, any portion of which is located in one unit and services another unit or more than one unit or so much of any pipes, wires, cables, conduits and public utility lines as are located in the common elements but service one or more units shall be made by the Board of Managers and the cost thereof shall be a common expense. The Board of Managers shall repair all plumbing stoppages and electrical problems occurring in the common elements.

Except as is otherwise specifically provided, all maintenance to the units, including electrical repairs, plumbing stoppages, window cleaning, painting and decorating in the units, and repairs and replacements to the units including windows and doors (including all glass breakage), and repairs to pipes, wires, cables and conduits located in and servicing the same unit, other than as set forth above, shall be made by the respective unit owners at their own expense.

All irrevocably restricted common elements shall be maintained and repaired by the Unit owner to whom such common element is restricted in use. However, the Board of Managers shall repair or replace any pipes, wires, conduits, cables and public utility lines located underground or overhead any irrevocably restricted common element, except where such repair

or replacement is necessitated because of the negligence or misuse or neglect of the unit owner to which the common element is restricted in use, in which event such cost and expense shall be assessed to and paid for by such unit owner. Due to the location and nature of the limited common element parking spaces, these parking spaces shall be maintained by the Condominium not the individual owners.

The Board of Managers and its agents, employees, and contractor's shall have a right of access to any unit and to all portions of the common elements for carrying out any of its obligations under these By-Laws or the Declaration of the Condominium. All repairs, painting or (except as unit owners), and that each unit owner's liability there under shall be limited to such proportion of the total liability there under as his interest in the common elements bears to the interest of all unit owners in the common elements. The indemnification liability of the unit owner shall be several and not join and several.

ARTICLE IV

Officers

Section 1. Elective Officers. The officers of the Condominium shall be chosen by the Board of Managers and shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Managers may also choose one or more Assistant Secretaries and Assistant Treasurers and such other officers as in their judgment may be necessary. All officers must be either members of the Board of Managers or Unit Owners. Two or more offices may not be held by the same person.

Section 2. Election. The Board of Managers, at its first meeting after each annual meeting of Unit owners, shall elect a President, a Vice President, a Secretary and a Treasurer. Only the President must be a member of the Board.

Section 3. Appointive Offices. The Board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

Section 4. Term. The officers shall hold office for the term to which they are elected and appointed and until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Managers may be removed with or without cause, at any time, by the affirmative vote of a majority of the whole Board of Managers. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Managers.

Section 5. The President. The President shall be the chief executive officer of the Condominium; he shall preside at all meetings of the Unit Owners and the Board of Managers, shall be an ex-officio member of all standing committees, shall have general and active management of the business of the Condominium, shall see that all orders and resolutions of the Board are carried into effect and shall have such other powers and duties as are usually vested in the office of President of a corporation organized under the Not-for-Profit Corporation Law of the State of New York.

Section 6. The Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act and shall have such other powers and duties as are usually vested in the office of Vice President of a corporation organized under the Not-for-Profit Corporation Law of the State of New York.

Section 7. The Secretary. The Secretary and/or Assistant Secretary shall attend all sessions of the Board and all meetings of Unit Owners and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of Unit Owners and special meetings of the Board of Managers, and shall perform such other duties as may be prescribed by the Board of Managers or by the President, under whose supervision he shall be.

Section 8. The Treasurer. The Treasurer shall have the custody of the Condominium funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Condominium including the vouchers for such disbursements, and shall deposit all monies and other valuable effects in the name and to the credit of the Condominium in such depositories as may be designated by the Board of Managers.

He shall disburse the funds of the Condominium as he may be ordered by the Board, making proper vouchers for such disbursements and shall render to the President and Directors, at the regular meetings of the Board or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Condominium.

He shall keep detailed financial records and books of accounts of the Condominium, including a separate account for each Member, which, among other things, shall contain the amount of each assessment, the date when due, the amounts paid thereon and the balance remaining unpaid.

Section 9. Agreements, etc. All agreements and other instruments shall be executed by the President or such other person as may be designated by the Board of Managers.

ARTICLE V

Unit Owners

Section 1. (a) Within 30 days after (i) the Sponsor's conveyance of title to all units or (ii) the first anniversary of the date of filing the Declaration, whichever shall first occur, the Sponsor shall call the first meeting of unit owners for the election by all unit owners (including Sponsor) of a three member Board of Managers.

(b) Annual meetings of unit owners shall be held March 30th each year beginning in the year following the first meeting of unit owners held pursuant to Section I(a) unless another date is chosen by the Board of Managers.

(c) So long as the Sponsor of the Condominium or its designee shall continue to own at least one unit, the Sponsor or its designee shall have the right to elect one of the three members of the Board of Managers. Members of the Board of Managers elected by the Sponsor or its designee shall serve a term of one year. All other members of the Board of Managers shall be elected by the Unit owners. The Unit owners may transact such other business at such meetings as may properly come before them.

Section 2. Meetings of the Unit owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the Unit owners as may be designated by the Board of Managers.

Section 3. It shall be the duty of the president to call a special meeting of the Unit owners if so directed by resolution of the Board of Managers or upon a petition signed and presented to the Secretary by not less than 25% in common interest, in the aggregate, Unit owners. The notice of special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. It shall be the duty of the Secretary to mail or deliver a notice of each annual or special meeting of the unit owners, at least ten days but not more than twenty days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each unit owner of record, at the building or at such other address as such unit owner shall have designated by notice in writing to the Secretary. If the purpose of any meeting shall be to act upon a proposed amendment to the Declaration or to these By-Laws, the notice of meeting shall be mailed at least thirty days prior to such meeting. The mailing of a notice of meeting in the manner provided for in this section shall be considered service of notice.

Section 5. If any meeting of Unit owners cannot be held because a quorum has not attended, a majority in common interest of the Unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 6. The order of business at all meetings of the unit owners shall be as follows:

- (a) Roll Call
- (b) Proof of notice of meeting
- (c) Reading of Minutes of preceding meeting
- (d) Reports of Officers
- (e) Report of Board of Managers
- (f) Reports of Committees
- (g) Election of inspectors of election
- (h) Election of Board of Managers (when so required)
- (i) Unfinished business
- (j) New Business

Section 7. Title to Units may be taken in the name of an individual or in the name of two or more persons, as tenants in common or as joint tenants or as tenants by the entirety, or in the name of a corporation or in the name of a fiduciary.

ARTICLE VI

Notices

Section 1. Definition. Whenever under the provisions of the Declaration or of these By-Laws, notice is required to be given to the Board of Managers or to any Manager or Unit Owners, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letterbox in a postpaid sealed wrapper, addressed to the Board of Managers, such Manager or owner at such address as appears on the books of the Condominium.

Sections 2. Service of Notice-Waiver. Whenever any notice is required to be given under the provisions of the Declaration, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

ARTICLE VII

OPERATION OF THE PROPERTY

Section 1. The Board of Managers shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of common charges payable by the unit owners to meet the common expenses of the Condominium, and allocate and assess such common charges and expenses among the unit owners according to their respective common interest. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of these By-Laws.

The common expenses also include such amounts as the Board of Managers may deem proper of the operation and maintenance of the property, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Managers or its designee, corporate or otherwise, on behalf of all unit owners, of any unit whose owner has elected to sell or lease such unit or of any unit which is to be sold at a foreclosure or other judicial sale.

A separate fund for future capital repairs and improvements shall be established. It will be funded yearly at 10% of the budget for that year. These funds shall be maintained in an account separate and apart from the yearly expenses. These funds shall not be used for normal yearly repair and maintenance.

The Board of Managers shall advise all unit owners, promptly, in writing, of the amount of common charges and expenses payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of such budget on which the common charges and expenses are based, to all unit owners. Until the Sponsor has conveyed title to all the units to purchasers, the Board of Managers can reduce the amount of common charges allocated to the units and payable by unit owners (including the Sponsor or its designee as owners of any unsold units) provided that so long as the Sponsor or its designee controls the Board of Managers the common charges will not be reduced below the amount necessary to operate the Property with the services to be provided as set forth in the Plan of Condominium Ownership.

Section 2. The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance: (i) fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the building (including all of the units and the bathroom and kitchen fixtures installed therein on the date of recordation of the Declaration, partitions, flooring and ceilings within the units, but not including furniture, furnishings or other personal property provided or installed by unit owners), together with all service machinery contained therein and covering the interests of the Condominium, the Board of Managers and all

unit owners and their mortgagees, as their interest may appear, in an amount equal to the full replacement value of the Building (exclusive of excavation and foundations), without deduction for depreciation; each of said policies shall contain a New York Standard mortgagees clause in favor of each mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee hereinafter set forth; (ii) public liability insurance; (iii) water damage legal liability insurance; (iv) rent insurance in an amount equal to the aggregate common charges and expenses payable to the Board of Managers; and (v) such other insurance as the Board of Managers may determine.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based upon co-insurance or a pro-rata reduction of liability or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insured, including all mortgagees of units.

Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Units at least ten (10) days prior to the expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Managers shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the Building, including all of the units and all of the common elements therein, without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this section.

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, the managing agent, the manager, and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Managers shall review such limits once each year.

While the sponsor controls the board of managers, the insurance coverage cannot be less than what is required by Part 20 or Title 13 NYCRR

Unit owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any additional insurance carried by any unit owner.

Section 3. In event of damage to or destruction of the Building as a result of fire or other casualty (unless such damage or destruction shall give a unit owner or lienor a right of partition as provided by Article 9-B of the Real Property Law of the State of New York), the Board of Managers shall arrange for the prompt repair and restoration of the building (including any

damaged units, and any kitchen or bathroom fixtures installed therein on the date of the recording of the Declaration, partitions, flooring and ceilings within the units but not including any wall ceiling, or floor decorations or coverings or other furniture, furnishings fixtures or equipment installed by unit owners in the units), and the Board of Managers shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Managers may assess all the unit owners for such deficit as part of the common charges.

If, as a result of the damage to or destruction of the Building, by fire or other casualty, the Property becomes subject to an action for partition at the suit of any unit owner or lienor as if owned in common, in accordance with the provisions of Article 9-B of the Real Property Law of the State of New York, the property will not be repaired and the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) shall be divided by the Board of Managers among all unit owners in proportion to their respective common interests, after first paying out of the share of each unit owner the amount of unpaid liens on his unit, in the order of the priority of such liens.

Sections 4. All unit owners shall be obligated to pay the common charges assessed by the Board of Managers pursuant to the provisions of this Article at such time or times as the Board of Managers shall determine.

No unit owner shall be liable for the payment of any part of the common charges assessed against his unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of Article IX of these By-Laws) of such unit, together with the appurtenant interests.

In addition, any unit owner may, subject to the terms and conditions specified by these By-Laws, provided that his unit is free and clear of liens and encumbrances other than a permissible mortgage and the statutory lien for unpaid common charges, convey his unit, together with the appurtenant interest to the Board of Managers, or its designee, corporate or otherwise, on behalf of all other unit owners, and in such event be exempt from common charges thereafter assessed.

A purchaser of a unit be liable for the payment of common charges assessed against such unit prior to the acquisition by him of such unit, except that a mortgagee or other purchaser of a unit at a foreclosure sale of such unit shall not be liable for and such unit shall not be subject to a lien for the payment of common charges assessed prior to the foreclosure sale.

Section 5. The Board of Managers shall assess common charges against the unit owners from time to time and at least annually and shall take prompt action to collect any common

charges due from any unit owner which remains unpaid for more than 30 days from the due date for payment thereof.

Section 6. In the event of default of by any unit owner in paying to the Board of Managers the common charges as determined by the Board of Managers, such unit owner shall be obligated to pay interest at the legal maximum rate on such common charges from the due date thereof, together with all expenses, including attorney's fees, incurred by the Board of Managers in any proceeding brought to collect such unpaid common charges. The Board of Managers shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorney's fees, in an action to recover the same brought against such unit owner, or by foreclosure of the lien on such unit granted by section 339-z of the Real Property Law of the State of New York, in the manner provided in Section 339-aa thereof.

The Sponsor will cause the Board of Managers to file a lien as provided in Section 339-aa of the Real Property Law on the Units in which the Sponsor is more than 30 days in arrears of common charges while it is in control of the Board of Managers.

Section 7. In any action brought by the Board of Managers to foreclose a lien on a unit because of unpaid common charges, the unit owner shall be required to pay a reasonable rental for the use of his unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Managers, acting on behalf of all unit owners, shall have the power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to (except that such votes shall not be cast by the Board of Managers for the election of any members of the Board of Managers), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintained without foreclosing or waving the lien securing the same.

Section 8. The Board of Managers shall promptly provide any unit owner so requesting the same in writing, with a written statement of all unpaid common charges due from such unit owner.

Section 9. The violation of any rule or regulation adopted by the Board of Managers, or the breach of any By-Laws contained herein, or the breach of any provisions of the Declaration, shall give the Board of Managers the right, in addition to any other rights set forth in these By-Laws: (a) to enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Managers shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 10. All maintenance of and repairs to any unit, structural or non-structural, ordinary or extraordinary, (other than maintenance of and repairs to any common elements contained therein, and not necessitated by the negligence, misuse or neglect of the owner of such unit) shall be made by the owner of such unit. Each unit owner shall be responsible for all damages to any and all other units and/or to the common elements, that his failure to maintain or repair may engender.

All maintenance, repairs and replacements to the common elements, whether located inside or outside of the units, shall be charged directly to the unit owners, except as the Board of Managers shall otherwise determine.

Section 11. All maintenance, repairs and replacements to the air conditioning system, the heating system and the hot water heater servicing a unit shall be made by the unit owner at the unit owner's expense.

Section 12. In order to provide for congenial occupancy of the Property and for the protection of the values of the units, the use of the property shall be restricted to and shall be in accordance with the following provisions:

(a) The Units shall be used by Unit owners (other than the Sponsor) for residences only and in compliance with the occupancy restrictions imposed and as amended from time to time. While the Sponsor or its designee owns a unit, it shall have the right to use such unit for general and sales office purposes and as a sales model. Except upon the prior written consent of the Board of Managers, occupants of a unit must be members of the family of the unit owner or lessee (or if the unit owner is a partnership, a corporation or a trust, members of the family of a partner or of an officer, director, shareholder or employee of the corporation or of the beneficiary of the trust, as the case may be), but not more than one family may occupy a unit at one time. "Members of the family" as used herein shall be deemed to mean spouse, parents, parents-in-law, brothers, sisters, children and grandchildren.

(b) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which unreasonably interferes with the peaceful possession or proper use of the Property by its residents or occupants.

(c) No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the unit owners or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the property.

(d) No portion of a Unit (other than the entire unit) may be rented, and no transient tenants may be accommodated therein.

(e) Rules and regulations concerning the use of the units may be promulgated and amended from time to time by the Board of Managers provided that copies of such rules and regulations are furnished to each unit owner no less than 5 days prior to the time that they become effective.

(f) The condominium has adopted the following smoking policy in compliance with New York City Local Law 147. Smoking is prohibited in all of the common areas of the condominium. The common areas include but are not limited to the stairways leading to and from the units, the sprinkler room, the outdoor parking areas and the outdoor front of the building to the property line. The unit owners may smoke in their units as well as the outdoor limited common element areas such as terraces and rooftop terraces so long as it does not create a nuisance to the other units. A nuisance shall be defined as infiltration of smoke or smoke odors into the units.

Section 13. Whenever, in the judgment of the Board of Managers the common elements shall require additions, alterations or improvements costing in excess of \$1,000. And the making of such additions, alterations or improvements shall have been approved by 66 2/3% of the unit owners present in person and/or by proxy and voting at a meeting duly held in accordance with these By-Laws, and by the representative or representatives, if any, appointed pursuant to Section 5 of Article VIII hereof by the holders of mortgages constituting first liens upon units, the Board of Managers shall proceed with such additions, alterations or improvements and shall assess all unit owners for the cost thereof as a common charge. Any additions, alterations or improvements costing \$1,000 or less may be made by the Board of Managers without approval of the unit owners, or the representative or representatives, if any, of mortgagees of units and the cost thereof shall constitute part of the common expenses.

Section 14. No unit owner shall make any structural addition, alteration or improvement in or to his unit and/or his limited common element (terrace, balcony, parking space), without the prior written consent thereto of the Board of Managers. The Board of Managers shall have the obligation to answer any written request by a unit owner for approval of a proposed structural addition, alteration or improvement in such unit owner's unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Managers to the proposed addition, alteration or improvement. Any application to any governmental authority having or asserting jurisdiction for a permit to make an addition, alteration or improvement in or to any unit shall be executed by the Board of Managers only, without, however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor, material man, architect or engineer on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to

property arising there from. The provisions of this section 14 shall not apply to a unit owned by the Sponsor or its designee until a deed to such unit has been delivered to a purchaser thereof.

The Board of Managers will execute any application or other document required to be filed with any governmental authority having or asserting jurisdiction in connection with any such installation or structural addition, alteration or improvement made by the Sponsor or its designee to any unit provided, however, that neither the Board of Managers nor the unit owners other than the Sponsor or its designee shall be subjected to any expense or liability by virtue of the execution of the application or such other document.

Section 15. (a) A unit owner shall not place or cause to be placed in the common areas or common facilities, other than the areas designated as storage areas, any furniture, packages or objects of any kind.

(b) The common elements and facilities shall be used only for those purposes for which they are reasonably suited and capable. No unit owner shall make any addition, alteration, improvement or change in or to any common element without the prior written consent of the Board of Managers.

(c) While the Sponsor or its designee owns any unit, it shall have the right to maintain general and sales offices on or about the Property, to have its employees present on the Property, to use the common elements and to do all things necessary and appropriate to sell units, to complete construction of the Building and to comply with its obligations under the Plan of Condominium Ownership, including but without being limited to, the right to erect and maintain signs on the common elements. Sponsor shall be obligated to repair and maintain the portions of the Property used by it for such purposes so long as such used by the Sponsor shall continue.

Section 16. A unit owner shall grant a right of access to his unit to the manager and/or the managing agent and/or any other person authorized by the Board of Managers, the manager of the managing agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his unit and threatening another unit or the common element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common elements in his unit or elsewhere in the Building, or to correct any condition which violates the provisions of any mortgage covering another unit, providing that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the unit owner and further provided that such right shall be exercised in such manner as will no unreasonable interfere with the use of the units for residential purposes. In case of an emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not.

Section 17. Rules and regulations concerning the use of the units and the common elements may be promulgated and amended by the Board of Managers. Copies of such rules and regulations shall be furnished by the Board of Managers to each unit owner prior to the time

when the same shall become effective. Initial rules and regulations, which shall be effective until amended by the Board of Managers, are annexed hereto and made a part hereof as Schedule A.

Section 18. Electricity shall be supplied by the public utility company serving the area directly to each unit through a separate meter and each unit owner shall be required to pay the bills for electricity consumed or used in his unit directly to the utility company. The cost of electricity for the public spaces outside the units, including but not limited to the hallways and walkways, as measured by one or more building meters, will be borne by the unit owners and will be included in the common charges.

Section 19. The condominium offering plan allows the sponsors and purchasers to rent the units. Therefore, there might be a number of Unit owners who do not occupy their dwelling units. The provisions of Real Property Law Section 339-kk applies in such circumstances.

Section 20. Handicap Parking Requirements.

One Parking space at the condominium development has been assigned as a handicap accessible parking space as required by law.

“Parking Unit P8 has been designated as a handicapped parking unit and will be the last parking unit sold if it has not previously been sold to a purchaser who themselves or a member of their family has a vehicle with handicapped plates. The purchase of Parking Unit P8 and any subsequent sale or transfer of it is subject to the following covenants and restrictions in the deed:

In the event the present or future owner of a unit in the condominium, or a member of his or her family residing in the unit, becomes handicapped and acquires handicapped plates for his or her vehicle, and said unit owner is the owner of the parking unit, said unit owner has the right to demand that the owner of the Parking Unit P8 trade the handicapped parking unit he/she owns with said handicapped owner.

In the event the present or future owner of a unit or member of his or her family member residing in the unit, becomes handicapped and said unit owner does not own a parking unit, said unit owner has the right to demand that the owner of Parking Unit P8 sell it at then current, fair market value to said handicapped owner. All costs and expenses entailed in the transfer of title to the parking units, including without limitation, title abstracts, title insurance, transfer taxes and recording fees and reasonable attorney fees shall be borne by the party requesting the transfer.

The owner of Parking Unit P8 must comply with the aforementioned demand upon thirty (30) days written notice.

If the parties cannot agree within thirty (30) days on the fair market value of the handicapped accessible parking space, then the matter shall be referred to the American Arbitration Association for binding arbitration on this matter. Arbitration before the American Arbitration Association (located at 140 West 51st Street, New York, New York 10020, phone

number 212-484-4000) is commenced by submitting a request for arbitration containing a brief statement of the dispute; names, addresses, and telephone numbers of all parties; and the names and representatives of the parties, if any. The results of said arbitration shall be binding and may be legally enforceable by either party.

3. All costs and expenses entailed in the transfer of title to a parking space pursuant to either of the foregoing clauses shall be borne by the party requesting the transfer. Such costs and expenses shall include, but not limited to title abstract, title insurance, New York City and New York State transfer taxes and recording fees, attorney's fee for either party, the condominium, and any mortgage lender reviewing the documents; and any fee charged by a mortgage lender for release of the parking space or for substitution of collateral.

4. The owner of a handicapped accessible parking space shall comply with a demand pursuant to this section within thirty (30) days after receipt of written notice thereof. Notice pursuant to this section shall be delivered by hand delivery, certified or registered mail, return receipt requested or by an overnight delivery service. Alternate means of delivery may be used where written acknowledgement of such delivery is delivered by the party receiving such notice.

ARTICLE VIII

MORTGAGES

Section 1. A unit owner who mortgages his unit shall notify the Board of Managers of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Managers. The Board of Managers shall maintain such information in a book entitled "Mortgages of Units".

Section 2. The Board of Managers, whenever so requested in writing by a mortgagee of a unit, shall promptly report any unpaid common charges due from, or any other default by, the owner of the mortgaged Unit.

Sections 3. The Board of Managers, when giving notice to a unit owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has theretofore been furnished to the Board of Managers.

Section 4. Each unit owner and each mortgagee of a unit shall be permitted to examine the books of account of the condominium at reasonable times, on business days, but not more than once a month.

Section 5. The holders of mortgages constituting first liens on the units may, at their election, appoint one or more (but not more than three) representatives who shall be empowered to act on behalf of all mortgagees (first or subordinate) with respect to any matter requiring the consent or approval of mortgagees under the Declaration or these By-Laws. If such

representative or representatives are appointed and written notice thereof given to the Board of Managers the act of such representative or representatives shall be deemed binding upon the holders of all mortgages which are liens on units. If no such representative shall be appointed or written notice of the appointment shall not be given to the Board of Managers then notwithstanding any other provision of the Declaration of these By-Laws, the consent of mortgagees shall not be required to any act of the Board of Managers or the unit owners.

Section 6. Mortgagees and guarantors of the mortgage on any unit in the condominium project will receive timely written notice of the following:

- a. Any condemnation or casualty loss that affects either a material portion of the project or the unit securing the mortgage;
- b. Any 60 day delinquency in the payment of assessments or changes 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 condominium association;
- d. Any proposed action that requires the consent of a specified percentage of mortgagees.

ARTICLE IX

Sales, Leases and Mortgages of Units

Section 1. (a) No unit owner may sell his unit or any interest therein except by complying with the following provisions:

Any unit owner who receives a bona fide offer (hereinafter called an "Outside Offer") for the sale of his unit together with: (i) the undivided interest in the common elements appurtenant hereto; (ii) the interest of such unit owner in any units theretofore acquired by the Board of Managers, or its designee, on behalf of all unit owners, or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such unit owner in any other assets of the Condominium (hereinafter called the "Appurtenant Interests"), which he intends to accept, shall give notice to the Board of Managers of such offer and of such intention, the name and address of the proposed purchaser, and such other information as the Board of Managers may reasonably require.

Such deed to an Outside Offeror 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.

(b) No unit owner may lease his unit except by complying with the following provisions:

Any unit owner who receives a bona fide offer for a lease of his unit which he intends to accept shall give notice to the Board of Managers of such offer and of such intention, the name and address of the proposed lessee, references and such other information as the Board of Managers may reasonably require.

Any such lease shall be consistent with these By-Laws.

The Board of Managers shall have the right to terminate the lease on not less than 30 day's prior written notice upon the foreclosure of the lien granted by Section 339-z of the Real Property Law of the State of New York. Except as hereinbefore set forth, the form of any such lease shall be the then current form of apartment lease recommended by the Real Estate Board of New York, Inc. With such modifications as shall be approved in writing by the Board of Managers.

Any purported lease of a unit in violation of this section shall be voidable at the election of the Board of Managers and if the Board should so elect, the unit owner shall be deemed to have authorized and empowered the Board of Managers to institute legal proceedings to evict the purported tenant in the name of the said unit owner as the purported landlord.

Any purported sale of a unit in violation of this Section shall be voidable at the election of the Board of Managers.

Section 2. No unit owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interest, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all units.

Section 3. Any unit owner shall be free to convey or transfer his unit by gift, or to devise his unit by will, or to pass the same by intestacy, without restriction.

Section 4. No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his unit unless and until he shall have paid in full to the Board of Managers all unpaid common charges and expenses theretofore assessed by the Board of Managers against his unit and until he shall have satisfied all unpaid liens against such unit, except permitted mortgages.

Section 5. Each unit owner shall have the right to mortgage his unit without restriction provided that any such mortgage shall be substantially in the form of the New York statutory

form of mortgage, except for such changes or additions as may be necessary in order to permit a particular bank, trust company, insurance company, savings and loan association or other institutional lender to make the mortgage loan.

Section 6. This article IX of the By-laws shall not apply to sales or rentals made by the Sponsor. The Board of Managers shall not have any control over the sale, rental or other disposition of Sponsor owned Units.

ARTICLE X

Condemnation

In the event of a taking in condemnation or by eminent domain of part or all of the common elements, the award made by such taking shall be payable to the Board of Managers. If 75% or more in number and common interest of the Unit owners duly and promptly approve the repair and restoration of such common elements, the Board of Managers shall arrange for the repair and restoration of such common elements, and the Board of Managers shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments.

In the event that 75% or more in number and common interest of the Unit owners do not duly and promptly approve the repair and restoration of such common elements, the Board of Managers shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds of insurance proceeds when there is no repair or restoration of the damage as provided by these By-Laws.

Notwithstanding the above, any action to terminate the legal status of the project after substantial destruction or condemnation occurs or for any other reason, mortgagees that represent at least 51% of the votes of the unit estate that are subject to mortgages must agree to such action being taken.

No provision of the condominium project documents gives a unit owner or any other party priority over any rights of the first mortgagee of the condo unit pursuant to its mortgage in the case of payment to the unit owner of insurance proceeds or condemnation awards for losses to or a taking of condo units and/or common elements.

ARTICLE XI

Records

The Board of Managers or the managing agent shall keep detailed records of the actions of the Board of Managers and the managing agent, minutes of meetings of the Board of Managers, minutes of the meetings of unit owners, and financial records and books of account of

the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account of each unit, which among other things, shall contain the amount of each assessment of common charges against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid.

An annual report of the receipts and expenditures of the Condominium audited by an independent certified public accountant shall be rendered by the Board of Managers to all unit owners and to all mortgagees of units who have requested the same, promptly after the end of each fiscal year and no later than March 31 of the subsequent year. The cost of such report shall be paid by the Board of Managers as a common expense.

ARTICLE XII

AMENDMENTS

These By-Laws may be altered, amended or added to at any duly called meeting of unit owners, provided: (1) that the notice of the meeting shall contain a full statement of the proposed amendment and (2) that the amendment shall be approved by vote of eighty percent (80%) of the Unit owners in number and common interest; and (3) said amendment shall be set forth in a duly recorded amendment to the Declaration. However, no amendment will affect or impair the validity or priority of the unit owners' interests and the interests of holders of a mortgage encumbering a unit or Units.

Implied approval of a mortgagee is assumed when a mortgagee of a unit fails to submit a response to any written proposal for an amendment within 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.

The provisions of the By-Laws affecting the Sponsor and Sponsors rights may not be amended without the consent in writing of the Sponsor or its designee so long as the Sponsor or its designee shall be the owner of one (1) or more Units.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. All notices hereunder shall be sent by registered or certified mail to the Board of Managers c/o the Managing agent, or if there is no managing agent, to the office of the Board of Managers or to such other address as the Board of Managers may hereafter designate from time to time, by notice in writing to all unit owners and to all mortgagees of units.

All notices to unit owners shall be sent by registered or certified mail to the Building or to such other address as may have been designated by him from time to time, in writing, to the Board of Managers. All notices to mortgagees of units shall be sent by registered or certified

mail to their respective addresses, as designated by them from time to time, in writing, to the Board of Managers.

All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

Section 2. Severability. Should any of the covenants, terms or provisions herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of these By-Laws shall, nevertheless, be and remain in full force and effect.

Section 3. These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Laws of the State of New York. In case any of these By-Laws conflict with the provisions of the Statute or the Declaration, the provision of the Statute or of the Declaration, whichever the case may be, shall control.

SECTION I

ESCROW AGREEMENT

AGREEMENT made this ____ day of _____, 20____, by and among _____ ("PURCHASER"), 3127 Ft Hamilton LLC ("SPONSOR"), as sponsor of the 271 McDonald Avenue Condominium offering plan ("Plan") and Anthony J. Carone, Esq. ("ESCROW AGENT").

WHEREAS, SPONSOR has filed the Offering Plan with the Attorney General to offer for sale condominium ownership interests at the premises located at 271 McDonald Avenue, Brooklyn, New York, subject to the terms and conditions set forth in the Plan; and

WHEREAS, ESCROW AGENT is authorized to act as an escrow agent hereunder in accordance with New York General Business Law ("GBL") Sections 352-c(2-b), 352-h and the New York Department of Law's regulations promulgated thereunder; and

WHEREAS, SPONSOR and PURCHASER desire that ESCROW AGENT act as escrow agent for deposits, down payments, and advances (referred to herein as "Deposit") pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein and other good and valuable consideration, the parties hereby agree as follows:

1. ESTABLISHMENT OF THE ESCROW ACCOUNT.

1.1. ESCROW AGENT shall establish an escrow account for the purpose of holding the Deposit made by PURCHASER pursuant to that certain purchase agreement for the purchase and sale of unit number ____ (the "Purchase Agreement") at _____ located at _____, in the State of New York ("Bank"), a bank authorized to do business in the State of New York. The escrow account will be entitled "Anthony J. Carone, Esq. Attorney Escrow Account ("Escrow Account").

1.2 ESCROW AGENT has designated the following attorneys to serve as signatory: Anthony J. Carone, Esq. All designated signatories are admitted to practice law in the State of New York.

All of the signatories on the Escrow Account have an address of 2055 Flatbush Avenue, Brooklyn, New York 11234, and a telephone number of (718) 444-3301.

1.3 ESCROW AGENT and all authorized signatories hereby submit to the jurisdiction of the State of New York and its Courts for any cause of action arising out of this Agreement or otherwise concerning the maintenance of or release of the Deposit from escrow.

1.4 Neither ESCROW AGENT nor any authorized signatories on the Escrow Account are the Sponsor, Selling Agent, Managing Agent (as those terms are defined in the Plan), or any principal thereof, or have any beneficial interest in any of the foregoing .

1.5 The Escrow Account is not an IOLA account established pursuant to Judiciary Law Section 497.

2. DEPOSITS INTO THE ESCROW ACCOUNT.

2.1 All Deposits received from PURCHASER prior to closing, whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be placed into the Escrow Account. All instruments to be placed into the Escrow Account shall be made payable directly to the order of Anthony J. Carone, Esq., as ESCROW AGENT, pursuant to the terms set forth in the Plan. Any instrument payable to, or endorsed other than as required hereby, and which cannot be deposited into such Escrow Account, shall be returned to 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 the Deposit, the instrument shall be deemed not to have been delivered to ESCROW AGENT pursuant to the terms of this Agreement.

2.2 Within five (5) business days after the Purchase Agreement has been tendered to ESCROW AGENT along with the DEPOSIT, ESCROW AGENT shall place the DEPOSIT into the Escrow Account. Within ten (10) business days of placing the DEPOSIT in the Escrow Account, ESCROW AGENT shall provide written notice to Purchaser and Sponsor, confirming the Deposit. Such notice shall set forth the Bank, the account number, and the initial interest rate earned thereon. If the PURCHASER does not receive notice within fifteen (15) business days after tender of the Deposit, the PURCHASER may cancel the Purchase Agreement within ninety (90) days after tender of the Deposit. Complaints concerning the failure to honor such cancellation requests may be referred to the New York State Department of Law, Real Estate Finance Bureau, 28 Liberty Street, New York, NY, 10005. Rescission shall not be afforded where proof satisfactory to the Attorney General is submitted establishing that the Deposit was timely placed in the Escrow Account in accordance with the New York State Department of Law's regulations concerning the Deposit and requisite notice was timely mailed to the Purchaser.

3. RELEASE OF FUNDS

3.1 Under no circumstances shall SPONSOR seek or accept release of the Deposit of PURCHASER to SPONSOR until after consummation of the Plan, as evidenced by the acceptance of a post-closing amendment by the New York State Department of Law. Consummation of the Plan shall not relieve SPONSOR or ESCROW AGENT of any obligation to PURCHASER as set forth in GBL §§ 352-e(2-b) and 352-h.

3.2 ESCROW AGENT shall release the Deposit to PURCHASER or SPONSOR as directed:

3.2.1 pursuant to terms and conditions set forth in the Purchase Agreement and this Agreement, upon closing of title to the unit;

3.2.2 in a subsequent writing signed by both SPONSOR and PURCHASER; or

3.2.3 by a final, non-appealable order or judgment of a court.

3.3 If Escrow Agent is not directed to release the Deposit pursuant to paragraph 3.2 above, and Escrow Agent receives a request by either SPONSOR or PURCHASER to release the Deposit, then Escrow Agent must give both the Purchaser and Sponsor prior written notice of not fewer than thirty (30) days before releasing the Deposit. If Escrow Agent has not received notice of objection to the release of the Deposit prior to the expiration of the thirty (30) day period, the Deposit shall be released and Escrow Agent shall provide further written notice to both PURCHASER and SPONSOR informing them of said release. If Escrow Agent receives a written notice from either PURCHASER or SPONSOR objecting to the release of the Deposit within said thirty (30) day period, Escrow Agent shall continue to hold the Deposit until otherwise directed pursuant to paragraph 3.2 above. Notwithstanding the foregoing, Escrow Agent shall have the right at any time to deposit the Deposit contained in the Escrow Account with the Clerk of the county where the unit is located and shall give written notice to both SPONSOR and PURCHASER of such deposit.

3.4 Sponsor shall not object to the release of the Deposit to:

3.4.1 Purchaser, if Purchaser timely rescinds in accordance with an offer of rescission contained in the Plan or an Amendment to the Plan; or

3.4.2 Purchaser after an Amendment abandoning the Plan is accepted for filing by the New York State Department of Law.

4. RECORDKEEPING.

4.1 ESCROW AGENT shall maintain all records concerning the Escrow Account for seven years after release of the Deposit.

4.2 Upon the dissolution of the law firm which was ESCROW AGENT, the former partners or members of the firm shall make appropriate arrangements for the maintenance of these records by one of the partners or members of the firm or by the successor firm and shall notify the New York State 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 Escrow Account under its direct supervision and control.

5.2 A fiduciary relationship shall exist between ESCROW AGENT and PURCHASER, and ESCROW AGENT acknowledges its fiduciary and statutory obligations pursuant to GBL §§ 352-e(2-b) and 352-h.

5.3 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.

6. RESPONSIBILITIES OF SPONSOR.

6.1 SPONSOR agrees that it shall not interfere with ESCROW AGENT'S performance of its fiduciary duties and statutory obligations as set forth in GBL §§ 352-e(2-b) and 352-h and the New York State Department of Law's regulations.

6.2 SPONSOR shall obtain or cause the selling agent under the Plan to obtain a completed and signed Form W-9 or W-8, as applicable, from PURCHASER and deliver such form to ESCROW AGENT together with the Deposit and Purchase Agreement.

7. TERMINATION OF AGREEMENT.

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

7.1.1 Written notice given by SPONSOR to ESCROW AGENT of cancellation of designation of ESCROW AGENT to act in said capacity, which cancellation shall take effect only upon the filing of an amendment to the Plan with the Department of Law providing for a successor escrow agent that meets the requirements set forth in applicable regulations of the New York State Department of Law. PURCHASER shall be deemed to have consented to such cancellation;

7.1.2 The resignation of ESCROW AGENT, which shall not take effect until ESCROW AGENT is replaced by a successor escrow agent that meets the requirements set forth in applicable regulations of the New York State Department of Law, and notice is given to PURCHASER of the identity of the successor escrow agent, the Bank in the State of New York where the Deposit is being held, and the account number therefor.

7.2 Upon termination of the duties of ESCROW AGENT as described in paragraph 7.1.1 or 7.1.2 above, ESCROW AGENT shall deliver the Deposit held by ESCROW AGENT and the Purchase Agreement and any other documents maintained by ESCROW AGENT relating to the Deposit to the successor escrow agent.

8. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon SPONSOR, PURCHASER, 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.

Prior to release of the Deposit, 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. ENTIRE AGREEMENT.

This Agreement, read together with GBL §§ 352-e(2-b) and 352-hand the New York State Department of Law's regulations, constitutes the entire agreement between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

ESCROW AGENT:
CARONE & ASSOCIATES, PLLC

By: _____
Anthony J. Carone, Esq.

SPONSOR
3127 FT. HAMILTON LLC

By: _____

PURCHASER
By: _____

SECTION J

NEW WARRANTY LAW

General Business Law Article 36-B

WARRANTIES ON SALES OF NEW HOMES

Section 777. Definitions

777-a. Housing Merchant Implied Warranty

778-b. Exclusion or Modification of Warranties

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

1. "Builder" means any person, corporation, partnership or other entity contracting with an owner for the construction or sale of a new home.
2. "Building code" means the uniform fire prevention and building code promulgated under section three hundred seventy-seven of the executive law, local building code standards approved by the uniform fire prevention and building code council under section three hundred seventy-nine of the executive law, and the building code of the city of New York, as defined in title twenty-seven of the administrative code of the city of New York.
3. "Constructed in a skillful manner" means that workmanship and materials meet or exceed the specific standards of the applicable building code. When the applicable building code does not provide a relevant specific standard, such term means that workmanship and materials meet or exceed the standards of locally accepted building practices.
4. "Material defect" means actual physical damage to the following load-bearing portions of the home caused by failure of such load-bearing portions which affects their load-bearing functions to the extent that the home becomes unsafe, unsanitary or otherwise unliveable: foundation systems and footings, beams, girders, lintels, columns, walls and partitions, floor systems, and roof framing systems.
5. "New home" or "home" means any single family house or for-sale unit in a multi-unit residential structure of five stories or less in which title to the individual units is transferred to owners under a condominium or cooperative regime. Such terms do not include dwellings constructed solely for lease, mobile homes as defined in section seven hundred twenty-one of this chapter, or any house or unit in which the builder has resided or leased continuously for three years or more following the date of completion of construction, as evidenced by a certificate of occupancy.
6. "Owner" means the first person to whom the home is sold and, during the unexpired portion of the warranty period, each successor in title to the home and any mortgagee in possession. Owner does not include the builder of the home or any firm under common control of the builder.

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

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

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

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

8. "Warranty date" means the date of the passing of title to the first owner for occupancy by such owner or such owner's family as a residence, or the date of first occupancy of the home as a residence, whichever first occurs.

Section 777-a. Housing Merchant Implied Warranty

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

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

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

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

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

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

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

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

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

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

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

5. Except as otherwise provided in section 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.

Section 777-b. Exclusion or Modification of Warranties

1. Except in the case of a housing merchant implied warranty, the builder or seller of a new home may exclude or modify all warranties by any clear and conspicuous terms contained

in the written contract or agreement of sale which call the buyer's attention to the exclusion or modification of warranties and make the exclusion or modification plain.

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

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

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

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

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

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

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

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

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

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

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

e. the clear and conspicuous identification of any parts or portions of the home or premises that are excepted or excluded from warranty coverage, and the standards that will be used to determine whether a defect has occurred; provided, however, that:

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

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

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

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

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

i. any limitations on or exclusions of consequential or incidental damages, and any limitations on the builder's and other warrantor's total liability, conspicuously expressed on the first page of the warranty. Notwithstanding the foregoing, a limited warranty shall not be construed to permit any limitation on or exclusion of property damage to the home proximately caused by a breach of the limited warranty, where the court finds that such limitation or exclusion would cause the limited warranty to fail of its essential purpose, except that such property damage may be limited by an express limitation on the builder's or other warrantor's total liability in accordance with the provisions of this paragraph.

5. a. This article shall not be construed to authorize or validate any covenant, promise, agreement or understanding which is void and unenforceable under section 5-322.1 of the general obligations law.

b. This article shall preempt any local law inconsistent with the provisions of this article. This article shall not preempt any builder subject to its provisions from complying with any local law with respect to the regulation of home builders except as expressly provided herein.

c. Nothing in this article shall be construed to repeal, invalidate, supersede or restrict any right, liability or remedy provided by any other statute of the state, except where such construction would, as a matter of law, be unreasonable.

SECTION K

CERTIFICATION OF SPONSOR

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

RE: 271 MCDONALD AVENUE CONDOMINIUM

The undersigned, 3127 Ft Hamilton LLC and Roy Raineri hereby certify as follows:

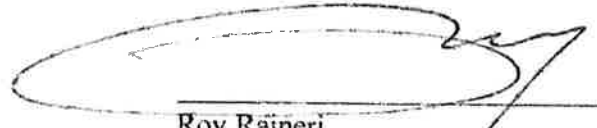
We are the sponsor and principal of the sponsor of the condominium offering plan for the captioned property. We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Attorney General in Part 20 and such other laws and regulations as may be applicable.

We have read the entire Offering Plan. We have investigated the facts set forth in the Offering Plan and the underlying facts. We have exercised due diligence to form a basis for 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:

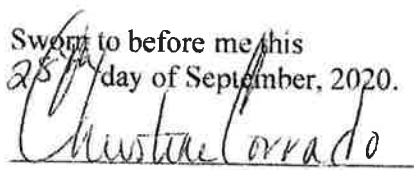
- (i) set forth the detailed terms of the transaction and be complete, current and accurate;
- (ii) afford potential investors, purchasers and participants an adequate basis upon which to found their judgment;
- (iii) not omit any material fact;
- (iv) not contain any untrue statement of a material fact;
- (v) not contain any fraud, deception, concealment, suppression, false pretense or fictitious or pretended purchase or sale;
- (vi) not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (vii) not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made to reasonable effort to ascertain the truth, or (d) did not have knowledge concerning the representations or statements made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. I understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

3127 Ft Hamilton LLC


By: Roy Rainer, member
Roy Raineri

Sworn to before me this
28th day of September, 2020.


Notary Public

CHRISTINE CORRADO
Notary Public, State of New York
No. 02FA5042202
Qualified in Richmond County
Commission Expires April 17, ~~2019~~
2023

SECTION L

**OO-2. CERTIFICATION BY ARCHITECT OR ENGINEER PURSUANT TO 13 NYCRR
20.4(C) (1)**

DESIGN STUDIO ASSOCIATES
Paul Lombardi, R.A.
527 Court Street Suite C3
Brooklyn, N.Y. 11231

April 13, 2021

New York State Department of Law
28 Liberty Street, 21st Floor
New York, New York 10005

RE: 271 McDonald Avenue Condominium
271 McDonald Avenue, Brooklyn, New York

The Sponsor of the Offering Plan to convert the captioned property to condominium ownership has retained our firm to prepare a report describing the construction of the property (hereinafter "the Report"). I examined the building plans and specifications prepared by Design Studio Associates, 527 Court Street, Brooklyn, New York 11231, dated March 22, 2019, August 8, 2019 October 15, 2019, January 21 2020 and January 11 2021 and prepared the Report dated April 13, 2021, a copy of which is intended to be incorporated into the Offering Plan, so that prospective purchasers may rely thereupon.

I am a Professional Architect licensed in the State in which the property is located.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the 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 as it will exist upon completion of construction, provided that construction is in accordance with the Plans and specifications that I examined;
- (ii) in my/our 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 construction, provided that construction is in accordance with the Plans and specifications that I examined;
- (iii) does not omit any material fact;
- (iv) does not contain any untrue statement of a material fact;
- (v) does not contain any fraud, deception, concealment, 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.



I declare under penalty of perjury under the laws of the State of New York and the United States of America that the foregoing is true and correct.

Executed on April 13, 2021 2021



SECTION M

D & D MANAGEMENT SERVICES CORP.
6725 13th AVENUE
BROOKLYN, NEW YORK 11219

Tel: 718-238-9879

EMAIL: ddmsc.dorina@gmail.com

Fax: 1-888-399-9554

**CERTIFICATION OF SPONSOR'S EXPERT ON ADEQUACY OF BUDGET PURSUANT
TO SECTION 20.4(d) OF THE REGULATION ISSUED
TO GENERAL BUSINESS LAW, ARTICLE 23-A, AS AMENDED**

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

Re: 271 McDonald Avenue Condominium
271 McDonald Avenue, Brooklyn, New York

To Whom It May Concern:

The sponsor of the condominium offering plan for the captioned property retained me/our firm to review Schedule(s) B and B-1, containing projections of income and expenses for the first year of condominium operation. Our experience in this field includes over fifteen years and the current management of fifty buildings and the sale of numerous condominium and rental properties. We are familiar with prices, practices and procedures in the area of this condominium.

I/We understand that I am/we are responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to Schedule(s) B and B-1.

I/We have reviewed the Schedule(s) and investigated the facts set forth in the Schedule(s) and the facts underlying it with due diligence in order to form a basis for this certification. I/We also have relied on my/our experience in managing residential buildings.

I/We certify that the projections in Schedule(s) B and B-1 appear reasonable and adequate under existing circumstances, and the projected income appears to be sufficient to meet the anticipated operating expenses for the projected first year of condominium operation.

I/We certify that the Schedule(s):

(i) sets forth in detail the projected income and expenses for the first year of condominium operation;

(ii) affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

(iii) does not omit any material fact;

- (iv) does not contain any untrue statement of a material fact;
- (v) does not contain any fraud, deception, concealment, or suppression;
- (vi) does not contain any promise or representation as to the future which is beyond reasonable expectation or unwarranted by existing circumstances;
- (vii) does not contain any representation or statement which is false, where I/we:
- (vii) (a) knew the truth;
- (vii) (b) with reasonable effort could have known the truth;
- (vii) (c) made no reasonable effort to ascertain the truth; or
- (vii) (d) did not have knowledge concerning the representation or statement made.

I/We further certify that I am/we are not owned or controlled by the sponsor. I/We understand that a copy of this certification is intended to be incorporated into the offering plan. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of condominium operation.

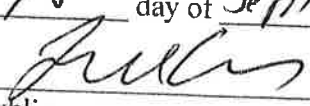
This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. I/We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Very truly yours,

D&D Management Services Corp.

By: 
Dorina Miletic-Guljas

Sworn to before me
on this 10 day of Sept, 2020


Notary Public

Frank J. Claps
Notary Public, State of New York
No. 24-4803025
Qualified in Richmond County
Commission Expires June 30, 2022