CONDOMINIUM OFFERING PLAN

73 WOODSIDE MANOR CONDOMINIUM

73-02 WOODSIDE AVENUE
WOODSIDE, NEW YORK 11377
COUNTY OF QUEENS

29 RESIDENTIAL UNITS……...$13,112,800.00
3 COMMUNITY FACILITY UNITS……$3,340,000.00
23 PARKING UNITS……...$999,000.00
TOTAL AMOUNT OF OFFERING……$17,442,800.00

The Condominium will include: (a) 29 Residential Units, (b) 3 Community Facility Units, and (c) 23 Parking Units, each of which are offered for sale pursuant to this Offering Plan.

SPONSOR	SELLING AGENT
73 M&C Realty LLC	**Winzone Realty Inc.**
42-45 77th Street	**81-15 Queens Boulevard, 2nd Floor**
Elmhurst, NY 11373	**Elmhurst, NY 11373**

Filing Date of this Offering Plan: _____, 2022. This Offering Plan may not be used after _____, 2023 unless this Offering Plan is extended by amendment.

SEE PAGE 1 FOR SPECIAL RISKS TO PURCHASERS.

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

BECAUSE SPONSOR IS RETAINING THE UNCONDITIONAL RIGHT TO RENT RATHER THAN SELL UNITS AFTER THE PLAN HAS BEEN CONSUMMATED, THIS OFFERING PLAN MAY NOT RESULT IN THE CREATION OF A CONDOMINIUM IN WHICH A MAJORITY OF THE UNITS ARE OWNED BY OWNER-OCCUPANTS OR INVESTORS UNRELATED TO THE SPONSOR. PURCHASERS FOR THEIR OWN OCCUPANCY MAY NEVER GAIN CONTROL OF THE CONDOMINIUM BOARD UNDER THE TERMS OF THIS OFFERING PLAN. (SEE THE SECTION OF THIS OFFERING PLAN ENTITLED "SPECIAL RISKS".)

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73 WOODSIDE MANOR CONDOMINIUM

PART I

SPECIAL RISKS

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

1. Sponsor is retaining the unconditional right to rent Units in the Building that are being offered under this Plan after the Plan has been declared effective and the First Unit Closing has been held. Until this Plan is abandoned, Sponsor will endeavor in good faith to sell fifteen percent (15%) of the Residential Units but makes no representation that it will execute Purchase Agreements to sell more than fifteen (15%) of the Residential Units. As Sponsor is not limiting the conditions under which it will rent rather than sell units, Sponsor may never sell all of the Units and Sponsor could control the Board indefinitely. See the section of the Plan entitled CONTROL BY THE SPONSOR

2. Sponsor has obtained no construction loan, but a bridge loan from Cathy Bank, having an address at 235 Fifth Avenue, New York, 10016. Sponsor's lender does not impose any limits on Sponsor's right to rent rather than sell Units after consummation of the Offering Plan. Sponsor is allowed to sell the units with release price at the greater of (1) 70% of gross sales price or (b) 110% of allocated loan amount. A bridge loan is not a construction loan. A bridge loan is a short-term loan used to bridge the gap between the purchase of a new property and the sale of an existing property. It is typically used in real estate transactions when a borrower wants to purchase a new property but hasn't yet sold their existing property or when the sale of the existing property is taking longer than expected. On the other hand, a construction loan is used to finance the construction of a new property, such as a condo building, a house, or a commercial building and is used to pay for the costs associated with the construction project, such as materials, labor, and permits. A bridge loan is also different from a construction loan in the aspect that bridge loans are usually repaid in a lump sum when the borrower's existing property is sold, while construction loans are repaid in installments as the construction project progresses. See the section of the Plan entitled CONTROL BY THE SPONSOR

3. 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. 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 section of the Plan entitled CONTROL BY SPONSOR.

4. Sponsor reserves the right to control the Board of Managers for a period of time

(the "Sponsor Control Period") by appointing a majority of the members of the Board until a date that is within thirty (30) days of the date on which the last Unsold Unit has been conveyed to a Purchaser, unless Sponsor voluntarily relinquishes such right prior to the expiration of the Sponsor Control Period. However, all of the Units may never be sold and the Sponsor could control the Board indefinitely. Sponsor may also continue to control the Board if it has sufficient votes to elect a majority of the members of the Board. The Sponsor is not obligated to sell more units after the Plan is declared effective, thus, Sponsor control may never end under the terms of this Plan. See the section of the Plan entitled CONTROL BY THE SPONSOR.

5. The Final Certificate of Occupancy has been issued on January 26, 2023. No unfinished Community Facility Unit will be delivered to purchasers.

6. Prospective Purchasers are advised that all deposits and Down Payments will be held in the escrow account maintained by Law Office of Z. Tan PLLC, as escrow agent (the "Escrow Account"). The Escrow Account is federally insured by the FDIC at the maximum amount of $250,000 per deposit. Purchasers making Down Payments in excess of $250,000 are advised that FDIC deposit insurance does not cover deposited monies in excess of this amount. Prospective Purchasers are also advised that if Purchasers have an account at the escrow bank, then the Purchaser's account balance factors into the $250,000 FDIC insurance limit. See the section of the Plan entitled PROCEDURE TO PURCHASE.

7. To the best of Sponsor's knowledge, as of the Filing Date of the Plan, Sponsor has sufficient resources to fund its obligations set forth in the Plan. No bond or other security has been furnished to secure Sponsor's obligations under the Plan, including without limitation those obligations specified in the "RIGHTS AND OBLIGATIONS OF SPONSOR" section hereof

8. Sponsor anticipates that the first closing of a Unit will occur by January 1, 2024. Purchasers will be offered a right of rescission if: (i) the actual date of closing of title to the first unit; or (ii) the projected date of closing of title to the first unit occurs later than January 1, 2025, twelve (12) months after the 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 twelve (12) months beyond that amended, later date. However, even if the first closing occurs before January 1, 2024, Sponsor may schedule the closings of title to other units significantly later than such date. Unless your Purchase Agreement contains an outside closing date, Sponsor is not obligated to schedule your closing within any specified time frame or to ensure that closing of title to your Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT. See the section of the Plan entitled PROCEDURE TO PURCHASE.

9. The First Year of Condominium operation is estimated to be January 1, 2024, through December 31, 2024. As in any new construction project, given the vagaries of the construction process, it is difficult to predict with precision the date Sponsor will first be able to close title to the Residential Units. Accordingly, it is a special risk of this Offering Plan that the First Residential Closing may occur sooner or later than the projected First Year of Condominium operation, and closing to certain Residential Units may occur

substantially before or after closing for other Residential Units. See the section of the Plan entitled PROCEDURE TO PURCHASE.

10. Prospective Purchasers will be required to execute, in duplicate, a Purchase Agreement substantially in the form set forth in Part II of this Plan, and deliver the Purchase Agreement to Sponsor together with a check equal to the sum of ten percent (10%) of the purchase price (the "Deposit"). All funds received from Purchasers whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be made payable to, or endorsed by Purchaser to the order of "Law Office of Z. Tan PLLC as Escrow Agent." See the section of the Plan entitled PROCEDURE TO PURCHASE.

11. There are numerous time constraints imposed in the Purchase Agreement set forth in Part II of this Offering Plan. TIME IS OF THE ESSENCE as to all such time constraints. This means that if the Purchaser fails to perform within the applicable time frame, he may waive substantive rights, or incur a forfeiture of substantial sums of money. Thus, a purchaser who fails to cure a default within thirty (30) days after receipt of written notice of said default, will both have the Contract canceled, and lose his down payment. Purchasers are advised to consult with their attorney concerning all terms of this offering. See the section of this Plan entitled PROCEDURE TO PURCHASE, and the PURCHASE AGREEMENT set forth in Part II, for a statement of all applicable time limitations.

12. Pursuant to the Geographic Targeting Order (the "Order") issued by the Acting Director of the Financial Crimes Enforcement Network ("FinCEN"), title companies are now required to collect and report information regarding purchasers in transactions where: (1) the purchaser is a legal entity as defined in the Order; (2) the purchaser purchases residential real property located in the areas defined in the Order; (3) the total purchase price is in the amount of Three Hundred Thousand Dollars ($300,000.00) 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. This affects all residential real property closings occurring on or after November 1, 2021 and until the expiration of the effective period of such Order (i.e., April 27, 2023, as of the date hereof, which date is subject to change by FinCEN. A copy of the Order is available here: chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.fincen.gov/sites/default/files/shared/Real%20Estate%20GTO_102622_Order_508.pdf.

13. A Purchaser may obtain financing from any lending institution or other source, but the Purchaser's obligation to purchase a Unit pursuant to an Agreement shall not be contingent on the Purchaser obtaining such financing, so that a Purchaser will remain obligated under the Agreement whether or not such Purchaser has been able to obtain financing. Neither Sponsor nor Selling Agent makes any representation whatsoever as to the terms or availability of any mortgage or other financing. Prospective Purchasers should be aware that even if a loan commitment is obtained, its term may be limited and it could expire before the closing date, and Sponsor shall have not liability as a result of any scheduling, rescheduling or adjournment of closing beyond the expiration of a loan commitment. Prospective purchasers who require financing are advised to consult with a

lending institution before execution of a Purchase Agreement. See the section of this Plan entitled PROCEDURE TO PURCHASE in Part I and the PURCHASE AGREEMENT set forth in Part II.

14. Any lawsuit arising out of the Purchase Agreement shall be governed by the laws of the State of New York, shall be brought in Queens County and shall be determined by the judge presiding at the trial without a jury (which the parties waive). See the section of this Plan entitled PROCEDURE TO PURCHASE in Part I and the PURCHASE AGREEMENT set forth in Part II.

15. Each Purchaser will be required to pay to Sponsor or Sponsor's attorneys a fee of $2,000.00 for the Purchaser's Unit which will cover the legal and other fees and expenses of processing the sale of the Unit. In the event the closing of title to a Purchaser's unit does not take place on the Closing Date, for any reason other than circumstances completely within Sponsor's sole control, (i) the apportionment of those items set forth in the Purchase Agreement shall be made as of the originally established Closing Date rather than as of the date the Closing actually occurs, (ii) Purchaser shall pay Sponsor at Closing interest on the unpaid balance of the purchase price from the originally established Closing Date to the actual Closing Date an amount equal to 0.04% of the purchase price for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date, which is 14.6% per annum, and (iii) Purchaser shall pay Sponsor's counsel $300.00 for each adjournment. Nothing herein shall be construed to mean that the Sponsor must grant an adjournment of title when requested to do so. If, at a Purchaser's request, Sponsor grants an adjournment or adjournments of his or her closing of title in excess of five (5) days in the aggregate, Sponsor has the option of collecting an additional five percent (5%) of the purchase price of the Unit as an additional Deposit. See the section of the Plan entitled UNIT CLOSING COSTS AND ADJUSTMENTS.

16. While the State Transfer Tax and Real Property Tax are the statutory obligation of Sponsor (in its role as seller), this obligation has been transferred to the Purchasers under the terms of this Plan. Purchasers shall be responsible (as is customary in Condominium offerings) for the payment at closing of all New York City Real Property Transfer Taxes and New York State Real Estate Transfer Taxes. For purposes of calculating the taxes payable, the amounts of such taxes together with any other payments made by a Purchaser with respect to any obligations of Sponsor will be excluded in the consideration subject to such tax. Purchasers shall also be obligated to pay the so-called "Mansion Tax," currently (as of the filing of this Plan) one percent (1%) of the total consideration paid when such consideration is $1,000,000.00 or more but is less than $2,000,000.00. None of the Residential Units offered to sell having a price of more than $2,000,000. Sponsor makes no representation regarding the calculation of the Mansion Tax or of the "consideration" upon which the New York State taxing authorities may base the Mansion Tax and shall have no liability with respect thereto. Purchasers should consult with their own counsel and/or tax advisors. See the Section of the Plan entitled UNIT CLOSING COSTS AND ADJUSTMENTS and ARTICLE 9.7 of FORM PURCHASE AGREEMENT.

17. Purchasers should consult with their own counsel and/or tax advisors. See the Section of the Plan entitled UNIT CLOSING COSTS AND ADJUSTMENTS and ARTICLE 9.7 of FORM PURCHASE AGREEMENT.

18. Units are measured horizontally from the exterior side of the exterior walls (columns, mechanical pipes, shafts, shaft ways, chases, chase ways, and conduits are not deducted) to the centerline of the partitions separating one Unit from another Unit, or the exterior of the interior walls and partitions separating a Unit from public corridors, stairs, elevators and other mechanical equipment spaces or any Common Elements not within a Unit. Each Residential Unit consists of the area measured vertically from the top of the concrete floor slab below to the underside of the finished ceiling. Since the area calculations are not based upon measurements from interior surfaces of interior walls, the usable floor area of the Units is significantly less than the area listed in Schedule A. Measurements are approximate and are within reasonable tolerances. See SCHEDULE A, OFFERING PRICES AND RELATED INFORMATION in Part I.

19. Units on third to fifth floors will each include a balcony as a Limited Common Element. The Limited Common Elements consist of the portions of the Property (other than the Units and the Common Elements) existing for the sole use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners. No structures of any kind may be erected on these Limited Common Elements at the Premises without the express written permission of the Board of Managers, except for temporary structures, such as tents used exclusively for recreational camping purposes, umbrellas, privacy screens and so on. Any temporary structure on the Limited Common Elements should not obstruct views, create a safety hazard, or violate any building codes or zoning regulations.

20. Each Unit Owner of a Unit to which a Limited Common Element is appurtenant shall be responsible for the cost and performance of all painting, decorating and non-structural ordinary maintenance, repairs, cleaning and replacements to such Limited Common Element. However, the costs and expenses of any structural or extraordinary repairs or replacements to any Limited Common Element, unless the need for such repair or replacement was caused by the negligent act or omission of the Owner of the Unit to which it is appurtenant, shall be allocated to all Unit Owners as a Common Expense. The Board of Managers shall have the right of access in and through these areas for the purpose of doing building maintenance inspections. Notwithstanding anything herein to the contrary, a Unit Owner who wishes to paint, decorate or make any other changes to a Limited Common Element appurtenant to his or her Unit, and which change deviates from the Limited Common Element as it was originally delivered by Sponsor, must first obtain express written permission from the Board of Managers. See SCHEDULE A in Part I and the DESCRIPTION OF PROPERTY AND BUILDING CONDITION and FLOOR PLANS in PART II of this Offering Plan.

21. If a Purchaser takes possession of a Unit prior to closing title, he or she will assume the risk of loss and the obligation to repair damage not covered by insurance already in place; therefore, it is advisable that Purchasers obtain casualty insurance at such time. See the section of the Plan entitled RIGHTS AND OBLIGATIONS OF THE SPONSOR.

22. No representation is made with respect to the ownership of all or any portion of the Community Facility Units or as to who the future owners or tenants of the Community Facility Units may be at any time or as to the uses to which the Community Facility Units may be put at any time except that the Community Facility Units may be used for any purpose permitted by Law. No assurance, representation, or warranty is given that any tenants, occupants or users of the Community Facility Units will not be objectionable to

Residential Unit Owners or other parties. The uses of the Community Facility Units may generate noise, traffic, fumes or other disturbances over which the Residential Unit Owners will have no control. See the COMMUNITY FACILITY UNITS section in Part I.

23. No representation is made as to whether the Community Facility Units is restricted to its current use. Community Facility Units may be used for any community facility purposes including, without limitation, medical office, school facility or other community facility use provided such use is permitted under the certificate of occupancy for the Building, zoning classification and project approvals for the Property, and other applicable documents, laws, regulations and ordinances.

The usage of the Community Facility Units that is commonly considered offensive, such as pornography stores, massage parlors, drug treatment facilities, homeless shelters, is not permissible. See the COMMUNITY FACILITY UNITS section in Part I.

24. Community Facility Units may be subdivided or combined without prior written consent of the Board of Managers. However, a Community Facility Unit Owner may not make any changes to a Community Facility Unit which will affect the Residential Common Elements and/or the structural integrity of the Building without the prior written consent of the Board of Managers. See the COMMUNITY FACILITY UNITS section in Part I.

25. During the Sponsor control period before the first annual meeting of the Unit Owners, members of the Board of Managers will be appointed by Sponsor. So long as Sponsor owns any Community Facility Unit ("CFU"), Sponsor will represent the interest of the CFU Owners.

See the COMMUNITY FACILITY UNITS section in Part I.

26. Any alterations or changes to the Building or the Units other than those changes set forth in the Tax Lot Drawings and the Plans ("Alterations") shall be subject to the restrictions set forth in this Declaration and the Bylaws. All work must be performed pursuant to applicable law, and by licensed and insured contractors. The Non-residential Representative shall have the right to veto any proposed Alteration that would have a material and adverse effect on the Community Facility Units or the Non-residential Common Elements. A vote of at least three Residential Representatives shall have the right to veto any proposed Alteration by any Community Facility Unit Owners that would have a material and adverse effect on the Residential Units or the Residential Common Elements. The Board of Managers shall have the right to veto any Alteration that materially and adversely affects any Units, structural elements of the Building, any Building systems that serve other Units, or the Common Elements. As long as there is any unsold Units in the Building, Sponsor shall have the right to make a final decision regarding any disputes arising from vetoes of proposed alterations. After all the Units are sold, a vote of the majority of the Board of Managers shall have the right to decide any disputes arising from vetoes of any proposed Alterations. See the COMMUNITY FACILITY UNITS section in Part I and BYLAWS Section 7.8(b).

27. Unit Owners must notify the Board in writing when a child or children under the age of eleven (11) years lives or resides (even temporarily) in the Unit. Each Unit Owner shall install at the Unit Owner's 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. See the Condominium BY-LAWS located in Part II of the Plan.

28. Sponsor will provide the Limited Warranty as required by Section 777-b of Article 36-B.

The Housing Merchant Implied Warranty, as required by Article 36-B of the General Business Law of the State of New York, applies to this offering as the gut renovations undertaken have created a multi-unit residential structure of five stories or less. The Housing Merchant Implied Warranty means that:

a. one year from and after the warranty date the Unit 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 Unit will be free from defects due to a failure by Sponsor to have installed such systems in a skillful manner; and

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

The Housing Merchant Implied Warranty, however, does not extend to:

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

The Limited Warranty limits the Housing Merchant Implied Warranty by limiting Sponsor's liability for its breach. Sponsor's limit of liability under the Limited Warranty for each Unit is 75% of its purchase price. The complete text of the Limited Warranty offered by Sponsor is reprinted in Part II of the Plan. Sponsor is not providing any warranty other than the Limited Warranty. NO DISCLAIMER OR LIMITATION OF LIABILITY ON SPONSOR'S PART SHALL APPLY TO SPONSOR'S OBLIGATIONS UNDER ALL APPLICABLE STATUTES, LAWS AND REGULATIONS AND SPONSOR'S OBLIGATIONS UNDER THE PLAN.

The Sponsor's obligation, regardless of any limitations in the warranty or in the Plan, is to construct the Building and the Units in accordance with all applicable laws, codes, plans and specifications, and Sponsor's obligations set forth in the Plan. Any conflict between the disclaimers and the Sponsor's obligation to construct the Building and the Units in accordance with all applicable laws, codes, plans and specifications shall be resolved in favor of the latter.

At or prior to the closing of the Unit, Sponsor will 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 roof, equipment and appliances installed in the Common Elements to the Board of Managers. A roof contractor shall provide a 5-year warranty for the roof of the Building. An installer of the roof will provide a roof warranty that for five (5) years from and after the roof installation, the roof will be free from defects due to a

failure to have been constructed in a skillful manner. Please see "Rights and Obligations of Sponsor" Section of the Plan.

29. The Condominium Board will have right of access to all roof areas including setback roofs, if any and including any and all private terraces, if any, for necessary inspection, maintenance or repairs.

30. Consistent with a First Department's decision in Board of Managers of 184 Thompson Street Condominium v. 184 Thompson Street Owner LLC, et.al., 2013 N.Y. Slip Op 03574 (1st Dept. May 16, 2013), the principals of Sponsor expressly disclaim the existence of any private right of action for contract claims by individual Unit Owners (or the Board on their behalf) in connection with or arising solely from their execution of the Certification of Sponsor and Principals, absent liability under another statute or under an alter-ego theory or other veil piercing theory.

31. Purchaser acknowledges and accepts the following smoking policy ("Smoking Policy") for the Condominium, which is incorporated in the By-Laws at Section 7.15 in accordance with and as required by §17-506.1 of the Administrative Code of the City of New York: "No Person may carry or smoke any kind of lighted pipe, cigar, cigarette, tobacco, or any other lighted smoking apparatus, equipment or product, including but not limited to electronic cigarettes (collectively, "Smoking Apparatus") in any of the indoor common areas of the Building at any time. Though smoking shall be permitted in any outdoor common areas of the Building, such as any common roof terrace or common courtyard, and in any Residential Unit or Residential Limited Common Element appurtenant thereto, including a private balcony, terrace, and/or garden, no Person may smoke or otherwise use any Smoking Apparatus in any outdoor common areas of the Building or in any Residential Unit or Residential Limited Common Element appurtenant thereto in a manner which results in smoke odors becoming a nuisance or source of annoyance to any other resident of the Condominium."

Sponsor makes no representations or guarantees as to whether the Smoking Policy will be amended at any time. If the Smoking Policy is amended for any reason, Purchaser waives any right of rescission and/or claim that Purchaser may have against Sponsor or its principals and affiliates arising out of or relating to the amended Smoking Policy. Furthermore, Purchaser agrees that it shall not be entitled to a credit, offset, or reduction in the Purchase Price by virtue thereof. This paragraph shall survive the Closing.

32. The By-Laws do not include a provision that after the expiration of the Initial Control Period a majority of the Board must be Unit Owner-occupants or members of a Unit Owner-occupant's household who are unrelated to Sponsor and its principals. Unit Owner-occupants and non-resident Unit Owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for owning, i.e., owning as a home as opposed to as an investment.

33. The Parking Unit Owners will be obligated to pay its portion of the Common Charges in accordance with the SCHEDULE A allocations. See SCHEDULE A to see the projected common charges payable by each Parking Unit.

34. No representation is made with respect to the ownership of the Parking Units or as to who the future owners or tenants of the Parking Units may be at any time. No assurance,

representation, or warranty is given that any tenants, occupants or users of the Parking Units will not be objectionable to Residential Unit Owners or other parties. The uses of the Parking Units may generate noise, traffic, fumes or other disturbances over which the Residential Unit Owners will have no control.

35. The Sponsor will not enter into interim leases with Purchasers for any Unit prior to closing. In no event shall Purchaser take possession of the Residential Unit prior to the time of the delivery of the deed, nor shall Purchaser enter the Residential Unit or have his or her contractors or agents enter the Residential Unit to perform work prior to closing without the written authorization of the Sponsor.

36. Notwithstanding any disclosure to the contrary in this Plan, Sponsor reserves the right to delay the collection of Common Charges for so long as Sponsor pays the actual Condominium expenses, in lieu of Common Charges. In the event that Sponsor makes such election: i) Common Charges will not be assessed by the Board of Managers to any Unit Owners; ii) Sponsor shall disclose such information in an amendment to the Plan, and shall set forth the anticipated length of such delay period; iii) Sponsor shall provide at least thirty (30) days written notice of the expiration of the delay period and shall disclose such notice in an amendment to the Plan; (iv) during any such delay period, the Sponsor will timely pay all expenses of the Condominium, including but not limited to insurance premiums and any reserve fund payments; (v) upon the commencement of the collection of Common Charges, there will not be an assessment for any item set forth in the approved budget for the Condominium; and (vi) the Sponsor shall remain obligated to update the budget for the Condominium, as provided in the governing regulations.

37. At or prior to the First Closing, the Condominium will enter into a management agreement with the Sponsor or an affiliate of the Sponsor as Managing Agent ("Managing Agent") for a term of two (2) year, commencing on the date of the First Unit Closing at an annual fee for the First Year of operation of $18,000 per year, payable in twelve (12) equal monthly installments of $1,500.00. The cost of management is consistent with the prevailing market rate for such services in comparable buildings. As long as the Sponsor controls the Board of Management, it will make decisions regarding the Managing Agent, so it is highly likely that the management agreement will be renewed for duration of control period. Tim Hei Chan, the principal of the Sponsor, 73 M&C Realty LLC, having an office address at 42-45 77th Street, Elmhurst, NY 11373, will serve as the Managing Agent of the Condominium. For further details as to the responsibilities of the managing agent, see the section of the Plan entitled “MANAGEMENT AGREEMENT, CONTRACTS AND LICENSES”.

38. The budget provided in Schedule B does not include the insurance premium for officers’ and directors’ liability coverage.

39. Pursuant to the budget for the First Year of Condominium Operation, a Reserve Fund will be established for the Condominium for the renewal or replacement of building components or systems or the remedy of major building defects (the “Reserve Fund”). There can be no assurance that the Reserve fund will be sufficient to pay for all of the aforesaid expenses. If additional funds are required over and above these funds, it may be necessary to increase Common Charges or separately assess all Unit Owners. The cost of this budget item will be borne by all Unit Owners in accordance with the respective

Common Interests allocated to their respective Units. See the section in the Plan entitled RESERVE FUND.

40. Purchasers will be required to pay, at Closing, two (2) months of common charges as a contribution to the Working Capital Fund. This fund shall be used to pay for unforeseen expenditures of the Condominium, and to reimburse Sponsor for prepaid expenses of the Condominium. See the section of the Plan entitled UNIT CLOSING COSTS AND ADJUSTMENTS and WORKING CAPITAL FUND in Part I.

41. The Parking Unit Owners will be obligated to pay its portion of the Common Charges in accordance with the SCHEDULE B allocations. See SCHEDULE A to see the projected common charges payable by each Parking Unit.

42. NEITHER SPONSOR 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. THE ATTORNEY GENERAL OF THE STATE OF NEW YORK STRONGLY URGES YOU TO READ THIS OFFERING PLAN CAREFULLY AND TO CONSULT WITH AN ATTORNEY BEFORE SIGNING AN AGREEMENT TO PURCHASE A CONDOMINIUM UNIT.

43. 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, unless Sponsor does not prevail. The provisions of this Article shall survive closing of title or the termination of this Agreement.

44. Purchasers are advised that the prevention of the growth of mold in a Unit is the responsibility of each Unit Owner. Construction is not, and cannot be, designed to exclude mold spores. Whether a Unit Owner experiences mold growth depends largely on how such Unit Owner manages and maintains his/her Unit. Unit Owners will need to take actions to prevent conditions which cause the mold or mildew, and it is the responsibility of each Unit Owner to ensure that he/she has taken the necessary precautions to prevent mold from becoming a problem in such Unit Owner's Unit. Sponsor will not be liable for and Purchaser hereby waives any claim for any actual, special, incidental or consequential damages based on any legal theory whatsoever, including, but not limited to, strict liability, breach of express or implied warranty, negligence or any other legal theory with respect to the presence and/or existence of molds, mildew and/or microscopic spores unless caused by the gross negligence or willful misconduct of Sponsor. The provisions of this Article shall survive closing of title.

45. Sponsor may rent any off-street parking spaces to non-residents of the building, for

periods of not less than one week and not more than one month. All off- treet parking spaces shall be made available to residents within 30 days after written request made to the sponsor, by such residents.

42. Sponsor's attorney has opined that the Condominium will not be able to make an election under Section 528 of the Internal Revenue Code. The Condominium may not satisfy the requirement that at least 85% of the floor area of the Building will be used for residential purposes (as a result of the community facility areas within the Building). As a result, the Condominium Board may not be able to elect the favorable tax treatment available under Section 528 of the Internal Revenue Code. It should be noted that the Condominium would, even if permitted to make an election under Section 528 of the Code, still be required to pay the minimum New York State and City corporation taxes, as well as income tax on any taxable income it may receive. For this purpose, "taxable income" is defined as the excess, if any, of (a) the gross income for the taxable year (other than "exempt function income" as defined below) over (b) the deductions allowed by the Code which are directly connected with the production of such gross income (excluding "exempt function income") computed with certain modifications provided in Section 528. "Exempt function income" is defined as any amount received as membership dues, fees or assessments from owners of condominium housing units. Income such as interest earned as cash deposits would not be exempt function income.

43. Owners must be aware that the real estate taxes during the first year of operation may be much lower than the taxes in future years when the DOF's assessment will be based on the fully collected value of the property. Actual post-completion assessed value may be significantly greater than current projection. See TAX OPINION OF COUNSEL in Part I.

44. Unit 5A and 5C are the only units that contain a dishwasher. Hook-ups are only provided for units with a dishwasher, namely Units 5A and 5C. Units that do not contain a dishwasher are:

1A	1B	1C	1D			
2A	2B	2C	2D	2E	2F	2G
3A	3B	3C	3D	3E	3F	3G
4A	4B	4C	4D	4E	4F	4G
	5B		5D			

Unit 5A, 5B, 5C, 5D contain a washer and a gas dryer in the apartment and no other Units have washer, gas dryer, or hook-up in the apartment. The dryers are gas and there is a ducted exhaust connected to vertical riser through roof terminates at outdoor with a gooseneck.

Hook-ups are only provided for units with washer and dryer, namely Unit 5A, 5B, 5C and 5D. Units that does not have a washer, a gas dryer, or a hook-up are:

1A	1B	1C	1D			
2A	2B	2C	2D	2E	2F	2G

3A	3B	3C	3D	3E	3F	3G
4A	4B	4C	4D	4E	4F	4G

45. Principal of the Sponsor, Tim Hei Chan will be the live-in superintendent. The superintendent will be responsible for addressing emergency situations in the building that may arise and endanger persons or property, ensuring that the building complies with local building ordinances and regulations, supervising staff, monitoring the overall maintenance of the building, ordering supplies, and contacting vendors like plumbers, electricians, and handymen for special repairs. Due to the nature of the superintendent's job description, his working hours may vary; however, it is projected that Mr. Chan will work 15 hours per week at a rate of $22.00 per hour. Mr. Chan will be paid $17,160 for the first operating year of the Condominium. As for the superintendent unit, Mr. Chan will purchase Unit 5A and self-occupy the same. Mr. Chan will pay offering price, reserve, working capital fund and monthly common charge that are listed in Schedule A for Unit 5A. The utilities and any other expenses of Unit 5A will also be paid by Mr. Chan. So long as Mr. Chan owns Unit 5A, Mr. Chan shall have all the rights and obligations of a Unit Owner of the Condominium. Mr. Chan will also have all the rights and obligations of a sponsor principal pursuant to all applicable laws and regulations. The Condominium's obligations on the cost and expenses of Unit 5A will be the same as the Condominium's obligations on any other residential Unit. As long as the Sponsor is in control of the Board of Managers, Mr. Chan will serve as the Managing Agent of the Condominium as well as the President of the Board of Managers. When the Board of Managers is no longer under the Sponsor's control, the Board of Managers will have the right to continue Mr. Chan's employment as the live-in superintendent at a wage to be agreed by the parties or hire another person living in or outside of the building as the superintendent who may be a part-time or full-time employee. The prevailing rate for a full-time superintendent is $48,000 per year which would require that a substantial increase in the common charges to pay for such. When the Sponsor is no longer in control of the Board of Managers, the Board of Managers may elect a new President of the Board of Managers and appoint someone other than Mr. Chan to serve as the Managing Agent of the Condominium.

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INTRODUCTION

1. Sponsor and Offer of Sale

73 M&C Realty LLC, a New York limited liability company (the "Sponsor"), presents this Offering Plan (the "Plan") for the establishment of Condominium ownership of the land (the "Land") consisting of approximately 13,648.2 square feet in the City and State of New York, located at 73-02 Woodside Avenue, Woodside, NY 11377, and upon presentation of this Plan, known as Block 1353, Lot 26 (f/k/a old lots 26, 28 and 31), as shown in the Queens County Tax Map, and a building (the "Building") existing on the Land to be called the 73 Woodside Manor (the "Condominium").

Sponsor acquired the old lot 26 on October 20, 2014 from Hector Rodriguez and as surviving spouse of Aurelia Rodriguez, the old lot 28 on January 31, 2013 from Tim Hei Chan and Xiu Yun Lin, and the old lot 31 on June 1, 2012 from So Ja Moon and Hee Chang. The building is substantially completed on October 31, 2022.

The Condominium will consist of twenty (29) Residential Units, the three (3) Community Facility Units, and twenty-three (23) Parking Units as set forth in this Plan (collectively, the "Units.")

The purposed of this Plan is to set forth all material facts relating to the offering by Sponsor to sell the Units in the Condominium. The Condominium is subject to and will comply with the New York Condominium Act. The Plan may be amended from time to time by amendment duly filed with the New York State Department of Law and served on all Purchasers and on Unit Owners. The Plan, including Part I and Part II, constitutes the entire offer of the Sponsor. Copies of all Exhibits submitted to the Department of Law in connection with the filing of this Plan will be available for inspection by prospective Purchasers or their attorneys without charge and copying at a reasonable charge at the Department of Law. A prospective Purchaser may borrow the Plan upon payment of $300 deposit, which amount will be fully refunded upon either (i) the prompt return of all borrowed materials in good condition or (ii) the execution by the prospective Purchaser of a Purchase Agreement subsequently accepted by Sponsor.

The Building is constructed by Sponsor in accordance with all applicable law. The Building is substantially completed on October 31, 2022. The completed Units will be offered for sale by Sponsor in accordance with the schedule of offering prices (Schedule A) set forth in Part I. THESE PRICES HAVE BEEN SET BY SPONSOR AND ARE NOT SUBJECT TO APPROVAL BY THE DEPARTMENT OF LAW OR ANY OTHER GOVERNMENTAL AGENCY.

The Final Certificate of Occupancy has been issued on January 26, 2023. No unfinished Community Facility Unit will be delivered to purchasers. Improvements made to the Building, if any, will be undertaken pursuant to a New Building building permit, in accordance with the New York City Building Code and with all applicable zoning and building laws.

Sponsor is retaining the unconditional right to rent rather than sell the Units after the Plan has been consummated, which means after the Plan has been declared effective and the First Unit Closing has occurred. Until this Plan is abandoned, Sponsor will endeavor in good faith to sell, but makes no representation that it will execute Purchase Agreements to sell fifteen percent (15%) of the Units. If Sponsor has rented a Unit and, subsequently, sells the Unit pursuant to this Plan, such sale of the Unit will provide that it will be sold in "as is" condition, except for any applicable warranties expressly provided in this Plan. If Sponsor makes a bulk sale of all or some of its unsold units, the transferee successor sponsor is bound by sponsor's representations regarding its commitment to sell Units. Sponsor has obtained no construction loan, but a bridge loan from Cathy Bank, having an address at 235 Fifth Avenue, New York, 10016. Sponsor's lender does not impose any limits on Sponsor's right to rent rather than sell Units after consummation of the Offering Plan. Sponsor is allowed to sell the units with release price at the greater of (1) 70% of gross sales price or (b) 110% of allocated loan amount. A bridge loan is not a construction loan. A bridge loan is a short-term loan used to bridge the gap between the purchase of a new property and the sale of an existing property. It is typically used in real estate transactions when a borrower wants to purchase a new property but hasn't yet sold their existing property or when the sale of the existing property is taking longer than expected. On the other hand, a construction loan is used to finance the construction of a new property, such as a condo building, a house, or a commercial building and is used to pay for the costs associated with the construction project, such as materials, labor, and permits. A bridge loan is also different from a construction loan in the aspect that bridge loans are usually repaid in a lump sum when the borrower's existing property is sold, while construction loans are repaid in installments as the construction project progresses.

On the Effective Date of this Offering Plan as hereinafter described, Sponsor will, by Declaration of Condominium recorded in the office of the City Register of the County of Queens, submit the Property to Article 9-B of the Real Property Law of the State of New York (as amended, the "Condominium Act"). The proposed Declaration is set forth in Part II of this Plan. The Declaration, together with the By-Laws of the Condominium, will be recorded by Sponsor at its sole cost and expense prior to its conveyance of title to the first Unit.

The Plan is presented in two Parts in one volume. Part I sets forth a general description of the Plan, including the relevant provisions of various agreements known as the Project Documents. Part II contains a detailed physical description of the Condominium, together with copies of the forms of many of the documents that will affect the use, resale, or mortgaging of each Unit. Both Parts, including all schedules and exhibits, constitute the entire offer of Sponsor. These documents should be reviewed carefully by each prospective Purchaser and his or her attorney prior to signing a Purchase Agreement. Copies of the Plan, all exhibits to the Plan, and Project Documents are available for inspection by prospective purchasers and their attorneys at the on-site offices of the Sponsor, and are also available for inspection and copying at a reasonable fee at the New York State Department of Law, 28 Liberty Street, New York, NY 10005.

2. Features of Condominium Ownership

The ownership of a Unit in the Condominium is similar in many respects to the ownership of a private one-family house. Each Unit Owner owns his or her Unit outright (in fee simple absolute) and is generally entitled to its exclusive possession and to its use for any legal purpose, subject to the provisions of the Declaration, By-Laws of the Condominium, and any Rules and Regulations promulgated by the Condominium, which each Unit Owner is obligated to comply with. A Unit Owner is also the owner, in common with all other Unit Owners, of all remaining parts of the Property, except for the Units themselves (collectively, called "Common Elements"). Common Elements are those areas intended to be devoted to the common use and enjoyment of all Unit Owners, including but not limited to the land; the foundations, columns, girders, beams, supports, exterior walls of the Building, and all joists; the central and appurtenant installations and equipment for services such as power, light, telephone, hot and cold water, sewer and fire safety, the meter rooms, the stairwell from the cellar to the roof and the roof deck; Roof and the Bulkhead Roof. Each Unit Owner's proportionate share ("Common Interest") of the Common Elements has been determined pursuant to Condominium Act Section 339-i. Any terraces, gardens, yards, balconies and certain facilities which are for the use of a specified Unit (or Units) to the exclusion of all others are known as "Limited Common Elements." Limited Common Elements are those Common Elements that a Unit Owner will have the exclusive right to use. See SCHEDULE A in Part I of the Plan.

The Board will not have the right to approve or disapprove of purchasers or tenants of a Unit; therefore, there is no limit on the number of Owners who may purchase for investment rather than for personal occupancy and, as a result, there may always be a substantial percentage of owners who are non-residents. 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 owning; i.e., purchase of a Unit as a home as opposed to an investment. A Unit Owner may sell or lease their Unit pursuant to the rules and restrictions as set forth in the Declaration and By-Laws. Each Unit may be separately mortgaged and the Unit Owner will be responsible for interest and amortization payments on the mortgage, if any encumbering such Unit Owner's Unit. A Unit is not subject to the lien of any mortgage placed by other Unit Owners on their Units. Each Unit Owner will be assessed and taxed separately for real estate tax purposes and, therefore, no Unit Owner will be liable for the payment of real estate taxes on any other Unit. In the opinion of counsel for Sponsor, payments of real estate taxes and interest on any mortgage affecting the Owners Unit, will be deductible for federal, state, and local income tax purposes (see Counsel's Tax Opinion set forth in Part I) subject to the conditions contained in such opinion. Each Unit Owner, at the Unit Owner's sole cost, may decorate and alter the interior of the Unit Owners' Unit in any way that the Unit Owner desires, subject to the provisions of the By-Laws and the Rules and Regulations promulgated by the Condominium and all applicable Laws. Each Unit Owner will be solely responsible for the cost, ordinary and extraordinary, of maintenance of and repairs to the Unit Owner's Unit and all plumbing, heating, telecommunications, sanitary, and electrical systems, fixtures and equipment located within the Unit and connections to

common lines which exclusively serve such Unit Owner's Unit, and for the cost of all electricity and gas consumed with the Unit Owner's Unit, if measured by individual electric and gas meters.

The Board of Managers will be elected by the Unit Owners after an initial period of control by Sponsor, and will be charged with the primary obligation for operating the Property. The By-Laws do not provide that after the Sponsor relinquishes control of the Board that Board members be owner-occupants. Each Unit Owner's vote will be weighed in accordance with the Owner's percentage interest in the Common Elements. A description of the Unit Owners right to vote for and to serve as a member of the Board of Managers, and a description of the rights and obligations of the Board Managers is contained in the Section entitled "Rights and Obligations of the Board of Managers" in Part I of the Plan and in the Condominium By-Laws. The Board of Managers will make most decisions concerning the manner in which the Condominium will be maintained. This will include making decisions regarding hiring of a management company to manage the day-to-day operations of the Condominium, preparing budgets, entering into service contracts, and the making of repairs and improvements, all of which may impact the amount of the Common Charges. The Board of Managers will be responsible for paying, among other things, the cost of electricity consumed in the Common Elements, water and gas consumed at the Building, repairing maintaining, and making necessary replacements to the Common Elements and insurance against casualties causing damage to the Building and Common Elements and certain other potential liabilities. See the Schedule B and the notes thereto which more fully discuss the Common Expenses which will be paid by the Board of Managers and to Schedule B-1 regarding estimated energy and utility costs.

A Unit Owner should obtain at the time of Closing, "interior unit coverage" which is "walls-in" coverage also referred to as an HO-6 policy insurance if the Condominium does not maintain such insurance. Each Unit Owner must pay monthly Common Charges in accordance with the Declaration, the By-Laws, and the applicable provisions of the Condominium Act, in order to fund payment of the Common Expenses incurred in the operation of the Property and the maintenance of the Common Elements. The Board of Managers will assess Common Charges against each Unit Owners in accordance with its Common Interest based on the Board's estimate of Common Expenses which is based on the projected budget for each twelve (12) month period. The estimated Common Charges for each Unit for the first year of operation of the Condominium are set forth in the Schedule A contained in Part I of the Plan.

This offering is made only to individuals aged 18 years or older, and to entities qualified to do business in the State of New York who are competent to own real estate in the State of New York.

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

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DEFINITIONS

The following terms used in this Plan and in Article 9-B of the Real Property Law (the "Condominium Act"), have the following meanings:

1. **Board of Managers (also "Condominium Board" or "Board")**: The governing body of the Condominium initially comprised of three (3) managers appointed by Sponsor.

2. **Building**: The structure containing the Units and the Common Elements of the Condominium (other than the land under the Building).

3. **By-Laws (including the Amended and Restated By-Laws, and all amendments thereto)**: One of the documents governing the operation of the Condominium, the form of which is set forth in Part II of the Plan.

4. **City Register's Office**: The Queens County office of the Register of The City of New York.

5. **Closing**: Including words of similar import are used synonymously and mean the payment of the purchase price, and the transfer of legal ownership of a Unit pursuant to this Plan and the Purchase Agreement.

6. **Closing Date**: The date scheduled for the closing of title to a Unit by Sponsor as same may be adjourned in accordance with the terms of the Purchase Agreement.

7. **Common Charges**: Assessments payable to the Board of Managers by each Unit Owner for the purpose of meeting Common Expenses.

8. **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, including any reserve established in anticipation of the aforesaid costs and expenses.

9. **Common Elements**: The Land (as hereafter defined), all parts of the Building other than the Units, including the foundation, roof and supports of the Building, and all areas or facilities for the common use of the Units and the Unit Owners.

10. **Common Interest (also "Percentage of Interest in Common Elements")**: The proportionate, undivided interest in fee simple absolute in the Common Elements pertaining to each Unit set forth in the Declaration. Such interest is expressed as a numerical percentage. The total of all Common Interest percentages pertaining to all Units equals 100%. The Common Interest of the Unit is the basis for determining, among other things, a Unit Owner's (a) proportionate share of the Common Expenses and (b) proportionate share of any distributions upon termination of the Condominium.

11. **Community Facility Unit**: The space designated as the Community Facility Unit

in the Declaration together with its Percentage of Common Interest.

12. **Community Facility Unit Owner**: The owner(s) of the Community Facility Units.

13. **Condominium**: The Units and Common Elements comprising the Property to be called the 73 Woodside Manor.

14. **Condominium Act**: Article 9-B of the New York State Real Property Law.

15. **Declarant**: 73 M&C Realty LLC, a New York limited liability company, its successors, assigns, and/or designees, including any Persons designated as having the rights of Declarant by Declarant or a designee of Declarant. The words "Declarant" and "Sponsor" are used interchangeably in this Plan.

16. **Declaration (including the Amended and Restated Declaration, and all amendments thereto)**: The recorded instrument by which the Property is submitted to the provisions of the Condominium Act, as such instrument may be amended from time to time, consistent with law and the By-Laws. The By-Laws, which govern the operation of the Condominium, are part of the Declaration.

17. **Department of Building**: The Department of Buildings of the City of New York.

18. **Department of Law**: The New York State Department of Law.

19. **Deposit**: The payment or payments required to be paid by Purchaser at the time a Purchase Agreement is tendered to Sponsor or at the time or times prior to Closing as provided in the Purchase Agreement.

20. **Escrow Agent**: Law Office of Z. Tan PLLC

21. **FHA**: Federal Housing Administration

22. **FHLMC**: Federal Home Loan Mortgage Corporation

23. **First Unit Closing or First Residential Closing**: Closing of the first residential unit in the Condominium to a bona fide Purchaser under the Plan.

24. **Floor Plans (also referred to as "Tax Lot Drawings")**: Floor plans showing the division of the Property into the Units and Common Elements and to be filed with the Condominium Declaration.

25. **FNMA**: Federal National Mortgage Association

26. **Parking Unit**: The space designated as the Parking Unit in the Declaration together with its Percentage of Common Interest.

27. **Parking Unit Owner**: The owner of the Parking Unit.

28. **HUD**: United States Department of Housing and Urban Development

29. **Insurance Trustee**: A bank or trust company in the State of New York from time to time appointed to serve as such by the Condominium Board. The Sponsor Mortgagee shall serve as the initial Insurance Trustee for so long as Sponsor Mortgagee shall have a lien against one or more Unsold Units.

30. **Land**: The parcel of land on which the Building will be situated, as more particularly described in the Declaration.

31. **Law**: The laws and ordinances of any or all of the Federal, New York State, New York City, County and Borough governments, including, without limitation the New York City Department of Buildings, the rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies or offices thereof, or of any governmental, public or quasi-public authorities having jurisdiction over the Property and/or the Condominium and/or the direction of any public officer pursuant to Law which are applicable at the time in questions.

32. **Limited Common Elements**: Those Common Elements for which a Unit Owner will have the exclusive right to use. In this Plan, examples of Limited Common Elements are rear yards, terraces and balconies accessed through particular Units.

33. **Offering Plan (also referred to as "Plan")**: The documents submitted by the Sponsor to the Department of Law required in order to be able to sell Units in the Condominium.

34. **Party Wall**: A wall that is common to, and separates, two Units.

35. **Permitted Encumbrances**: Encumbrances to the title to a Unit that a Purchaser agrees to take title subject to, as more particularly itemized on Schedule A annexed to the form of the Purchase Agreement contained in Part II of the Plan.

36. **Permitted Mortgage (also referred to as a "Registered Mortgage")**: A mortgage of a Unit or Units permitted to be placed thereon pursuant to the provisions of the By-Laws, the Construction Loan, and/or any mezzanine finance loan or preferred equity loan provided to Sponsor and/or Declarant.

37. **Permitted Mortgagee (also referred to as a "Registered Mortgagee")**: The holder of a Registered Mortgage and shall include, without limitation, banks, financial institutions, and/or other lenders, its successors, assigns and/or affiliates, as well as any Sponsor Mortgagee.

38. **Plans and Specifications**: The plans and specifications for the Building which (to the extent required by law) are filed with, and approved by, the Department of Buildings

and which plans and specifications may, from time to time, have been amended or changed, or may hereafter be amended or changed in accordance with the provisions of this Plan.

39. **Property**: The Land, the Building and other improvements thereon, and all easements, rights and appurtenances belonging thereto.

40. **Purchase Agreement**: The agreement to purchase a Unit pursuant to the Plan, the form of which is set forth in Part II of the Plan.

41. **Purchaser**: A purchaser of a Unit pursuant to a Purchase Agreement.

42. **Registered Guarantor**: A guarantor on a Permitted Mortgage who has registered with the Board of Managers by supplying the Board with the name and address of the guarantor.

43. **School Unit**: The space designated as such on the Floor Plans to be used as school.

44. **School Unit Owner**: The Owner of the School Unit.

45. **Sponsor's Registered Mortgage**: A Registered Mortgage encumbering Unsold Units owned by Sponsor.

46. **Sponsor Mortgagee**: Any Registered Mortgagee holding a Registered Mortgage encumbering Unsold Units owned by Sponsor and/or any other lender that has provided mezzanine financing or preferred equity financing to the Sponsor and/or Declarant.

47. **Unit Deed**: A bargain and sale deed with covenant against grantor's acts, from Sponsor to a Purchaser, conveying title to the Unit and its appurtenant Common Interest.

48. **Unit Owner**: An owner of any Unit. Two or more of such owners are collectively referred to as "Unit Owners".

49. **Unsold Units**: Any Units owned by Sponsor or its designee, other than any Unit purchased by and for the use of Sponsor or its designee, until such time as the same have been sold. The Unsold Units shall include any Residential Unit as well as any Community Facility Unit for so long as a Unit, residential or commercial, remain unsold.

50. **VA**: Veterans Administration.

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DESCRIPTION OF PROPERTY AND IMPROVEMENTS

The building site has a lot coverage area of approximately 13,648.2 square feet, and will contain approximately 30,585 gross square feet (not including cellar) of floor area including the Residential Units, Community Facility Units, and the Parking Units. The site will contain one building (the "Building"). There will be one entrance to the Residential Units on Woodside Avenue. The entrance to the Community Facility Units is located on the southwest side of the Building open to the buffer zone of the Building. The entrance to the Parking Units is located on Woodside Avenue. The street address of the Property is 73-02 Woodside Avenue, New York, New York.

The property is comprised of three lots located at 72-32, 72-34, and 73-06 Woodside Avenue, Woodside, New York. The premises located at 72-32 Woodside Avenue, Woodside, New York, was a two-family dwelling that was delivered vacant without tenants. The premises located at 72-34 Woodside Avenue, Woodside, New York, was a three-family dwelling that was delivered vacant without tenants. The premises located at 73-06 Woodside Avenue, Woodside, New York, The property was commercial land and, at the time of purchase, it was leased to an afterschool. However, the afterschool has since moved out.

The Condominium will be new construction consisting of twenty-nine (29) Residential Units, three (3) Community Service Units, and twenty-three (23) Parking Units. The Building will contain five (5) floors above grade, a cellar, and will be classified as Type IIA non-combustible building. The Community Facility Units shall be located on the Cellar and Ground Floor. The Parking Unit will be located in the Cellar and Ground Floor. One (1) passenger elevator shall serve the Residential Units. One (1) passenger elevator shall serve the Community Facility Units. The Building will be constructed of steel, concrete, aluminum and glass.

The Building is substantially completed on October 31, 2022. The Final Certificate of Occupancy has been issued on January 26, 2023. No unfinished Community Facility Unit will be delivered to purchasers. Improvements made to the Building, if any, will be undertaken pursuant to a New Building building permit, in accordance with the New York City Building Code and with all applicable zoning and building laws.

Each Residential Unit will have a gas range, refrigerator, range hood and electric hot water heater.

There are five (5) coin-operated heavy-duty washing machines and three (3) coin-operated dryers provided on cellar laundry room. The dryers are gas and there is a ducted exhaust connected to vertical riser through roof terminates at outdoor with a gooseneck. The laundry room will operate on a pay per use basis, at the cost of the Residential Unit Owner making use thereof.

Unit 5A and 5C are the only units that contain a dishwasher. Hook-ups are only provided for units with a dishwasher, namely Units 5A and 5C. Units that do not contain a dishwasher are:

1A	1B	1C	1D			
2A	2B	2C	2D	2E	2F	2G
3A	3B	3C	3D	3E	3F	3G
4A	4B	4C	4D	4E	4F	4G
5B	5D					

Unit 5A, 5B, 5C, 5D contain a washer and a gas dryer in the apartment and no other Units have washer, gas dryer, or hook-up in the apartment. The dryers are gas and there is a ducted exhaust connected to vertical riser through roof terminates at outdoor with a gooseneck.

Hook-ups are only provided for units with washer and dryer, namely Unit 5A, 5B, 5C and 5D. Units that does not have a washer, a gas dryer, or a hook-up are:

1A	1B	1C	1D			
2A	2B	2C	2D	2E	2F	2G
3A	3B	3C	3D	3E	3F	3G
4A	4B	4C	4D	4E	4F	4G

Unit 5A and 5B contains gas hot water heaters. Each two-bedroom apartment will use three (3) electric split heat pump units to heat and cool the space. Each one-bedroom apartment will use two (2) electric split heat pump units to heat and cool the space. Sponsor anticipates providing appliances from various manufacturers, as described in the Description of Property and Specifications set forth in Part II of this Plan. Sponsor reserves the right to provide fixtures and appliances by different manufacturers similar to those listed, which are equal to or better than noted above. "Substantially equal or better quality" shall mean materials, appliances, equipment and/or fixtures that have substantially the same life expectancy, warranty, basic performance, and maintenance expectations.

There will be a refuse disposal room on Second Floor to Fifth Floor of the building, containing trash chutes leading to the trash compactor located in the Cellar of the premises.

Electricity is provided by Consolidated Edison Company ("Con Edison"). The electricity to the Units will be separately metered by Con Edison and will be paid for by the owner of such Unit. The electricity consumed in the Common Elements will be borne by the Unit Owners as a Common Charge and be allocated to each Unit as noted in the Schedule B to the Plan.

Gas is provided by Con Edison. Gas for hot water and cooking in the Residential Units will be commonly metered, and will be a Common Expense to be allocated among the Unit Owners. The gas to each of the Community Facility Units and the Parking Garage Unit

will be separately metered by Con Edison and will be paid for by the owner of such Unit.

All Units will be pre-wired for telephone service. Each Unit Owner will have the option to obtain service from any provider granted access to the Building by the Sponsor or Condominium Board. Every Unit Owner will be required to pay their associated telephone charges and initial charges for activating individual outlets in the Unit.

All fixtures and equipment described in this Plan are included in the offering prices listed in Schedule A.

Building residents and their guests, subject to any rules which the Board may promulgate will have the following facilities and amenities available for use:

Units on from the third to fifth floors each include a balcony or balconies as a Limited Common Element. The balconies are characterized in the Declaration of Condominium as Limited Common Elements appurtenant to the aforementioned Units. The Limited Common Elements consist of the portions of the Property (other than the Units and the Common Elements) existing for the sole use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners. No structures of any kind may be erected on these Limited Common Elements at the Premises without the express written permission of the Board of Managers, except for temporary structures, such as tents used exclusively for recreational camping purposes, umbrellas, privacy screens and so on. Any temporary structure on the Limited Common Elements should not obstruct views, create a safety hazard, or violate any building codes or zoning regulations. Each Unit Owner of a Unit to which a Limited Common Element is appurtenant shall be responsible for the cost and performance of all painting, decorating and non-structural ordinary maintenance, repairs, cleaning and replacements to such Limited Common Element. However, the costs and expenses of any structural or extraordinary repairs or replacements to any Limited Common Element, unless the need for such repair or replacement was caused by the negligent act or omission of the Owner of the Unit to which it is appurtenant, shall be allocated to all Unit Owners as a Common Expense. The Board of Managers shall have the right of access in and through these areas for the purpose of doing building maintenance inspections.

There shall be an outdoor recreation space fenced up with gate located on roof of the Building containing approximately 877 square foot, with an occupancy load of 35 persons. The flooring finishes of the outdoor recreation space is of composite decking. The perimeter of outdoor recreation is fenced up with gate per code. The outdoor recreation space is not obstacles fire department access path. The sponsor is not providing the furnishing or equipment in the outdoor recreational space.

There shall be a bike storage for 15 bicycles located on the first floor by the residential lobby which are free of charge and will be provided on a first-come-first served basis or as otherwise determined pursuant to the Condominium Declaration and By-Laws. The bike storage room enclosed with fire-rated gypsum drywalls on three (3) sides and one side against the exterior masonry walls. The steel door is fireproof self-closing type provided

for security. The bike rack provided are Grid type single sided power coated steel rack. The individual bike owner provides with access keys to the bike room. The individual bike owner will lock his or her own bike on the rack with special bike lock for security.

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LOCATION AND AREA INFORMATION

1. Location

The Property is located on the north side of Woodside Avenue distance 95.15' from corner formed by the intersection of 74th Street and Woodside Avenue in the neighborhood known as Woodside in the Borough of Queens.

2. Surrounding Area

The Condominium is located in New York City, which is a leading cultural center of the world with universities, museums, libraries, theaters and cultural institutions, attracting millions of national and international tourists. All surrounding areas are fully developed, and comprising of single and multiple dwellings, including condominiums and cooperative apartments. There are various retail stores, major shopping centers located within two (2) miles of the Condominium.

3. Educational Institutions:

There are several public and parochial schools in the area including Yeshivas and Catholic Schools and public elementary and high schools. The nearest elementary school is Public School 12, which is 0.2 mile away at 72nd Street and Woodside Avenue. The nearest Junior High School is S.D.A. School of Jackson Heights located at 72-25 Woodside Avenue, which is across the street from the Condominium. The nearest Senior High School is Maspeth High School, which is about 1.5 miles away from the Condominium.

4. Zoning and Use:

The Property is in R6B and R5 zoning districts. The Building is classified under Use Group 1, 2, 3, 4 as-of-right.

5. Municipal Services

Transportation:

The nearest subway lines serving the area are the 7, E, F and M trains stopping at the Jackson Heights-Roosevelt Avenue station; and the R train stopping at the Elmhurst Avenue station.

There nearest public bus (MTA) to the Property is Q47 at 69th Street and Woodside Avenue.

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

The above services are provided by the City of New York and all charges (except

water) are incorporated into City taxes. There is a fire station located within one (1) mile from the Condominium and a police station located within two (2) miles from the Condominium.

Public Library:

There are several branches of the Queens Public Library located within one (1) mile from the Condominium.

Mailing Address and Postal Services:

The mailing address of the Building will be "73-02 Woodside Avenue, Woodside, New York 11373." The post office servicing the Building is the United States Postal Service located at 8027 Broadway, Elmhurst, NY 11373.

Medical Facilities:

The nearest hospital is Elmhurst Hospital Center, located within one (1) mile from the Condominium. There are a number of other hospitals and clinics located within two (2) miles from the Condominium.

Religious Facilities:

There are also numerous churches and synagogues in the community.

SCHEDULE A

OFFERING PRICES AND RELATED INFORMATION

73 WOODSIDE MANOR CONDOMINIUM
73-02 WOODSIDE AVENUE,
WOODSIDE, NEW YORK 11377
SCHEDULE A
THE FIRST YEAR OF CONDOMINIUM OPERATION (1) 01/01/2024 - 12/31/2024

Unit	(2) Price	(2) Number of Rooms, Bed Rooms (BR), Bathrooms (BTH)	(2)Approx. Sq. Total Footage	(2)Approx. Sq. Total Footage of Uninhabitable Space	(2) Approx. Sq. Footage of Terr/Balc/Out door Space	(2) Approx. Interior Sq. Footage of Unit	(2) Approx. Storage Sq. Footage of Unit	(3) Percentage of Common Interest	(3) Percentage of Residential Common Interest	(4) Estimated Monthly Common Charges	(4) Estimated Annual Common Chareges	(5) Estimated Monthly Real Estate Taxes	(5) Estimated Annual Real Estate Tax	(5) Estimated Annual Real Estate Tax in future years (See Notes to Schedule A in Part I of the Plan)	(5) Estimated Monthly Real Estate Tax with ICAP	(5) Estimated Annual Real Estate Taxes with ICAP
RESIDENTIAL UNITS																
1A	$334,800.00	1 Br/ 1 Bth	558	0	N/A	558	N/A	1.92%	2.55%	$ 266.09	$ 3,193.08	$ 827.00	$9,925		N/A	N/A
1B	$312,000.00	1 Br/ 1 Bth	520	0	N/A	520	N/A	1.79%	2.38%	$ 247.97	$ 2,975.63	$ 771.00	$9,249		N/A	N/A
1C	$331,800.00	1 Br/ 1 Bth	553	0	N/A	553	N/A	1.90%	2.53%	$ 263.71	$ 3,164.47	$ 820.00	$9,836		N/A	N/A
1D	$411,600.00	2 Br/ 1 Bth	686	0	N/A	686	N/A	2.36%	3.14%	$ 327.13	$ 3,925.55	$ 1,017.00	$12,202		N/A	N/A
2A	$508,200.00	2 Br/ 2 Bth	847	0	N/A	847	N/A	2.91%	3.88%	$ 403.90	$ 4,846.85	$ 1,258.00	$15,093		N/A	N/A
2B	$456,000.00	2 Br/ 2 Bth	759	0	N/A	759	N/A	2.61%	3.48%	$ 362.42	$ 4,349.00	$ 1,125.00	$13,500		N/A	N/A
2C	$507,000.00	2 Br/ 2 Bth	844	0	N/A	844	N/A	2.91%	3.87%	$ 402.95	$ 4,835.40	$ 1,251.00	$15,012		N/A	N/A
2D	$541,800.00	2 Br/ 2 Bth	903	0	N/A	903	N/A	3.11%	4.13%	$ 430.61	$ 5,167.30	$ 1,338.00	$16,062		N/A	N/A
2E	$426,000.00	2 Br/ 2 Bth	710	0	N/A	710	N/A	2.44%	3.25%	$ 338.57	$ 4,062.88	$ 1,081.00	$12,969		N/A	N/A
2F	$362,400.00	2 Br/ 1 Bth	592	0	N/A	592	N/A	2.08%	2.76%	$ 288.03	$ 3,456.31	$ 877.00	$10,530		N/A	N/A
2G	$381,600.00	2 Br/ 2 Bth	619	0	N/A	619	N/A	2.19%	2.91%	$ 303.29	$ 3,639.43	$ 942.00	$11,308		N/A	N/A
3A	$508,200.00	2 Br/ 2 Bth	888	41	41	847	N/A	2.91%	3.88%	$ 403.90	$ 4,846.85	$ 1,258.00	$15,099		N/A	N/A
3B	$456,000.00	2 Br/ 2 Bth	805	46	46	759	N/A	2.61%	3.48%	$ 362.42	$ 4,349.00	$ 1,128.00	$13,534		N/A	N/A
3C	$507,000.00	2 Br/ 2 Bth	905	51	51	854	N/A	2.91%	3.87%	$ 402.95	$ 4,835.40	$ 1,269.00	$15,223		N/A	N/A
3D	$541,800.00	2 Br/ 2 Bth	955	52	52	903	N/A	3.11%	4.13%	$ 430.61	$ 5,167.30	$ 1,341.00	$16,095		N/A	N/A
3E	$426,000.00	2 Br/ 2 Bth	760	50	50	710	N/A	2.44%	3.25%	$ 338.57	$ 4,062.88	$ 1,055.00	$12,662		N/A	N/A
3F	$362,400.00	2 Br/ 2 Bth	654	50	50	604	N/A	2.08%	2.76%	$ 288.03	$ 3,456.31	$ 898.00	$10,777		N/A	N/A
3G	$381,600.00	2 Br/ 2 Bth	680	50	50	630	N/A	2.19%	2.91%	$ 303.29	$ 3,639.43	$ 937.00	$11,239		N/A	N/A
4A	$508,200.00	2 Br/ 2 Bth	888	41	41	847	N/A	2.91%	3.88%	$ 403.90	$ 4,846.85	$ 1,258.00	$15,099		N/A	N/A
4B	$456,000.00	2 Br/ 2 Bth	805	46	46	759	N/A	2.61%	3.48%	$ 362.42	$ 4,349.00	$ 1,128.00	$13,534		N/A	N/A
4C	$507,000.00	2 Br/ 2 Bth	905	51	51	854	N/A	2.91%	3.87%	$ 402.95	$ 4,835.40	$ 1,269.00	$15,223		N/A	N/A
4D	$541,800.00	2 Br/ 2 Bth	955	52	52	903	N/A	3.11%	4.13%	$ 430.61	$ 5,167.30	$ 1,341.00	$16,095		N/A	N/A
4E	$426,000.00	2 Br/ 2 Bth	760	50	50	710	N/A	2.44%	3.25%	$ 338.57	$ 4,062.88	$ 1,055.00	$12,662		N/A	N/A
4F	$362,400.00	2 Br/ 1 Bth	654	50	50	604	N/A	2.08%	2.76%	$ 288.03	$ 3,456.31	$ 898.00	$10,777		N/A	N/A
4G	$381,600.00	2 Br/ 2 Bth	680	50	50	630	N/A	2.19%	2.91%	$ 303.29	$ 3,639.43	$ 937.00	$11,239		N/A	N/A
5A	$595,000.00	2 Br/ 2 Bth	1342	46	46	1296	N/A	3.41%	4.54%	$ 472.89	$ 5,674.69	$ 1,976.00	$23,715		N/A	N/A
5B	$585,000.00	2 Br/ 2 Bth	1212	59	59	1153	N/A	3.35%	4.46%	$ 464.94	$ 5,579.31	$ 1,732.00	$20,787		N/A	N/A
5C	$473,400.00	2 Br/ 2 Bth	839	50	50	789	N/A	2.71%	3.61%	$ 376.25	$ 4,514.95	$ 1,172.00	$14,067		N/A	N/A
5D	$520,200.00	2 Br/ 2 Bth	961	100	100	861	N/A	2.98%	3.97%	$ 413.44	$ 4,961.30	$ 1,288.00	$15,455		N/A	N/A
Subtotal	$13,112,800.00		23239	935	935	22304	N/A	75.18%	100.00%	$ 10,421.71	$ 125,060.54	$33,247.00	$398,968.00		N/A	N/A
NON-RESIDENTIAL UNITS																
Community Facility Units																
CF1	$2,500,000.00	N/A	4629	N/A	N/A	2448	N/A	14.33%	N/A	$ 1,986.90	$ 23,843.22	$ 3,160.00	$ 11,257.00		$ 770.00	$ 9,243.00
CF2	$360,000.00	N/A	1056	N/A	N/A	1056	N/A	2.06%	N/A	$ 286.11	$ 3,433.42	$ 1,481.00	$ 17,773.00		$ 380.00	$ 4,554.00
CF3	$480,000.00	N/A	1661	N/A	N/A	1661	N/A	2.75%	N/A	$ 381.49	$ 4,577.90	$ 938.00	$ 37,917.00		$ 349.00	$ 4,186.00
Subtotal	$3,340,000.00		7346	N/A				19.15%		$ 2,654.54	$ 31,854.54	$ 5,579.00	$ 66,947.00		$ 1,499.00	$ 17,983.00
Parking Units				N/A												
P1	$45,000.00	N/A	N/A	N/A	N/A	N/A	N/A	0.26%	N/A	$ 35.76	$ 429.18	$ 77.32	$ 928.00		N/A	N/A
P2	$45,000.00	N/A	N/A	N/A	N/A	N/A	N/A	0.26%	N/A	$ 35.76	$ 429.18	$ 77.32	$ 928.00		N/A	N/A
P3	$45,000.00	N/A	N/A	N/A	N/A	N/A	N/A	0.26%	N/A	$ 35.76	$ 429.18	$ 77.32	$ 928.00		N/A	N/A
P4	$45,000.00	N/A	N/A	N/A	N/A	N/A	N/A	0.26%	N/A	$ 35.76	$ 429.18	$ 77.32	$ 928.00		N/A	N/A
P5	$45,000.00	N/A	N/A	N/A	N/A	N/A	N/A	0.26%	N/A	$ 35.76	$ 429.18	$ 77.32	$ 928.00		N/A	N/A
P6	$45,000.00	N/A	N/A	N/A	N/A	N/A	N/A	0.26%	N/A	$ 35.76	$ 429.18	$ 77.32	$ 928.00		N/A	N/A
P7	$45,000.00	N/A	N/A	N/A	N/A	N/A	N/A	0.26%	N/A	$ 35.76	$ 429.18	$ 77.32	$ 928.00		N/A	N/A
P8	$45,000.00	N/A	N/A	N/A	N/A	N/A	N/A	0.26%	N/A	$ 35.76	$ 429.18	$ 77.32	$ 928.00		N/A	N/A
P9	$45,000.00	N/A	N/A	N/A	N/A	N/A	N/A	0.26%	N/A	$ 35.76	$ 429.18	$ 77.32	$ 928.00		N/A	N/A
P10	$45,000.00	N/A	N/A	N/A	N/A	N/A	N/A	0.26%	N/A	$ 35.76	$ 429.18	$ 77.32	$ 928.00		N/A	N/A
P11	$45,000.00	N/A	N/A	N/A	N/A	N/A	N/A	0.26%	N/A	$ 35.76	$ 429.18	$ 77.32	$ 928.00		N/A	N/A
P12	$45,000.00	N/A	N/A	N/A	N/A	N/A	N/A	0.26%	N/A	$ 35.76	$ 429.18	$ 77.32	$ 928.00		N/A	N/A
P13	$45,000.00	N/A	N/A	N/A	N/A	N/A	N/A	0.26%	N/A	$ 35.76	$ 429.18	$ 77.32	$ 928.00		N/A	N/A
P14	$45,000.00	N/A	N/A	N/A	N/A	N/A	N/A	0.26%	N/A	$ 35.76	$ 429.18	$ 77.32	$ 928.00		N/A	N/A
P15	$40,000.00	N/A	N/A	N/A	N/A	N/A	N/A	0.23%	N/A	$ 31.79	$ 381.49	$ 77.32	$ 928.00		N/A	N/A
P16	$40,000.00	N/A	N/A	N/A	N/A	N/A	N/A	0.23%	N/A	$ 31.79	$ 381.49	$ 77.32	$ 928.00		N/A	N/A
P17	$40,000.00	N/A	N/A	N/A	N/A	N/A	N/A	0.23%	N/A	$ 31.79	$ 381.49	$ 77.32	$ 928.00		N/A	N/A
P18	$40,000.00	N/A	N/A	N/A	N/A	N/A	N/A	0.23%	N/A	$ 31.79	$ 381.49	$ 77.32	$ 928.00		N/A	N/A
P19	$40,000.00	N/A	N/A	N/A	N/A	N/A	N/A	0.23%	N/A	$ 31.79	$ 381.49	$ 77.32	$ 928.00		N/A	N/A
P20	$40,000.00	N/A	N/A	N/A	N/A	N/A	N/A	0.23%	N/A	$ 31.79	$ 381.49	$ 77.32	$ 928.00		N/A	N/A
P21	$40,000.00	N/A	N/A	N/A	N/A	N/A	N/A	0.23%	N/A	$ 31.79	$ 381.49	$ 77.32	$ 928.00		N/A	N/A
P22	$40,000.00	N/A	N/A	N/A	N/A	N/A	N/A	0.23%	N/A	$ 31.79	$ 381.49	$ 77.32	$ 928.00		N/A	N/A
P23	$40,000.00	N/A	N/A	N/A	N/A	N/A	N/A	0.23%	N/A	$ 31.79	$ 381.49	$ 77.32	$ 928.00		N/A	N/A
Subtotal	$990,000.00	N/A	N/A	N/A	N/A	N/A	N/A	5.68%	N/A	$ 786.81	$ 9,441.91	$ 1,778.28	$ 21,339.00		N/A	N/A
Totals	$17,442,800.00	N/A	30585	N/A	N/A	N/A	N/A	100.00%	N/A	$ 13,863.07	$ 166,357.00	$ 40,604.00	$ 487,254.00		N/A	N/A

THE LIMITED COMMON ELEMENTS SUCH AS THE BALCONY ARE UNINHABITABLE SPACE AND MAY NOT BE LEGALLY USED FOR ANY RESIDENTIAL USES INCLUDING BEDROOM, DINING ROOM, OR ANY OTHER USE CONSIDERED TO BE A HABITABLE SPACE AS DEFINED BY THE NEW YORK CITY BUILDING CODE. THEIR USE AS A LIVING OR SLEEPING SPACE MAY RESULT IN A BUILDING CODE VIOLATION BEING ISSUED AGAINST THE BUILDING AND THE IMPOSITION OF FINES AGAINST THE BUILDING. NO CELLAR OR STORAGE SPACE IS ASSIGNED TO ANY UNIT.

THE COLUMNS TITLED (2) APPROX. SQ. FOOTAGE OF TERR/BALC/OUT DOOR SPACE AND (2) APPROX. STORAGE SQ. FOOTAGE OF UNIT ABOVE ALSO REPRESENTS THE SQUARE FOOTAGE OF LIMITED COMMON ELEMENTS PLEASE REFER TO NUMBER (5) OF THE NOTES TO SCHEDULE A IN PART I OF THE OFFERING PLAN FOR ESTIMATED HIGHER TAXES IN FUTURE YEARS

NOTES TO SCHEDULE A

(1) Amounts are projected on the assumption that the First Year of Condominium Operation will be the year from January 1, 2024 through December 31, 2024. The actual First Year of Condominium Operation may begin earlier or later than that year.

(2) Floor Plans depicting layouts of Units in this Schedule A appear in Part II of the Plan. Purchasers should note that the sellable square footage of each Unit, as reflected in Schedule A and the Floor Plans set forth in Part II of the Plan are approximate. The square footage calculations of the Units in Exhibit B to the Declaration set forth in Part II of this Plan are also approximate and do not include the square footage of any Common Element. Each Unit will be measured horizontally from the exterior side of the exterior walls (columns, mechanical pipes, shafts, shaftways, chases, chaseways and conduits are not deducted from the measurement of each Unit) to the exterior side of partitions separating one Unit from public corridors, or to the centerline of the partitions separating one Unit from another Unit, or separating one Unit from stairs, elevators and other mechanical equipment spaces or any Common Elements; or to the Unit side of the opposite exterior walls. Because dimensions listed are based on measurements from exterior walls, they do not accurately represent the interior space in the Units and substantially exceed the actual floor area. Floor area may include columns, mechanical pipes shafts, shaftways chases, chaseways and conduits which may be incorporated behind protruding walls or may be separately enclosed as freestanding columns thereby reducing the available floor area. Each Unit also includes any appurtenant space immediately adjacent to a Unit, which is only accessible or usable by a particular Unit and being deemed a Limited Common Element appurtenant to such Unit and for the exclusive use and benefit of such Unit. Each Unit also includes the interior doors and walls and all plumbing, gas and electrical fixtures, lines, conduits and equipment such as refrigerators, dishwashers, panel boxes, ranges and other appliances, as may be affixed, attached or appurtenant to said Unit. Since the area calculations are not based upon measurements from interior surfaces of interior walls, the usable floor area of the Units is substantially less than the area listed in Schedule A. Measurements are approximate and are within reasonable tolerances. The Limited Common Elements consist of the portions of the Property (other than the Units and the Common Elements) existing for the sole use and enjoyment of certain Unit Owners to the exclusion of all other Unit Owners. No structures of any kind may be erected on these Limited Common Elements at the Premises without the express written permission of the Board of Managers, except for temporary structures, such as tents used exclusively for recreational camping purposes, umbrellas, privacy screens and so on. Any temporary structure on the Limited Common Elements should not obstruct views, create a safety hazard, or violate any building codes or zoning regulations. Each Unit Owner of a Unit to which a Limited Common Element is appurtenant shall be responsible for the cost and performance of all painting, decorating and non-structural ordinary maintenance, repairs, cleaning and replacements to such Limited Common Element. However, the costs and expenses of any structural or extraordinary repairs or replacements to any Limited Common Element, unless the need for such repair or replacement was caused by the negligent act or omission of the Owner of the Unit to which it is appurtenant, shall be

allocated to all Unit Owners as a Common Expense. The Board of Managers shall have the right of access in and through these areas for the purpose of doing building maintenance inspections. Notwithstanding anything herein to the contrary, a Unit Owner who wishes to paint, decorate or make any other changes to a Limited Common Element appurtenant to his or her Unit, and which change deviates from the Limited Common Element as it was originally delivered by Sponsor, must first obtain express written permission from the Board of Managers.

(2) The Purchase Prices of Units may be negotiated by Sponsor and therefore, may be changed. No such change will be made other than pursuant to a duly filed amendment to the Plan filed in advance of any such change, except that Sponsor reserves the right to decrease Purchase Prices or modify other monetary terms of sale, including granting a mortgage loan contingency in a Purchase Agreement in an amount agreed to by Sponsor, without filing an amendment to the Plan at any time during the offering period, if such a decrease in the Purchase Price, modification of other monetary terms of sale, or mortgage loan contingency does not constitute a general offering or an advertised price, but is rather the result of an individually negotiated transaction. A Purchaser of a Unit will be required to make a contribution at the Closing of Title to the Working Capital Fund in an amount equal to 2 months' Common Charges assessed against the Unit. See "Changes in Prices and Units" and "Unit Closing Costs and Adjustments" in Part I of the Plan, for a more detailed description of purchase prices and closing costs.

(3) The respective Common Interest of each Unit in the Common Elements, in accordance with the provisions of Section 339-i(1)(iv) of the Condominium Act, is based upon floor space, subject to the location of such space and additional factors of relative value to other space in the Condominium, as well as, the uniqueness of the Unit. The Common Interest is the proportionate undivided interest, expressed as a numerical percentage, in the Common Elements appertaining to each Unit.

(4) The projected monthly Common Charges provide for the maintenance of the Property outlined in Schedule B. The actual first year of operation may be earlier or later than the projected annual period. In addition to these estimated charges, each Unit Owner will be responsible for paying the following charges pertaining to their Unit:

(i) mortgage debt payments under any loan or loans obtained to finance the acquisition of a Unit;

(ii) the cost of electricity, cable, or internet service supplied to the Unit, which will be separately metered or measured by, and will be payable directly to, the utility company or provider of such services as and when billed; See "Budget for Individual Energy Costs Schedule B-1" in Part I of the Plan for a more detailed description of the projected cost of electricity supplied to the Unit.

(iii) the cost of interior repairs to, and the maintenance, painting and decoration of, the Unit (including, without limitation, the equipment and appliances contained therein); and

(iv) the cost of insurance that the Unit Owner covering (a) furniture, belongings, equipment and other personal property and (b) The Unit Owner's liability to others for personal injury or property damage as a result of occurrences in the Unit. Common

Expenses are allocated only among the Unit Owners in accordance with their Common Interest.

(5) Upon substantial completion of construction, the Residential portion of the property will be classified by the New York City Department of Finance ("DOF") as a Tax Class 2 property, and the Community Facility Units and Parking Units will be classified as a Tax Class 4 property. The policy of DOF is to apportion each Unit's real estate taxes based on its Common Interest. However, Sponsor makes no representation that DOF will actually apportion the real estate taxes for each Unit based on Common Interest. Real estate tax valuation consultant, SJP Tax Consultants Inc., 149-41 14th Avenue, Whitestone, NY 11357 ("SJP"), has provided estimates of the tax liability for all of the Residential Units, Community Facility Units and Parking Units of the Condominium. The estimated first year of operation of the Condominium will commence on or about January 1, 2024.

The site will consist of fifty-five separate tax lots. Twenty-nine units will be residential units, three units will be community facility units and twenty-three units will be parking units. The subject property is located at 73-02 Woodside Avenue, Queens NY 11373, and is known as Block: 1353, Lot: 26, with the NYC Department of Finance ("DOF"); There will be separate condominium tax lots filed with DOF for each residential, community facility and parking units. The Property is currently classed as Tax Class 2 with the DOF. Based on the explanation below, the DOF Surveyor's Office shall class the Residential Units as a Tax Class (2) and thus levy the assessed value on a 45% rate of the market value and class the Community Facility Units as Tax Class (4) and thus levy the assessed value on a 45% rate of the market value.

Tax Class 2 CAP: The Residential Units will be classified as tax class 2 properties when individually assessed. Tax class 2 properties are residential property with more than 3 units including cooperatives and condominiums. The Property Tax Rate for Tax Year 2023 of 12.267% was used for the 2023/2024 projection and a projected tax rate of 12.280% was used for 2024/2025. Per New York Real Property Tax Law section 1805, tax class two (2) properties are subject to an assessment cap of 45%. Specifically, the law states that an assessor of any special assessing unit shall not increase the assessment of any parcel in a single year by more than eight percent and shall not increase such assessment by more than thirty percent in any five-year period. We believe that DOF will continue to tax the property for 2023/2024 as a class 2 property because of the new construction, and that such increase was already placed on the assessment roll and is not subject to the limitation on increases described above. Since prior assessment rolls also reflect an increase in assessed valuation due to the construction work, in 2024/2025 we believe that there will be minor to 0 additional increases due to construction. In future years increases in assessed value cannot exceed eight percent annually and 20% over any five-year period.

Tax Class 4 CAP: The Community Facility and Parking Units will be classified as tax class 4 properties when individually assessed. Tax class 4 properties include all commercial or industrial property, such as office, retail or factory buildings including parking units. The Property Tax Rate of Tax Year 2023 of 10.646% was used for the 2023/2024 projection and a projected tax rate of 10.755% was used for 2024/2025. Per New York

Real Property Tax Law section 1805, tax class four (4) properties are subject to an assessment cap of 45%. Specifically, the law states that an assessor of any special assessing unit shall not increase the assessment of any parcel in a single year by more than eight percent and shall not increase such assessment by more than thirty percent in any five-year period. We believe that DOF will continue to tax the property for 2023/2024 as a class 2 property because of the new construction, and that such increase was already placed on the assessment roll and is not subject to the limitation on increases described above. Since prior assessment rolls also reflect an increase in assessed valuation due to the construction work, in 2024/2025 we believe that there will be minor additional increases due to construction. Although not reflected in this projection of real estate taxes for the 1st year of condominium operations, upon approval of the separate condominium tax lots filed with DOF for each residential, community facility and parking units these units will be changed from class 2 to class 4 properties. In future years increases in assessed value cannot exceed eight percent annually and 20% over any five-year period.

2023/2024 Assessed Value and Tax Liability:

As per the Tentative Assessment from the Taxable Status Date of January 5, 2023, the DOF has set the 2023/2024 Tentative Taxable Assessed Value at 3,534,750. Using the 2023 tax rate of 12.267% for tax class 2 properties, the annual tax liability is $433,608. This amount will be the tax liability for tax year starting July 1, 2023 and ending June 30, 2024. 2024/2025 Post-Completion Projected Assessed Value and Tax Liability. Considering the aforementioned factors, we are estimating that for the post-completion tax year of 2024/2025, the DOF will set the Taxable Assessed Value at approximately 3,598,911. Using a 2024 projected tax rate of 12.280% for class 2, the Projected Tax Liability will be approximately $441,946.

ICAP (Industrial Commercial Abatement Program): The ICAP abatement would apply to the Community Facility Units only. A Preliminary Application was filed, and a filing receipt has been issued by the NYC Department of Finance. The ICAP Final application was submitted within 1 year of the project obtaining its work permit. A copy of the ICAP filing receipt and proof that the final application was submitted to NYC Department of Finance can be found in Attachment B.

The ICAP abatement, which applies to the Community Facility Units only and when separately assessed, will consist of a benefit period of 25 years for commercial construction inside a special area without inflation protection. Implementation of the tax abatement under the ICAP program is not available until the earlier of: (a) January 5th of a tax year following completion of construction or (b) four years from the date of issuance of the first building permit. If the project takes longer than 5 years to build the benefits years may be reduced. Due to this delay in benefit implementation, it is not anticipated that the ICAP benefits would be received in the 1st year of condominium operation. Therefore, the Attachment A of this Opinion Letter does not include the real estate taxes with and without ICAP benefits.

When individual assessed it is estimated that the Retail Units without the ICAP benefit will

be as follows:

CF1: Assessed Valuation ("AV"): 356,172, annual tax: $37,917
CF2: AV: 105,735; annual tax: $11,257
CF3: AV: 166,950, annual tax: $17,773

With ICAP Benefits will be as follows:
CF1: Assessed Valuation ("AV"): 86,821, annual tax: $9,243
CF2: AV: 39,320; annual tax: $4,186.
CF3: AV: 42,777, annual tax: $4,554

Eligible Properties receive an abatement of their taxes equal to a percentage of the Abatement Base. The Abatement Base is equal to the Post Completion Tax minus 115% of the Initial Tax. Neither the Post Completion Tax nor the Initial Tax includes the assessed value of the subject property's land, and the ICAP Abatement is not available to reduce the real estate tax attributed to its land.

This property would be eligible for a twenty-five (25) year ICAP, partial real estate tax abatement, broken down as follows:

Following completion of work:

Year	Abatement
1-21	100%
22	80%
23	60%
24	40%
25	20%

See "Tax Opinion of Counsel" in Part I of this Plan.

(6) The total monthly carrying charges do not reflect the after tax cost of the carrying charges. Please consult Counsel's Income Tax Opinion in Part I of this Plan for conditions of deductibility. Purchasers are strongly encouraged to consult with their own tax professionals to ascertain the tax costs and benefits, if any, of ownership of a Unit.

PURCHASERS ARE ADVISED THAT THE FOREGOING INFORMATION IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTY BY ANYONE THAT THE ANNUAL CARRYING CHARGES OR EXPENSES FOR THE FIRST OR ANY SUBSEQUENT YEAR OF OPERATION OF THE CONDOMINIUM WILL BE AS STATED, OR THAT SUCH CARRYING CHARGES OR EXPENSES WILL NOT VARY FROM THE AMOUNTS SHOWN IN SCHEDULE A.

(7) INHABITABLE SPACE MAY NOT BE LEAGLLY USED AS A BEDROOM OR LIVING ROOM AND THAT TO DO SO MAY RESULT IN A BUIDING CODE VIOLATION BEING ISSUED FOR THE BUIDING.

SCHEDULE B
PROJECTED BUDGET
73 WOODSIDE MANOR
73-02 WOODSIDE AVENUE, WOODSIDE, NEW YORK
ESTIMATED BUDGET FOR FIRST YEAR OF CONDOMINIUM OPERATIONS
COMMENCING January 1, 2024

PROJECTED INCOME

1.	COMMON CHARGES	$166,357

PROJECTED EXPENSES

1.	Labor	$49,989
2.	Gas	$5,323
3.	Electricity	$8,282
4.	Water Charges & Sewer Rents	$37,874
5.	Service Contracts	$10,700
6.	Repairs, Maintenance & Supplies	$7,000
7.	Insurance	$18,036
8.	Management	$18,000
9.	Legal and Audit Fees	$1,000
10.	Other Expenses	$2,000
11.	Contingency	$1,500
12.	Reserve	$6,653
	TOTAL EXPENSES	$166,357

NOTES TO SCHEDULE B
FOR YEAR 1 BUDGET COMMENCING JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

PROJECTED INCOME – $166,357

This figure does not include any interest income that may be received by the Board of Managers from investment of the Working Capital Fund to be established at the various Unit Closings. For more information regarding the Working Capital Fund, see the section of the Plan titled, "Working Capital Fund and Reserve Fund". It is expected that all or part of the Working Capital Fund will be expended during the first or subsequent years of operation. Accordingly, any interest income cannot be determined with exactitude. For this reason, and for the further reason that such interest income does not reflect normally anticipated income from operations, no interest income has been included in the estimated income for the First Year of Condominium operation.

Common Charges

The Common Charges represent the aggregate of each Residential, Community Facility and Parking Units' share of the Common Expenses, which are allocated among the Units pursuant to the following paragraphs. Common Charges projected herein are based upon estimated expenses for the twelve (12) month period commencing January 1, 2024. In the event the projected commencement date of the first year of Condominium operation is to be delayed more than six (6) months from the anticipated date of the First Unit Closing, the Plan will be amended to include a revised budget disclosing the then current budget projections. Sponsor will not declare the plan effective if any material changes to the budget are not yet disclosed in an amendment to the Plan.

If the Common Charges in the revised budget projections exceed the earlier budget projections by twenty five percent (25%) or more, the Sponsor will offer all purchasers for fifteen (15) days the right to rescind their Purchase Agreement and have their Down Payments refunded to them.

Projected Expense

1. **Labor ($49,989)**

The payroll projection for the Building is based upon one (1) part-time, non-union, superintendent who lives in the Building and one (1) part-time janitor who lives within a block or 200 feet from the Building.

As of the date of filing of the Plan, compliance with Administrative Code of the City of New York, Section 27-2052, et seq ("Section 27- 2052") would require the Condominium Board to employ a superintendent residing within a distance of one block or 200 feet from the dwelling, whichever is greater, to provide janitorial services, or otherwise engage a third party to perform janitorial services on a twenty-four-hour-a-day basis, either of which

constituting a Common Expense of the Condominium. All costs and expenses of the superintendent's Unit and repairs thereto, as well as all utilities serving same, shall be expenses of the Condominium Board at all times whether or not the superintendent is then occupying the superintendent's Unit and whether or not title thereto has been conveyed to the Condominium Board. The projected wages of the part-time superintendent and the part-time janitor set forth below meet state minimum wage laws:

The condominium will provide a janitor who lives within a block from the building to provide janitorial service. The janitor will be responsible for the cleaning and maintenance of the building, including the making of minor repairs; the furnishing of heat and hot water, where supplied from a central source; the removal of garbage, refuse, ashes and wastes from the premises; and the removal of snow, ice, dirt and other matter from the sidewalk and gutter. It is estimated that the janitor will work 28 hours per week at a rate of $18.00 per hour. Initially, the working hours are set from 3 pm to 7 pm, Monday to Sunday. Working hours may be subject to change at the condominium board's discretion.

[redacted] will be the live-in superintendent. The superintendent will be responsible for addressing emergency situations in the building that may arise and endanger persons or property, ensuring that the building complies with local building ordinances and regulations, supervising staff, monitoring the overall maintenance of the building, ordering supplies, and contacting vendors like plumbers, electricians, and handymen for special repairs. Due to the nature of the superintendent's job description, his working hours may vary; however, it is projected that [redacted] will work 15 hours per week at a rate of $22.00 per hour. [redacted] will be paid $17,160 for the first operating year of the Condominium. As for the superintendent unit, [redacted] will purchase Uni[redacted] and self-occupy the same. [redacted] will pay offering price, reserve, working capital fund and monthly common charge that are listed in Schedule A for Uni[redacted]. The utilities and any other expenses of Unit [redacted] will also be paid by [redacted]. So long as [redacted] owns Unit [redacted], [redacted] shall have all the rights and obligations of a Unit Owner of the Condominium. [redacted] The Condominium's obligations on the cost and expenses of Unit [redacted] will be the same as the Condominium's obligations on any other residential Unit. [redacted] When the Board of Managers is no longer under the Sponsor's control, the Board of Managers will have the right to continue [redacted] employment as the live-in superintendent at a wage to be agreed by the parties or hire another person living in or outside of the building as the superintendent who may be a part-time or full-time employee. The prevailing rate for a full-time superintendent is $48,000 per year which would require that a substantial increase in the common charges to pay for such. [redacted]

The staff of the Condominium will not be union members.

All Legal Requirements with respect thereto will be complied with, including Section 27-2052. It is the opinion of the Sponsor's attorney that this level of staffing complies with all applicable housing and labor laws.

1.	Position	Annual Base Wage
2.	Part-Time Superintendent	$17,160
3.	Part-Time Janitor	$26,208
4.	Total Base Wages	$43,368
5.	FICA	$3,318
6.	FUTA	$84
7.	SUTA	$1,009
8.	Worker's Compensation	$2,160
9.	DBL	$50
	TOTAL WAGES TAXES & BENEFITS	$49,989

2. Gas ($5,323)

Gas service shall be provided by the Consolidated Edison Company of New York. Each Unit will be separately metered for gas service, and each such Unit Owner shall be required to pay for gas consumed in its Unit. The budgeted amount is for gas service to the gas consumption of the common areas including common dryers only, and is based on data in the common utility costs report from Tan Architect PC. It is not possible to predict the actual expenses for gas during the First Year's operation since such expenses will vary with the occupancy rate, fluctuations in fuel cost adjustments, State and City Surcharges and variations in annual climactic conditions. The budgeted amount assumes a rate of $1.91/therm based upon an anticipated total consumption of 2,787 therms for the first year of Condominium Operation, for an estimated annual cost of $5,323.

3. Electricity ($8,282)

Each Community Facility Unit will be separately metered for electricity, and each Unit Owner shall be required to pay for electricity consumed in its Unit. Common site electric meters are for the passenger elevator, lighting in public corridors and stairs, pumps, fans and heating for common area, common washers, hot water heaters for common area, mechanical equipment and miscellaneous common electric power for the Common Elements. Electrical service shall be provided by the Consolidated Edison Company of New York. The projection is based upon standard engineering formulas provided in the common utility costs report from **Tan Architect P.C**. Actual usage will be sensitive to the equipment that is installed and the habits of the Unit Owners, which may vary significantly. Estimated common electrical usage includes but is not limited to the average lighting in the lobby, cellar, ground floor, corridors, outdoor lighting, boiler, water pumps, common area heating and two elevator(s). The budgeted amount assumes a rate of $0.27 per kWh based on an anticipated annual consumption of 30,673 kWh plus sales tax for an estimated annual cost of $8,282.

4. Water/Sewer for Building ($37,873.52)

Based on an estimate contained in the common utility costs report from **Tan Architect P.C.** the total estimated consumption for water and sewer is at a cost of $10.619 per Hundred Cubic Foot; the projected annual water and sewer cost is $37,873.52. It should be noted that there have been significant increases in N.Y.C. water and sewer charges in recent years and this trend is likely to continue. The projection is based upon standard engineering formulas, historical and data base comparisons, and best information available. Actual usage will be sensitive to the equipment that is installed and the habits of the Unit Owners, which may vary significantly.

5. Service Contracts ($10,700)

It is projected that the Condominium will enter into maintenance agreements for the following services:

1.	Elevator Maintenance	$7,500
2.	Sprinkler System/Fire Protective Alarm System	$2,000
3.	Exterminator	$1,200
	TOTAL SERVICE CONTRACTS	$10,700

6. Repairs, Maintenance & Supplies ($7,000)

Includes normal repair, maintenance and supplies with respect to common areas including lighting, public walkways and stairways, maintenance and painting of entrances, roof and building structure, and all building supplies. No amount is included for items covered by construction warranties or for the cost of any major capital expenditure in the Building. The budgeted number does not include repairs, painting, maintenance or supplies (including appliances) for individual Units, which are the responsibility of the individual Unit Owners. During the first year of operation, major repairs are not expected to be necessary as this Building will be new construction.

7. Insurance ($18,035.77)

The following is recommended for the Condominium for the First Year of Condominium operation. The proposed premium for the Property is based upon a quote provided by TyAnn Coverage LLC with an address at 136-17 39th Avenue, Suite 3G, Flushing, NY 11354 dated 10/26/2022. The following are the current estimated premiums; however the premium quoted is subject to rates and underwriting at the time the coverage is written:

1.	Coverages & Limited	Premiums
2.	Per building - $8,500,000 limit, subject to a deductible of $1,000 per occurrence	$18,035.77
3.	Maintenance fees - Actual loss - No deductible	Included
4.	Liability - Comprehensive form - $1,000,000 per occurrence and $2,000,000 per aggregate	Included
5.	Fire damage legal liability - $50,000 per occurrence	Included

6.	Water Damage – Covered, subject to the building deductible	Included
	TOTAL ANTICIPATED ANNUAL PREMIUM	$18,035.77

The above package policy provides that all Unit Owners are listed ASA additional insured party. Waiver of subrogation clause, waiver of pro-rata reduction if Unit Owners obtain additional coverage, waiver of invalidity due to acts of insured & Unit Owners and replacement cost coverage endorsement are included in the package. Notice will be sent to owners and board of managers in event of cancellation.

It is the opinion of the insurance broker that the fire insurance coverage budgeted in the offering plan, namely $8,500 is adequate to cover replacement cost since the policy is for agreed amount which waives co-insurance. It is in the insurance broker's opinion that the actual coverage quoted in the plan for All Risk for the building is adequate to cover 100% percent of the replacement cost of the insurable portion of the premises. The proposed level of coverage provides that the insured shall not be a co-insurer. The proposed policy does cover replacement cost.

The proposed coverages are provided by a New York licensed company with a best rating of "A" – excellent and meets the requirements of any mortgage lender produces by sponsor.

It is recommended that the board of managers consider the purchase of the following policies at additional costs:

(a) Directors & Officers Liability;
(b) Boiler & Machinery;
(c) Workers Compensation;
(d) Disability;
(e) Auto liability; and
(f) Excess liability.

Each individual Unit Owner should consider the desirability of obtaining additional insurance at his own cost for the following coverage, which is not included in the above coverage: fire or casualty losses to the contents of the Unit and any replacements, additions, upgraded fixtures and improvements therein; and liability for personal injury or property damages as a result of occurrences in the Unit, including water damage legal liability to cover damage arising from leaks or other conditions within the Unit.

The budget provided in Schedule B does not include the insurance premium for officers' and directors' liability coverage. UNIT OWNERS SHOULD CONSULT THEIR INSURANCE AGENT AS TO THE AVAILABILITY OF INSURANCE TO COVER ALL OF THE AFOREMENTIONED AND ANY ADDITIONAL COVERAGE WHICH MIGHT BE RECOMMENDED.

8. Management Fees ($18,000)

At or prior to the First Closing, the Condominium will enter into a management agreement with the Sponsor or an affiliate of the Sponsor as Managing Agent ("Managing Agent") for a term of two (2) year, commencing on the date of the First Unit Closing at an annual fee for the First Year of operation of $18,000 per year, payable in twelve (12) equal monthly installments of $1,500. The cost of management is consistent with the prevailing market rate for such services in comparable buildings. As long as the Sponsor controls the Board of Management, it will make decisions regarding the Managing Agent, so it is highly likely that the management agreement will be renewed for duration of control period. For further details as to the responsibilities of the managing agent, see the section of the Plan entitled "MANAGEMENT AGREEMENT, CONTRACTS AND LICENSES".

Tim Hei Chan, the principal of the Sponsor, 73 M&C Realty LLC, having an office address at 42-45 77th Street, Elmhurst, NY 11373, will serve as the Managing Agent of the Condominium. See the section entitled MANAGING AGENT in IDENTITY OF PARTIES.

9. Legal & Audit Fees ($1,000)

The estimate of legal expense is based upon any anticipated consultation with an attorney to be retained by the Board of Managers. Such consultation would include, but not be limited to, issues raised by the Board of Managers in connection with the operation of the Property. Since no separate counsel has been appointed by Sponsor for the Condominium and as it is expected that each Purchaser shall be represented by an attorney in connection with the purchase of a Unit, it is not anticipated that further legal expense shall be required by the Condominium during the First Year of Condominium operation. However, in the event that legal services are required by the Condominium in excess of the First-Year estimate, then such services would be billed on an hourly rate or monthly retainer rate to be determined and negotiated by the Board of Managers with the attorney to be retained. The estimate of Accounting Expenses of $1000 is based upon the proposal from J.C.L. Certified Public Accountants, LLC dated December 15, 2022 with costs for accounting services that will consist of preparation of yearly audited financial statements.

10. Other Expenses ($2,000)

The budgeted amount for other expenses includes administrative fees and reimbursements is based on the costs of the following items in comparable buildings: various office supplies, telephone, postage, permits, inspections fees, filings, transportation, photocopies and other miscellaneous items.

11. Contingency ($1,500)

The contingency reserve provides for possible expenses not included in the projected budget or possible increases in one or more categories of operating expense beyond the projected amounts. It is not intended to be a reserve for capital improvements. If additional funds are required over and above these funds, it may be necessary to increase Common Charges or separately assess all Unit Owners. Sponsor has attempted to make accurate estimates. However, due to inflation, changes in the economy and unforeseen factors, it is likely that actual expenditures will differ from estimates set forth herein.

12. Reserve ($6,653)

The reserve fund provides a fund for possible overages in the budget including but not limited to categories provided in footnotes 1-11. There can be no assurance that the Reserve fund will be sufficient to pay for all of the aforesaid expenses. If additional funds are required over and above these funds, it may be necessary to increase Common Charges or separately assess all Unit Owners. The cost of this budget item will be borne by all Unit Owners in accordance with the respective Common Interests allocated to their respective Units.

IN THE OPINION OF ERIC LI (SET FORTH IN THE SECTION TITLES "CERTIFICATIONS" IN PART II OF THIS OFFERING PLAN), THE PROJECTED INCOME IS ADEQUATE TO MEET THE PROJECTED COMMON EXPENSES FOR THE FIRST YEAR OF CONDOMINIUM OPERATION, ASSUMING SUCH FIRST YEAR TO BE THE 12-MONTH PERIOD COMMENCING JANUARY 1, 2024. THE FOREGOING SCHEDULE, HOWEVER, IS NOT INTENDED AND SHOULD NOT BE TAKEN AS A GUARANTEE OR WARRANTY BY ANYONE THAT THE ANNUAL COMMON CHARGES OR OTHER INCOME AND EXPENSES FOR SUCH FISCAL YEAR OR ANY SUBSEQUENT YEAR OF OPERATION OF THE PROPERTY WILL BE AS SET FORTH IN SAID SCHEDULE. IT IS LIKELY THAT THE ITEMS OF INCOME AND EXPENSE WILL VARY FROM AMOUNTS SHOWN IN THE SCHEDULE.

Sponsor reserves the right to enter into additional or other service, maintenance, employment, concessionaire and other agreements that will be binding on the Condominium upon commencement of condominium operation. Sponsor shall not, however, enter into any binding service, maintenance, employment, concessionaire or other agreements that will materially increase the first year's projected Common Charges or that will be binding on the Condominium for a period of more than two (2) years, unless the Plan is amended.

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SCHEDULE B-1

73 WOODSIDE MANOR ESTIMATED UTILITY COSTS FOR RESIDENTIAL UNITS
January 1, 2024 – December 31, 2024

TAN ARCHITECT PC

ARCHITECTURE ..... ENGINEERING ..... PLANNING ..... INTERIOR DESIGN
194-02 Northern Blvd. . Suite#205 . Auburndale. New York 11358 . (718) 224-1130/Tel . (718) 224-1137/Fax . info@tanarchitect.com

July 25, 2022

73 M & C Realty LLC
42-45 77th Street
Elmhurst, NY 11373

RE: 73 Woodside Manor Condominium
73-02 Woodside Avenue
Woodside, NY 11377

Gentlemen:

The following are my estimations of the heating, domestic hot water, cooking, water, sewage, and electric utility costs for the above referenced residential apartment project. The building is five stories in height with bulkhead and roof containing elevator control room. There are total of (29) apartment units, (3) community facility units and parking for 25 cars. The 29 apartment units consists of (26) two-bedroom apartments and (3) one-bedroom apartments.

Community facility unit
(CF1) 1,056.0 sq.-ft.
(CF2) 1,870.0 sq.-ft.
(CF3) 4,629.0 sq.-ft.

One bedrooms Apartment

1-apartment	(1A), 558.0 sq.-ft.
1-apartment	(1B), 520.0 sq.-ft.
1-apartment	(1C), 553.0 sq.-ft.

Two bedrooms Apartment

1-apartment	(1D) 686.0 sq.-ft.
3-apartments	(2A, 3A, 4A) 847.0 sq.-ft.
3-apartments	(2B, 3B, 4B) 759.0 sq.-ft.
1-apartment	(2C) 844.0 sq.-ft.
2-apartments	(3C, 4C) 854.0 sq.-ft.
3-apartments	(2D, 3D, 4D) 903.0 sq.-ft.
3-apartments	(2E, 3E, 4E) 710.0 sq.-ft.
1-apartment	(2F) 592.0 sq.-ft.
2-apartments	(3F, 4F) 604.0 sq.-ft.
1-apartment	(2G) 619.0 sq.-ft.
2-apartments	(3G, 4G) 630.0 sq.-ft.
1-apartment	(5A) 1,296.0 sq.-ft.
1-apartment	(5B) 1,153.0 sq.-ft.
1-apartment	(5C) 789.0 sq.-ft.
1-apartment	(5D) 867.0 sq.-ft.

Each apartment unit shall contain a gas range, refrigerator, range hood and electric hot water heater. Unit 5A, 5B, 5C, 5D contains washer and gas dryer in the apartment. Unit 5A and 5B contains gas hot water heaters. Each two-bedroom apartment will use three (3) electric split heat pump units to heat and cool the space. The one-bedroom apartment will use two (2) electric split heat pump units to heat and cool the space. The tenants will be responsible for the heating and cooling of the

community facility units on first floor and cellar floor. First floor community facility unit with cellar space has eight (8) electric split heat pump units, two fresh-air intake fans and baseboard heaters on corridors. The community facility units on cellar has two (2) electric split heat pump units for heating and cooling each. The lobby, corridors, stairwells and bulkhead provided with electric resistance wall heaters for heating.

The following parameters used to determine the utility usages:

1. Indoor design temperature = 70 degrees F
2. Winter outdoor design temperature = 7 degrees F
3. Ground temperature = 50 degrees F
4. Normal heating season of 5500 degree days per year
5. Efficiencies of gas heat pump = 19.0 SEER
6. Efficiencies of hot water heaters = 0.59
7. Insulation Factors:
    a. Roof 'R' value = 38
    b. Wall 'R' value = 15 rigid & 21 cavity
    c. Glass 'R' value = 1.45 double insulated glass, thermal barrier type windows
    d. 8'-2" & 8'-4" residential ceiling height, 8'-10" community facility ceiling height
8. One gas meter is for purpose of cooking of all units, and unit 5A & 5B dryer and hot water heater only. One common gas meter for laundry room dryer equipment use.
9. Each dwelling unit has its own electric meter for lighting and equipment.
10. Common site electric meter includes common area interior lighting, building entrance lighting, garage gate and exterior lighting, common areas electric heating, exhaust booster fans, fire pumps, sewer ejector pumps and running elevator.
11. One-bedroom apartments assume occupancy of two persons. Two-bedroom apartments assume occupancy of three persons. Total number of occupancy assumed for building 86 persons.
12. Elevator assumptions:
    i. 3 trips per person per day, 40 second per trips
    ii. 120 watts of lighting in elevator
    iii. 30 watts for elevator controls, 10 HP elevator motor
13. Apartment cooking based on two meals a day.
14. The water consumption of residential units estimated at 80 gallons of water per day per persons.
15. The water consumption of community facility units estimated at 10 gallons of water per persons.
16. Laundry based on two loads per week per occupant both private and common washers.
17. 365 days in a year.

ESTIMATED COMMUNITY FACILITY AND APARTMENT YEARLY GAS AND ELECTRIC COSTS

A.) Community Facility CF1– (1,056.0 sq.-ft.)
Gas usage none

Electric usage		
Lighting	998 KWH/annum	998x$0.27 = $169
Hot Water	499 KWH/annum	499x$0.27 = $135
Heating & Air conditioning	3792 KWH/annum	3792x$0.27 = $1024
Total:		$1328 per annum

Electric Charges: $1,328.00 per year = $110.67 per month

B.) Community Facility CF2– (1,870.0 sq.-ft.)
Gas usage none

Electric usage		
Lighting	1767 KWH/annum	1767x$0.27 = $477
Hot Water	884 KWH/annum	884x$0.27 = $239
Heating & Air conditioning	6715 KWH/annum	6715x$0.27 = $1813

Total: $1813 per annum
Electric Charges: $1,813.00 per year = $151.08 per month

C.) Community Facility CF2– (4,629.0 sq.-ft.)
Gas usage
Hot Water 2 Therms per occupant/annum (147) 294 Thermsx$1.91 = 561.54 per annum = $46.80 per month

Electric usage

Lighting	4374 KWH/annum	4374x$0.27 = $1181
Heating & Air conditioning	16622 KWH/annum	16622x$0.27 = $4488

Total: $5669 per annum
Electric Charges: $5,669.00 per year = $472.42 per month

D.) Apartment 1A, 1B, 1C – One Bedroom (558.0, 520.0, 553.0 sq.-ft.)
Electric usage

Lighting & Appliances	2636 KWH/annum	2636x$0.27 = $712
Hot Water	1517 KWH/annum	1517x$0.27 = $410
Heating & Air conditioning	4926 KWH/annum	4926x$0.27 = $1330

Total: $2452 per annum
Electric Charges: $2,452.00 per year = $204.33 per month

E.) Apartment 1D, 2B, 3B, 2D, 2E, 3E, 4E, 2F, 3F, 4F, 2G, 3G, 4G – Two Bedroom (686.0, 759.0, 710.0, 604.0, 619.0, 630.0 sq.-ft.)
Electric usage

Lighting & Appliances	3848 KWH/annum	3848x$0.27 = $1039
Hot Water Heater	1948 KWH/annum	1948x$0.27 = $526
Heating & Air conditioning	7191 KWH/annum	7191x$0.27 = $1942

Total: $3507 per annum
Electric Charges: $3,507.00 per year = $292.25 per month

F.) Apartment 2A, 3A, 4A, 2C, 3C, 4C, 2D, 3D, 4D – Two Bedroom (847.0, 844.0, 854.0, 903.0 sq.-ft.)
Electric usage

Lighting & Appliances	4628 KWH/annum	4628x$0.27 = $1250
Hot Water Heater	2343 KWH/annum	2343x$0.27 = $633
Heating & Air conditioning	8649 KWH/annum	8649x$0.27 = $2335

Total: $4218 per annum
Electric Charges: $4,218.00 per year = $351.5 per month

G.) Apartment 5C, 5D – Two Bedroom (789.0, 867.0 sq.-ft.)
Electric usage

Lighting & Appliances	4335 KWH/annum	4335x$0.27 = $1170
Dryer	3095 KWH/annum	3095x$0.27 = $836
Hot Water Heater	2195 KWH/annum	2195x$0.27 = $593
Heating & Air conditioning	8102 KWH/annum	8102x$0.27 = $2188

Total: $4787 per annum
Electric Charges: $4,787.00 per year = $398.92 per month

H.) Apartment 5A, 5B – Two Bedroom (1296.0, 1153.0 sq.-ft.)
Gas usage

Hot Water	56 Therms per occupant/annum (3)	168 Thermsx$1.91 = 320.88
Dryer	100 Therms per occupant/annum (3)	300 Thermsx$1.91 = 573.0

Total: $893.88
Gas Charges: $893.88 per year = $74.49 per month

Electric usage

Lighting & Appliances	3848 KWH/annum	3848x$0.27 = $1039	
Heating & Air conditioning	7191 KWH/annum	7191x$0.27 = $1942	
Total:			$2981 per annum

Electric Charges: $2,981.00 per year = $248.42 per month

ESTIMATED COMMON CORE CHARGES (APPROX. 16,880.0 SQ.-FT.)

Estimated Gas Consumption/Charges (for building)

Common Dryers = 2787 Therms per annum 2787x1.91/Therm = $5323

Gas Charges: $5,323.00 per year = $443.58 per month

Estimated Electric Consumption/Charges (for building)

Lighting, Pumps, Fans, and Garage gates	= 10423 KWH/annum	10423x$0.27 = $2,814
Hot Water Heaters	= 4000 KWH/annum	4000x$0.27 = $1,080
Common Washer	= 2500 KWH/annum	2500x$0.27 = $ 675
Passenger Elevator	= 10,250 KWH/annum	10250x$0.27 = $2,768
Heating Common Area	= 3500 KWH/annum	3500x$0.27 = $ 945
Total:		$8,282 per annum

Electric Charges: $8,282.00 per year = 690.17 per month

Estimated Community Facility Units & Residential Units Water Consumption/Charges (for building)

1. 2,667,800 gallons = 3,566.58 HCF/year x $4.10/HCF $14,622.98/year

Estimated Community Facility & Residential Sewer Consumption/Charges (for building)

2. 2,667,800 gallons = 3,566.58 HCF/year x $6.519/HCF.....$23,250.54/year
   Total Water Costs: $14,622.98 + $23,250.54 = $37,873.52 = $3,156.13/month

The above costs are estimated only and are based on conditions outlined herein and the following natural gas, electric, and water rates currently in effect which include latest utility company surcharges for fuel adjustments plus applicable taxes. These figures are not intended to be a guarantee.
The above costs are estimated only and each Unit cost is based on the current tariff plus a reasonable anticipated increase based on conditions outlined herein and the following natural gas, electric, and water rates currently in effect which include latest utility company surcharges for fuel adjustments plus applicable taxes and 2% inflation factor. These figures estimated not intended to be a guarantee.

Cost of Natural Gas.....$1.91/Therm
Cost of Electricity *.....$0.27/KWH
Cost of Water.....$4.10/HCF
Cost of Sewer.....$6.519/HCF
* including supply, delivery and all current surcharge.

Actual costs will vary depending on weather conditions, quality of construction, and the habits of the occupants.

Respectfully Submitted,



Chang Hwa Tan, AIA for
TAN ARCHITECT P.C.

NOTES TO SCHEDULE B-1

The above costs are estimated only and are based on conditions outlined herein and the following natural gas, electric, and water rates currently in effect which include latest utility company surcharges for fuel adjustments plus applicable taxes. These figures are not intended to be a guarantee.

The above costs are estimated only and each Unit cost is based on the current tariff plus a reasonable anticipated increase based on conditions outlined herein and the following natural gas, electric, and water rates currently in effect which include latest utility company surcharges for fuel adjustments plus applicable taxes and 2% inflation factor. These figures estimated not intended to be a guarantee.

Cost of Natural Gas…….$1.91/Therm
Cost of Electricity *…….$0.27/KWH
Cost of Water……..$4.10/HCF
Cost of Sewer……..$6.519/HCF
* including supply, delivery and all current surcharge.

Actual costs will vary depending on weather conditions, quality of construction, and the habits of the occupants.

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COMPLIANCE WITH REAL PROPERTY LAW SECTION 339(i)

WINZONE REALTY INC.
Office: 81-15 Queens Blvd. Elmhurst NY 11373 Phone 718-899-7000 Fax 718-899-2000

COMPLIANCE WITH REAL PROPERTY LAW SECTION 339(I)

Feb 16th, 2023

73 M&C REALTY LLC
42-45 77TH Street
Elmhurst, NY 11373

Re: 73 Woodside Manor Condominium
73-02 Woodside Avenue, Woodside, New York 11377

Ladies and Gentlemen:

Winzone Realty Inc. is a licensed real estate brokerage in the State of New York. The undersigned Manager of the company has been negated in the management of Residential real estate for over 18 years and has managed over 25 cooperative and condominium buildings during that period and is still active in management. The undersigned has no beneficial interest in Sponsor or the profitability of the subject project.

The undersigned has reviewed the allocation of common interest as shown on the Schedule A to the offering plan for the subject project.

The common interest among the Units have been allocated to each 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 accordance with Section 339-i(1)(v) of the New York State Real Property Law. This allocation utilizes measurements and calculations of net square footage made by Tan Architect P.C.

Very truly yours,

Winzone Realty Inc.
By: _____
Name: XIAO FENG PAN
Title: BROKER/PRESIDENT

Swore to before me this
1st day of March 2023

_____
Notary Public

SUE JANE SUN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SU4999627
Qualified in Nassau County
Commission Expires January 10, 2027

COMMUNITY FACILITY UNITS

As more particularly described in the Declaration and in the Description of Property and Improvements, each of which are contained in Part II of the Plan, the Condominium will contain three (3) Community Facility Units.

Community Facility Units

The three (3) Community Facility Units will consist of approximately 7,346 total square feet located on the cellar and ground floor of the Building.

1. General

The Sponsor anticipate the Community Facility Units will contain one (1) private school for children aged 8-12 and two (2) ambulatory treatment healthcare facilities. The projected share of expenses attributable to the community facility unit(s) is based on the offering price and square footage of the community facility unit(s). There is no special allocation of common expenses designated for the community facility units.

The common charges payable by each Community Facility Unit Owner are sufficient to cover the expenses fairly attributable to such unit.

The Community Facility Units may be leased or subleased by the Community Facility Unit Owner, subject to compliance with Law, and the Declaration and By-Laws. Residential Unit Owners will not have any interest in the rents, profits or revenues from the rental or use of any space in the Community Facility Units. Other than expressly stated in this Offering Plan or any amendment thereto, no representation is made with respect to the ownership of all or any portion of the Community Facility Units or as to who the future owners or tenants of the Community Facility Units may be at any time.

Subject to any restrictions or limitations set forth in the Declaration and By-laws, the Community Facility Unit Owners are entitled to representation on the Board of Managers. The Board of Managers shall initially consist of two (2) members designated by the Sponsor, who shall hold office until their successors shall have been installed at the first annual meeting of Unit Owners held pursuant to Section 3.1 of the By-laws, at which time a five (5) member Board of Managers shall be established in accordance with the By-laws. Of the five (5) members, four (4) individuals shall be appointed or elected by the Residential Unit Owners (the "Residential Representatives") and one (1) individual shall be elected or appointed by the Community Facility Unit Owners as their Representative (the "Non-Residential Representative or Community Facility Representative"). Notwithstanding the foregoing, during the Sponsor control period before the first annual meeting of the Unit Owners, members of the Board of Managers will be appointed by Sponsor. So long as Sponsor owns any Community Facility Unit (“CFU”), Sponsor will represent the interest of the CFU Owners.

Each Community Facility Unit Owner shall have the right with respect to a Community Facility Unit owned by that Unit Owner, without the prior consent of but with prior notice to the Board of Managers to, (i) make non-structural alterations, additions or improvements to the Community Facility Unit, (ii) change the layout of or number of rooms in the Community Facility Unit, (iii) change the size and/or number of Community Facility Units by subdividing the Community Facility Unit into two or more separate Community Facility Units, combining separate Community Facility Units (including those resulting from sub-division or otherwise) into one or more Community Facility Units, altering boundary walls between Community Facility Units or otherwise, and (iv) if appropriate, reapportion among the Community Facility Units affected by such changes, their Common Interest. In no event may the sub-division or combination of Units result in a different total aggregate Common Interest than existed for the Community Facility Unites) being sub-divided or combined before the subdivision or combination. In each of the foregoing instances a Community Facility Unit Owner shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction, shall cause the Declaration to be amended, if necessary, and shall hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom. Under no circumstances shall a Community Facility Unit Owner make any changes to a Community Facility Unit which will affect the Residential Common Elements and/or the structural integrity of the Building without the prior written consent of the Board of Managers. Application for such consent shall be made by the Community Facility Unit Owner in accordance with Section 7.8 of the By-laws and the Board shall respond in accordance with the procedures set forth in that Section. Any difference of the rights and obligations between Residential Unit Owners and Community Facility Unit Owners will not have a material adverse impact upon the Condominium.

Any alterations or changes to the Building or the Units other than those changes set forth in the Tax Lot Drawings and the Plans ("Alterations") shall be subject to the restrictions set forth in this Declaration and the By-Laws. All work must be performed pursuant to applicable law, and by licensed and insured contractors. The Non-residential Representative shall have the right to veto any proposed Alteration that would have a material and adverse effect on the Community Facility Units or the Non-residential Common Elements. A vote of at least three Residential Representatives shall have the right to veto any proposed Alteration by any Community Facility Unit Owners that would have a material and adverse effect on the Residential Units or the Residential Common Elements. The Board of Managers shall have the right to veto any Alteration that materially and adversely affects any Units, structural elements of the Building, any Building systems that serve other Units, or the Common Elements. As long as there is any unsold Units in the Building, Sponsor shall have the right to make a final decision regarding any disputes arising from vetoes of proposed alterations. After all the Units are sold, a vote of the majority of the Board of Managers shall have the right to decide any disputes arising from vetoes of any proposed Alterations.

The use of Community Facility Units is not limited to a private school, but may be used for any community facility purposes including, without limitation, medical office, school facility or other community facility use provided such use is permitted under the certificate of occupancy for the Building, zoning classification and project approvals for the Property,

and other applicable documents, laws, regulations and ordinances.

The usage of the Community Facility Units that is commonly considered offensive, such as pornography stores, massage parlors, drug treatment facilities, homeless shelters, is not permissible.

The above discloses the rights and obligations of the Community Facility Unit Owners that are differ from the rights and obligations of the Residential Unit Owners. Such rights and obligations will not have a material adverse impact on the Condominium.

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PARKING UNITS

As more particularly described in the Declaration and in the Description of Property and Improvements, each of which are contained in Part II of the Plan, the Condominium will also contain twenty-three (23) Parking Units.

Parking Units

The Parking Unit will consist of approximately 3,519 total square feet located on a portion of the ground floor and cellar of the Building.

1. General

The Parking Units are being offered for sale pursuant to the Plan.

The Parking Unit Owners may lease, mortgage or sell any Parking Unit so long as the use of such Unit is legally permitted, and complies with the Declaration and By-Laws. The Parking Unit Owners, or any tenant thereof, may license such Units to members of the public.

No representation is made with respect to the ownership of the Parking Units or as to who the future owners or tenants of the Parking Units may be at any time. No assurance, representation, or warranty is given that any tenants, occupants or users of the Parking Units will not be objectionable to Residential Unit Owners or other parties. The uses of the Parking Units may generate noise, traffic, fumes or other disturbances over which the Residential Unit Owners will have no control.

The Parking Unit Owners will be obligated to pay its portion of the Common Charges in accordance with the SCHEDULE A allocations. See SCHEDULE A to see the projected common charges payable by each Parking Unit.

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CHANGES IN PRICES AND UNITS

1. Changes in Prices:

The Units will be offered at the prices set forth in Schedule A. Offering prices may be changed by a duly filed amendment to the Plan when the change in price is an across-the-board increase or decrease affecting one or more lines of Units or Unit models, or is to be advertised, or is a price increase for an individual Purchaser. However, prices and specified terms of sale may be negotiated on an individual basis and Sponsor may enter into an agreement with a Purchaser to sell one or more Units at prices different from those set forth in Schedule A, provided that in the case of a price increase to an individual Purchaser an amendment containing the new price will be submitted to the Department of Law prior to a contract being entered into at a higher price. In the case of an individual price decrease, no amendment shall be necessary for the price to be effective.

If an amendment whose sole purpose is to effect a change in price is submitted to the Department of Law for filing, and no prior amendment has been submitted to but not yet filed by the Department of Law, the amendment shall be deemed filed when submitted.

2. Changes in Units:

In order to meet the possible varying demand for number and type of Units, or to meet the particular requirements of prospective purchasers, or for any other reason, Sponsor reserves the right at any time, both before and after recording the Declaration and without the consent of Purchasers, Unit Owners or the Board of Managers, with respect to Units owned by Sponsor, to (i) change or reverse the layout of any Unit and make adjustments in interior dimensions of Units, (ii) change the number of rooms in any Unit, (iii) change the size and/or number of Units by subdividing one or more such Units into two or more separate Units, combining separate Units into one or more Units, altering boundary walls of Units, or otherwise, including, without limitation, incorporating any wall, hallway or portion thereof, space, or other area abutting a Unit or Unit(s) owned by Sponsor into one or more of said Units or otherwise, and (iv) if appropriate, reapportion the Common Interest among the Units affected by such change. However, Common Interest need not be reapportioned if a portion of the public hallway is incorporated into a Unit or Units as described above.

Site conditions may cause variations in walls, ceilings, heights and other dimensions from those included in the Floor Plans or otherwise described in this Plan. Any material change in size, dimension, floor space, Common Interest or layout of a Unit will be disclosed in an amendment to the Offering Plan. If the layout and dimensions of a Unit does not materially deviate from the Plans and Specifications, subject to Sponsor's right to make changes necessitated by site conditions, a Purchaser will not be excused from purchasing the Unit for such reason and will not have any claim against Sponsor as a result of such non-material deviation. There is a rebuttable presumption that a deviation of five percent (5%) or less is not material. Sponsor will have no liability to any Purchaser nor will any Purchaser be entitled to a credit, offset or reduction in the Purchase Price for Purchaser's

Unit or otherwise be relieved from any obligations under the Purchase Agreement, by virtue of a minor inaccuracy or error in the Floor Plans. In the event Sponsor changes the size and/or number of Units, Sponsor shall increase or decrease the Common Interests appurtenant to such affected Units accordingly; however, the aggregate amount of the Common Interests of all of the Units shall remain at 100%. As a result of such a reapportionment of Common Interests of affected Units, the amount of the Common Charges and the real estate taxes and assessments payable by the Owners of such affected Units will be increased or decreased in direct proportion to changes made to Common Interests. However, the amount of the Common Charges and real estate taxes and assessments payable by the Owners of Units unaffected by these changes and for whom there has been no change in Common Interest will not be varied. Unless an affected Purchaser consents, no material change will be made in unit size, layout, or percentage of common interest if a Purchase Agreement has been executed and delivered to the Sponsor for that Unit.

Unless all Purchasers consent, to change will be made in the size or number of units and/or their respective percentages of common interest, and no material adverse changes will be made in the quality of the common.

Once the Declaration is recorded, no change may be made in the number of Units or number of rooms within a Unit, nor may the size of any Unit be changed by subdivision or combination or alteration of boundary walls as aforesaid, nor may the Common Interest of any Unit be changed materially in size or in quality, unless the Plan is amended and if applicable, the Declaration is amended and such amendment is duly recorded; provided, however, that any such alteration of the boundary walls shall not prevent necessary ingress and egress to any Unit or to any portion of any Common Areas for common use nor eliminate Building amenities such as the entrance lobby and the mailbox room. Unless an affected Purchaser consents, no material change will be made in Unit size, layout, or percentage of Common Interest if a Purchase Agreement has been executed and delivered to the Sponsor for that Unit and the Purchaser is not in default.

Notwithstanding anything in this Offering Plan to the contrary, if Sponsor must make material changes to size, dimension, Common Interest, floor space or layout of Units or to size, dimension, layout, quantity or quality of Common Elements, due to site conditions, governmental requirements or other unforeseen circumstances, Sponsor will amend the Plan accordingly to disclose the changes. Any Purchaser under contract to purchase a Unit whose purchase would be materially and adversely affected by such changes, will be given the right to rescind the Purchase Agreement and at least fifteen (15) days within which to exercise this right, and if rescission is exercised, will receive back the Down Payment made thereunder together with any interest earned thereon.

The provisions of the Declaration concerning combination and/or partitioning of any Unit by the Sponsor or its designee may not be modified or deleted by amendment without the written consent of the Board of Managers. Sponsor shall have the power to execute any documents on behalf of the Condominium required in connection with any amendment to the Declaration or By-Laws permitted or required above or to any application or other

documents required in connection with any such amendment by any administrative agencies asserting jurisdiction there over, including, without limitation, any application or documents required by the Building Department and/or the Real Estate Assessment Bureau in connection with designations of separate tax lots for the affected Units or otherwise. Nonetheless, the Unit Owners not involved in any such change and the Board of Managers shall execute promptly and without charge therefor any such documents or applications necessary or convenient in connection with the effectuation of the provisions hereof, and by accepting the deed for his or her Unit a Unit Owner grants to the Sponsor and its designees an irrevocable power of attorney coupled with an interest to execute, deliver and/or record any amendment to the Declaration and the By-Laws and any and all documents and applications necessary or convenient to effectuate the foregoing. The form of said Power of Attorney is contained in Part II of the Plan. No material change will be made in the size, and no material adverse change will be made in the quality of the Common Elements unless all Purchasers under contract to purchase a Unit have consented, and only by amendment to the Plan, and when applicable, to the Declaration.

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INTERIM LEASES

The Sponsor will not enter into interim leases with Purchasers for any Unit prior to closing. In no event shall Purchaser take possession of the Residential Unit prior to the time of the delivery of the deed, nor shall Purchaser enter the Residential Unit or have his or her contractors or agents enter the Residential Unit to perform work prior to closing without the written authorization of the Sponsor.

The Sponsor will endeavor in good faith to market and sell the Units in the Condominium. Notwithstanding said fact, the Sponsor is retaining the unconditional right to rent rather than sell the Units after consummation. Because the Sponsor is retaining the unconditional right to rent rather than sell all the Units after consummation, this Plan may result in the creation of a condominium in which a majority of the Units are not owned by owner-occupants or investors who are unrelated to the Sponsor.

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PROCEDURE TO PURCHASE

1. Purchase Agreement:

NEITHER SPONSOR 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. THE ATTORNEY GENERAL OF THE STATE OF NEW YORK STRONGLY URGES YOU TO READ THIS OFFERING PLAN CAREFULLY AND TO CONSULT WITH AN ATTORNEY BEFORE SIGNING AN AGREEMENT TO PURCHASE A CONDOMINIUM UNIT.

Prospective Purchasers will be required to execute, in quadruplicate, a Purchase Agreement substantially in the form set forth in Part II of this Plan, and deliver the Purchase Agreement to Sponsor together with a check equal to the sum of ten percent (10%) of the purchase price.

All funds received from Purchasers whether in the form of checks, drafts, money orders, wire transfers, or other instruments which identify the payor, shall be made payable to or endorsed by Purchaser to the order of "Law Office of Z. Tan PLLC, as Escrow Agent." Purchasers will be afforded at least three (3) business days to review the Plan and all filed amendments thereto prior to executing a Purchase Agreement. In the event a Purchaser has not had at least three (3) business days to review the Plan and all filed amendments prior to signing and delivering a Purchase Agreement, the Purchaser may rescind within seven (7) days of delivery of an executed Purchase Agreement together with the required Deposit by giving the Sponsor written notice of such rescission by personal delivery (or if sent by mail such notice must be postmarked within the seven-day period). If the Sponsor elects to accept the Purchase Agreement, one counterpart thereof signed by the Sponsor or a pdf version of the Purchase Agreement signed by Sponsor if Purchaser allows for same, will be returned to the Purchaser or Purchaser's counsel within thirty (30) days of delivery of the same to the Sponsor. If the Purchase Agreement is not accepted by the end of such period it will be deemed rejected. Sponsor may reject any Purchase Agreement, without cause or explanation, so long as such rejection is not based upon race, creed, color, sex, national origin, ancestry, or any other ground proscribed by law. In the event of such rejection, the Purchaser's Deposit will be promptly refunded. The Purchase Agreement will not be binding upon Sponsor until a copy executed by or on behalf of the Sponsor is delivered to the Purchaser or Purchaser's counsel.

Pursuant to the Geographic Targeting Order (the "Order") issued by the Acting Director of the Financial Crimes Enforcement Network ("FinCEN"), title companies are now required to collect and report information regarding purchasers in transactions where: (1) the purchaser is a legal entity as defined in the Order; (2) the purchaser purchases residential

real property located in the areas defined in the Order; (3) the total purchase price is in the amount of Three Hundred Thousand Dollars ($300,000.00) 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. This affects all residential real property closings occurring on or after November 1, 2021 and until the expiration of the effective period of such Order (i.e., April 29, 2022, as of the date hereof, which date is subject to change by FinCEN. A copy of the Order is available here: https://www.fincen.gov/sites/default/files/shared/REGTO1121_Generic%20Order.pdf

2. Balance of Purchase Price and Closing Documents:

After the Plan has been declared effective, Sponsor will fix dates for Closing title to all Units for which Purchase Agreements have been executed by serving notice on each Purchaser that the Plan was declared effective on a certain date and setting such Purchaser's Closing Date. Such notice will be served in compliance with the regulations promulgated by the New York State Department of Law no less than thirty (30) days before the date set for the Closing of the Units.

Purchasers may waive this thirty (30) day notice provision in a writing addressed to Sponsor. Sponsor anticipates that the first closing of a Unit will occur by January 1, 2024. Purchasers will be offered a right of rescission if: (i) the actual date of closing of title to the first unit; or (ii) the projected date of closing of title to the first unit occurs later than December 31, 2024, twelve (12) months after the 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 twelve (12) months beyond that amended, later date. However, if the first closing occurs before January 1, 2024. Sponsor may schedule the closings of title to other units significantly later than such date. Unless your Purchase Agreement contains an outside closing date, Sponsor is not obligated to schedule your closing within any specified time frame or to ensure that closing of title to your Unit will occur by any date certain. PROSPECTIVE PURCHASERS SHOULD THEREFORE CAREFULLY CONSIDER SUCH RISKS IN THEIR DETERMINATION AS TO WHETHER TO PURCHASE A UNIT.

The First Year of Condominium operation is estimated to be January 1, 2024 through December 31, 2024. As in any new construction project, given the vagaries of the construction process, it is difficult to predict with precision the date Sponsor will first be able to close title to the Residential Units. Accordingly, it is a special risk of this Offering Plan that the First Residential Closing may occur sooner or later than the projected First Year of Condominium operation, and closing to certain Residential Units may occur substantially before or after closing for other Residential Units.

TIME IS OF THE ESSENCE with respect to Purchaser's obligations to pay the Balance and to pay, perform or observe Purchaser's other obligations under the Purchase Agreement. Upon the occurrence of an Event of Default as defined in the Purchase Agreement, Purchaser shall have thirty (30) days from the giving of written 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 terminate the Purchase Agreement. If Sponsor so elects to terminate, the Purchase Agreement shall be deemed terminated, and Sponsor shall have the right to retain, as and for liquidated damages, the Deposit (and any interest earned of the Deposit, if any) plus the costs incurred by Sponsor for any special work, if any, in the Unit ordered by the Purchaser. Upon the termination of the Purchase Agreement, Purchaser and Sponsor will be released and discharged of all further liability and obligations under the Plan and the Agreement, and the Unit may be sold to another as though the Purchase Agreement had never been made, and without accounting to Purchaser for any of the proceeds for such sale.

At the time of closing, Purchaser is required to sign a Power of Attorney to the Board of Managers of the Condominium appointing the members of the Board of Managers as Attorneys-In-Fact to carry out any of the provisions of the Offering Plan including acquisition, leasing, or sale of the Units by the Board of Managers pursuant to Declaration and By-laws of the Condominium and filing the amendments to the Declaration of Condominium. A form copy of Power of Attorney is included in Part II of this Offering Plan. Purchaser is required to pay certain closing fees, costs and adjustments (See the section entitled "Unit Closing Costs and Adjustments"). The Purchaser will also be required to pay the New York State and New York City real property transfer tax returns, mortgage recording taxes and Sponsor's and Purchaser's attorney fees covering the sale of his or her Unit, any real estate reporting return and statement required by the Internal Revenue Code or the regulations thereunder, all other documents required by law, and all other documents reasonably required by Sponsor or required under Purchaser's Purchase Agreement. The balance of the Purchase Price is also payable at Closing. This amount shall be paid by a bank, cashier's check or certified check, drawn on or issued by a New York bank, trust company of other New York lending institution which is a member of the New York Clearing House Association, payable to Sponsor (or to any one Sponsor designates or directs in writing).

3. Purchase Agreement Not Contingent Upon Financing:

A Purchaser may obtain financing from any lending institution or other source, but the Purchaser's obligation to purchase a Unit pursuant to an Agreement shall not be contingent on the Purchaser obtaining such financing, so that a Purchaser will remain obligated under the Agreement whether or not such Purchaser has been able to obtain financing. Neither Sponsor nor Selling Agent makes any representation whatsoever as to the terms or availability of any mortgage or other financing. Prospective Purchasers should be aware that even if a loan commitment is obtained, its term may be limited and it could expire before the closing date, and Sponsor shall have not liability as a result of any scheduling, rescheduling or adjournment of closing beyond the expiration of a loan commitment. Prospective purchasers who require financing are advised to consult with a lending institution before executing a Purchase Agreement.

4. Default by Purchaser:

If a Purchaser defaults in making any payments due under the Purchase Agreement or fails to execute and deliver documents, make the payments described above, or perform any of his other obligations under the Purchase Agreement, then Sponsor may at its option give written notice of default under the Purchase Agreement to Purchaser. If the default is not cured within thirty (30) days after written notice thereof, then the Purchase Agreement shall be deemed terminated and Sponsor shall be entitled to the payment due under the Purchase Agreement and any payments made thereunder including any costs for any special work ordered by Purchaser together with interest earned thereon, if any, as and for liquidated damages. Termination of a Purchase Agreement will permit Sponsor to sell the Unit to others as though the Purchase Agreement had never been made and the Purchaser shall not have any further rights against or obligations to Sponsor, the Condominium or others purchasing such Unit.

In the event the Sponsor cannot convey title to the Unit by reason other than the default of the Purchaser, all monies deposited by the Purchaser shall be returned to the Purchaser. However, Sponsor may attempt to cure its inability to convey title and if it does so, Sponsor shall be entitled to an adjournment of the Closing Date for a reasonable period of time.

The Purchase Agreement contains the terms and conditions upon which the Unit will be sold and should be read carefully by the prospective Purchaser and his or her legal or financial representative before being executed. The terms of sale and other provisions of an actual Purchase Agreement entered into between Sponsor and any Purchaser may vary from the provisions contained in the form of Purchase Agreement contained in Part II of the Plan. However, such variations shall have no effect on the provisions of any other Purchase Agreement theretofore or thereafter entered into between Sponsor and any other Purchaser nor shall such variations materially or adversely affect Sponsor's obligations as set forth in the Plan. Purchasers should be aware that if any conflict exists between the Plan and the Purchase Agreement, the provisions of the Plan shall in all events control.

5. The Escrow Agent:

The law firm of Law Office of Z. Tan PLLC, with an address at 39-07 Prince Street, Suite 3B, Flushing, NY 11354, telephone number 718-886-6676, shall serve as escrow agent ("Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated Susan Zhejun Tan to serve as signatories. The designated signatories are admitted to practice law in the State of New York. Neither the Escrow Agent nor any 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.

6. The Escrow Account:

The Escrow Agent has established the escrow account at JPMorgan Chase Bank, 39-01 Main Street, Flushing, NY 11354 ("Bank"), a bank authorized to do business in the State of New York. The escrow account is entitled 73 Woodside Manor 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. 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 Law Office of Z. Tan 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. 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. A complete copy of the Purchase Agreement is located in Part II of the Plan. The relevant escrow trust fund provisions are included in Section 4 of the Purchase Agreement, which must be executed by the Escrow Agent.

7. 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 Purchase 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, 120 Broadway, 23rd Floor, New York, New York 10271. 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.

8. Release of Funds:

All Deposits, except for advances made for upgrades, extras, or custom work received in connection with the 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. Except to the extent expressly set forth in the Plan, 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 an amendment following the First Closing 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 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) immediately above, and 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 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 parties informing them of said release. If Escrow Agent receives a written notice from either party 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 paragraphs (a) through (c) immediately 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 Building is located and shall give written notice to both parties of such deposit. 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.

9. 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.

10. Lawsuits:

Any lawsuit arising out of the Purchase Agreement shall be governed by the internal laws of the State of New York, shall be brought in County of Queens and shall be determined by the judge presiding at the trial without a jury (which the parties waive).

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, unless Sponsor does not prevail. The provisions of this Article shall survive closing of title or the termination of the Purchase Agreement.

11. Risk of Loss:

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 to the condition it is to be delivered to Purchaser pursuant to the terms of the Plan and the Purchase Agreement; and the Purchase Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Condominium Board and other Unit 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.

In the event of damage to or destruction of the Unit by fire or other casualty prior to the closing of title Sponsor shall notify the Purchaser within sixty (60) days of the damage to the Unit 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, the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser thereunder, 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 under the Plan and the Purchase Agreement, 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.

If a Purchaser takes possession of a Unit prior to closing title, i.e., via an interim lease, he or she will assume the risk of loss and the obligation to repair any damage not covered

under insurance already provided by the Sponsor; therefore it is advisable that Purchaser obtain casualty insurance at such time. An interim lessee assumes the risk of loss for the property that is not covered by the insurance for the Unit.

12. Purchase Agreement:

The Purchase Agreement is contingent upon effectiveness of the Plan. If the Plan is abandoned, Purchase Agreements will be terminated, and all monies held by Sponsor shall be returned to Purchasers and neither party shall have any further rights or obligations arising thereunder or relating thereto. The relevant escrow trust fund provisions are included in Paragraph 3 of the Purchase Agreement. The Escrow Agent shall execute the Purchase Agreement, solely as to Paragraph 4 of the Purchase Agreement, prior to delivering the Purchase Agreement, fully executed, to Purchaser. A complete copy of the form of Purchase Agreement is included in Part II of the Plan.

13. Purchase Agreement is Not a Lien:

Neither the Purchase Agreement nor the Deposit or any payment given for special work is a lien against the Property or the Unit. Purchaser may not record the Purchase Agreement and will be in default if Purchaser attempts to record it.

14. Conflicts between Plan and Purchase Agreement:

The Purchase Agreement does not contain and may not be modified to contain a provision waiving Purchaser's rights or abrogating Sponsor's obligations under the Offering Plan or under Article 23-A of the General Obligations Law. Any conflict between the Offering Plan and the Purchase Agreement will be resolved in favor of the Plan.

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ASSIGNMENT OF PURCHASE AGREEMENTS

Purchaser may not assign the Purchase Agreement without first obtaining the prior written consent of Sponsor, which consent may be granted or withheld in Sponsor's sole and absolute discretion. If a Purchaser desires to assign its rights under the 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 the 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, the 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 the 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 (it 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 $500.00 made payable to Law Office of Z. Tan 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 terminate the Purchase Agreement or excuse Purchaser from any of its obligations under the Purchase Agreement or give rise to any claim for damages against Sponsor. Any purported assignment by Purchaser in violation of this Section shall be a default by Purchaser; entitling Sponsor to the default remedies set forth in the Section of the Plan entitled "Procedure to Purchase," and shall be voidable at the option of Sponsor.

Notwithstanding the provision 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 the Purchase Agreement to a "Purchaser Affiliate" or to member(s) of Purchaser's "Immediate Family Members", provided that any such assignment is made without consideration and otherwise in accordance with the provisions and procedures set forth in herein. For purposes of this provision: (i) "Purchaser Affiliate" means an entity, as of the date of the assignment and at all times thereafter through and including the Closing is controlled by or under common control with Purchaser; (ii) "Immediate Family Members" means Purchaser's spouse, domestic partner, children, grandchildren, parent, grandparent, brothers or sisters, stepchildren and/or stepparent; 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.

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EFFECTIVE DATE

Sponsor's offer to sell the Units is contingent upon the Plan being declared effective and compliance with the relevant conditions and time periods set forth in the Plan. 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 13 NYCRR Section 20.1 (d) stating that the Plan is declared effective and submitting an amendment conforming to Section 20.5 (e) to the Department of Law within five (5) days confirming that the Plan was declared effective on a specified date. Closing of the first Unit shall not occur until the Plan is declared effective and the effectiveness amendment is accepted for filing by the Department of Law.

The Plan may not be declared effective until bona fide Purchasers, including investors, have signed Purchase Agreements for at least fifteen percent (15%) of the Units offered under the Plan. For this plan, nine (5) Units constitute fifteen percent (15%) of the Units offered.

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 if all Purchase Agreements are either rescinded or terminated prior to the First Unit Closing, regardless of whether the Condominium Declaration has been recorded.

The Plan will not be declared effective based on (i) Purchase Agreements signed by Purchasers who have been granted a right of rescission that has not yet expired or been waived; or (ii) Purchase Agreements where the Purchaser was not afforded the seven (7) days period to rescind the Purchase Agreement or the three (3) business day period to review the Plan and all filed amendments in accordance with the provisions set forth above in the section of the Plan entitled "Procedure to Purchase"; or (iii) Purchase Agreements with any Purchaser who is the Sponsor, the selling agent, the managing agent or is a principal of the Sponsor, the selling agent, the managing agent or is related to the Sponsor, the selling agent, the managing agent or to any principal of the Sponsor or the managing agent by blood, marriage or adoption or as a business associate, an employee, a member, 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. In the event that all of the Purchase Agreements based upon which the Plan was declared effective are either rescinded or terminated prior to the First Closing, Sponsor will re-declare the Plan effective, regardless of whether the Declaration has been recorded.

The Plan must be declared effective when executed Purchase Agreements are accepted by Sponsor for eighty percent (80%) or more of the Units offered under the Plan. Twenty-six (26) Units constitute approximately Eighty percent (80%) of the Units offered under the Plan. The Plan may be abandoned by Sponsor, at its sole option, at any time before it is declared effective. If the Plan is to be abandoned after filing and the Sponsor has accepted Purchase Agreements, the Sponsor shall promptly submit an amendment to the Department of Law together with form RS-3 as promulgated by the Department of Law. If payments

under Purchase Agreements have been received, the amount of such funds shall be returned to the Purchasers by the Escrow Agent within five (5) business 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 Department of Law.

Once the Plan has been declared effective or executed Purchase Agreements for eighty percent (80%) of the Units have been accepted by Sponsor, the Plan may not be abandoned unless (i) there is a title defect which cannot be cured without litigation or cannot be cured for less than a stated amount which shall not be less than one-half (1/2) of one percent (1%) of the total offering amount; (ii) substantial damage or destruction of the Building by fire or other casualty which cannot be cured for less than a stated amount which shall not be less than one-half (1/2) of one percent (1%) of the total offering amount; or (iii) the taking of any material portion of the Property by condemnation or eminent domain. In calculating such amount Sponsor shall not include attorney's fees or title defects or determinations of any authority or regulatory association existing on the date of presentation of the Plan and are either known to the Sponsor or are a matter of public record.

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TERMS OF SALE

The terms "Closing of Title" or "Closing" as used herein means the transfer of ownership of a Condominium Unit from Sponsor to the Purchaser(s) thereof.

The Purchase Agreement is contingent upon the effectiveness of the Plan. If the Plan is abandoned, all Purchase Agreements will be cancelled and all Down Payments, together with any interest earned, will be refunded.

Once the Plan has been declared effective, the Sponsor will fix the 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 will be served no less than thirty (30) days before the date set for the Closing of each Unit.

At Closing, Sponsor will execute and deliver to each Purchaser a bargain and sale deed with covenant against grantor's acts substantially in the form set forth in Part II of the Plan and in proper form for recording. Each Unit and its appurtenant Common Interest will be conveyed free and clear of all liens, encumbrances and title exceptions other than those described below and the proposed Unit Deed contained in Part II of the Plan.

Permitted Exceptions

Title to each Unit will be subject to the following exceptions (the "Permitted Exceptions"):

1. State of facts of the property as shown on a survey to be made prior to the closing of title provided such facts would not render title unmarketable and any state of facts which an accurate survey of the building would show provided such state of facts would not render title unmarketable.
2. Any sewer, water, gas, electric, drainage, telephone, cable television or utility easements granted or to be granted hereafter.
3. All of the terms, covenants and conditions of the Declaration, the By-Laws of the Condominium and the Building Plans, as they are subsequently filed or recorded, the Offering Plan and any amendment thereto.
4. All easements set forth in the By-Laws and Declaration of the Condominium as they are subsequently recorded in the Offering Plan and Purchase Agreement.
5. Any additional declarations, covenants, restrictions, exceptions, easements and agreements which have been recorded, or appear in recorded documents, or are yet to be recorded, provided they do not prevent use of a Residential Unit as a one (1) family residence. The Sponsor has been advised by its counsel that in counsel's opinion, none of the exceptions to title herein above set forth are contrary to the terms of the Purchase Agreement nor will they interfere with the quiet use or enjoyment of the Purchaser's Unit. If any Sponsor Mortgage will not be satisfied at or prior to the First Unit Closing, at the time of the First Unit Closing, the Sponsor Mortgagee will release its lien on the Unit being conveyed and its interest in the common elements.

A Closing will take place only after the issuance of a temporary or permanent certificate of occupancy for the entire project or issuance of a partial, temporary or permanent certificate of occupancy for the Unit closed.

Purchasers shall be given an opportunity to inspect the Unit prior to Closing. Any work remaining to be done in the Unit pursuant to the Plan and/or the Purchase Agreement, shall be itemized on an "Inspection Statement," a form of which is contained in Part II of the Plan, signed by both Sponsor and Purchaser. Sponsor shall be obligated to complete the items on the Inspection Statement within a reasonable time after Closing. However, if Sponsor agrees in writing to complete any items on the Inspection Statement prior to Closing, Purchaser must re-inspect the Unit on the day prior to Closing to inspect and sign off on all items Sponsor agreed to complete.

No open items of work will be discussed at the Closing itself. Sponsor's failure to complete any of the items listed on the Inspection Statement shall not be grounds to cancel or postpone the Closing.

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 Sponsor is included in the conveyance unless specifically excepted in the Plan.

The Declaration, By-Laws and Floor Plans for the Condominium and such other documents, as required by law, will be recorded or filed (as the case may be) in the City Register of County of Queens prior to the first conveyance of title to a Unit in accordance with the New York Condominium Act and any other applicable State and local law.

If existing mortgagees or construction loans will not be satisfied at or prior to the closing of the first unit, at the time of conveyance 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.

In the event the Closing does not take place on the Closing Date, for any reason other than circumstances completely within Sponsor's sole control (i) the apportionment of those items set forth in paragraph 7 of the Purchase Agreement shall be made as of the originally established Closing Date rather than as of the date the Closing actually occurs, (ii) Purchaser shall pay Sponsor at Closing interest on the unpaid balance of the purchase price from the originally established Closing Date to the actual Closing Date an amount equal to 0.04% of the purchase price for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date), which is 14.6% per annum; and (iii) Purchaser shall pay Sponsor's counsel $250.00 for each adjournment. Nothing herein shall be construed to mean that the Sponsor must grant an adjournment of title when requested to do so.

In the event of a default by Purchaser in Purchaser's obligations under the Purchase

Agreement, not cured within any applicable grace period, the Down Payment and any interest thereon may be retained by Sponsor as liquidated damages.

If applicable, prior to Closing, Sponsor will procure the Real Property Transfer Gains Tax Tentative Assessment and Return (or Statement of No Tax Due). Purchasers will be required to pay all transfer taxes due at Closing and comply with the requirements of the New York State Department of Taxation and Finance.

At Closing, each Purchaser will execute a power of attorney in the form provided in Part II of the Offering Plan (and deliver said instrument to the Sponsor or Purchaser's title company for recording), designating the Board of Managers and the Sponsor as his or her attorney in fact, coupled with an interest for, but not limited to, the purpose of managing, selling, mortgaging, leasing, voting or otherwise dealing with any Unit 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.

At Closing, Sponsor will deliver and assign to Purchaser any manufacturers' warranties (to the extent available and assignable) with respect to any equipment and appliances installed by Sponsor in the Unit and the receipt by Purchaser of any subcontractors' warranty certificates for heating and plumbing relating solely to the Unit, if any, to the extent made by such subcontractors and to the extent such warranties are available. Sponsor will also assign to the Board of Managers any warranties available and assignable with respect to all equipment and appliances and heating, plumbing and roofing installed in the Common Elements.

If ordered by Purchaser, the issuance at Closing of a commitment by a title insurance company licensed to do business in the State of New York, will insure that the Condominium was validly formed pursuant to the Condominium Act and that the Purchaser has good and insurable fee title in the Unit, free and clear of all liens and encumbrances, except as set forth herein and except for any mortgage that a Purchaser obtains to purchase the Unit, and subject to the provisions of the Declaration and By-Laws. See the next section of this Plan for the estimated cost of such title insurance.

Pursuant to the Geographic Targeting Order (the "Order") issued by the Acting Director of the Financial Crimes Enforcement Network ("FinCEN"), title companies are now required to collect and report information regarding purchasers in transactions where: (1) the purchaser is a legal entity as defined in the Order; (2) the purchaser purchases residential real property located in the areas defined in the Order; (3) the total purchase price is in the amount of Three Hundred Thousand Dollars ($300,000.00) 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. This affects all residential real property closings occurring on or after November 1, 2021 and until the expiration of the effective period of such Order (i.e., April 29, 2022, as of the date hereof, which date is subject to change by FinCEN. A copy of the Order is available here:

https://www.fincen.gov/sites/default/files/shared/REGTO1121_Generic%20Order.pdf.

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UNIT CLOSING COSTS AND ADJUSTMENTS

At Closing, each Purchaser shall be required to pay certain costs and expenses. The following is a list of the types and amounts of costs and expenses Purchasers should expect to pay, and are based (as are all of the following items), on current rates and charges which are subject to change without prior notice:

1. Title Insurance

If a Purchaser elects to obtain fee title insurance, the Purchaser will pay the premium therefor which will vary depending upon the purchase price and whether or not a mortgage title policy is obtained simultaneously with the fee title policy. Title insurance rates are set by the New York Board of Title Underwriters and filed with the New York State Insurance Department. The Purchaser is free to obtain title insurance from any company of their choice without incurring a penalty.

For illustrative purposes only, a Purchaser buying a Unit for $500,000.00 would pay a premium of $1,499.00. If that Purchaser obtained a mortgage in the principal amount of $450,000.00, there would be an additional charge of $405.00 for a total of $1,904.00. The current rate for fee title insurance alone for a Unit (i.e., no mortgage title insurance) is pursuant to the bulk rate schedule applicable to new condominium projects filed with the New York State Department of Insurance, which is seventy (70%) percent of the Zone 2 Basic Rate for Owner's Policies:

The Owner's Policy Basic Rate is $402.00 for the first $35,000.00 of fee insurance. Basic Premiums then increase as follows:

	Fee Amount	Premium
1.	$35,001-$50,000	$6.67/$1,000
2.	$50,001-$100,000	$5.43/$1,000
3.	$100,001-$500,000	$4.36/$1,000
4.	$500,001-$1,000,000	$3.98/$1,000
5.	$1,000,001-$5,000,000	$3.66/$1,000
6.	$5,000,001-$10,000,001	$3.25/$1,000
7.	$10,000,001-$15,000,000	$3.07/$1,000
8.	$15,000,001	– up $2.76/$1,000

If a Purchaser elects to obtain mortgage title insurance simultaneously with a policy for fee title insurance, the premium for the mortgage policy will be at "simultaneous rate" with the premium for the mortgage title insurance computed using the "Bulk Rate" schedule as described below. The premium on the amount of the loan policy that does not exceed the fee policy is calculated at 30 percent (30%) (the "simultaneous rate") of seventy percent (70%) (the "bulk" rate) of the Basic Zone 2 – Loan Policy scheduled as described below. The premium for the first $35,000.00 of mortgage insurance up to the amount of fee policy is $344.00. The "Bulk Rate" Premiums then increase as follows:

2. Fee Amount Premium

$35,001-$50,000	$5.55/$1,000
$50,001-$100,000	$4.54/$1,000
$100,001-$500,000	$3.64/$1,000
$500,001-$1,000,000	$3.31/$1,000
$1,000,001-$5,000,000	$3.05/$1,000
$5,000,001-$10,000,001	$2.71/$1,000
$10,000,001-$15,000,000	$2.55/$1,000
$15,000,001 – up	$2.31/$1,000

3. Transfer Taxes and Recording Fees

Fees for recording the Unit Deed, the Power of Attorney in favor of the Board of Managers and any mortgage the Purchaser obtains to finance the purchase of his or her Unit are stated in this section. The current recording fees of $42.00 for each document, plus $5.00 per each additional page, including cover sheets, filing fee of $125.00 for the accompanying RP5217 NYC form, and any service fees charged by Purchaser's title insurance company in connection with such recordings and filings shall be payable by Purchaser.

While the State Transfer Tax and Real Property Tax are the statutory obligation of Sponsor (in its role as seller), this obligation has been transferred to the Purchasers under the terms of this Plan. Purchasers shall be responsible (as is customary in condominium offerings) for the payment at closing of all New York City Real Property Transfer Tax and New York State Real Estate Transfer Tax. The New York City Real Property Transfer Tax (the "RPT") for the purchase of a single residential unit is currently one percent (1%) of the purchase price for if such purchase price is $500,000.00 or less, and 1.425% if such purchase price is over $500,000.00. The New York State Real Estate Transfer Tax (the "NYS Tax") for the purchase of a single residential unit is currently $2.00 for every $500.00 (or part thereof, rounded up to the nearest $500.00) of the purchase price. For purposes of calculating the taxes payable, the amounts of such taxes will be excluded in the consideration subject to such tax. In order to compute the transfer taxes payable:

(i) Multiply the purchase price by the RPT tax rate to compute the tentative RPT tax due;

(ii) Multiply the purchase price by the NYS Tax rate to compute the tentative NYS Tax due;

(iii) Add the tentative RPT tax and NYS tax to the purchase price;

(iv) Multiply (iii) by the RPT tax rate to determine the RPT tax payable;

(v) Multiply (iii) by the NYS tax to determine the NYS tax due.

4. Mansion Tax

Purchasers are advised that New York State imposes an additional transfer tax upon Purchasers for a Residential Unit where the consideration for the Unit is $1,000,000 or more (the "Mansion Tax"). None of the Residential Unit in the Condominium is offered for sale for over $1,000,000.

5. Mortgage Related Costs

Purchasers obtaining mortgage loans are also advised that they will be responsible for the payment of all closing costs and expenses in connection therewith in amounts determined by the lender. These costs customarily include origination fees (or "points"), commitment fees, fees for credit checks, mortgage title insurance, lender's attorneys' fees and appraisal fees. Also, a Purchaser obtaining a mortgage may be required by the lending institution to deposit monthly with the lending institution, commencing with the Closing Date, an escrow for the payment of annual real estate taxes and insurance premiums. The amount of such escrow deposit to be made at Closing 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 custom and practice of the particular lender involved.

To the extent that the Purchaser is entitled to any credit against the mortgage recording tax by reason of any prior mortgage against the Unit or the Property, the Purchaser shall pay to Sponsor at the Closing for such Unit the amount of any such credit, if applicable. If the Purchaser obtains a mortgage loan, the Purchaser will pay Sponsor an amount equal to the partial mortgage tax credit which may be available pursuant to Section 339-ee(2) of the New York State Condominium Act. If Purchaser Lender assumes or consents to the assignment of a mortgage lien encumbering only such Purchaser's Unit and as a result is entitled to an exemption of all or a portion of the mortgage tax which would have been available to the Purchasers and shall pay to Sponsor the amount of such exemption. In the event the credit under Section 339-ee(2) is not available and the assignment exemption is provided, the Sponsor, at its own discretion, may utilize the exemption to provide a discounted closing cost to the Purchaser upon which the Purchaser would be responsible for the legal fees in connection with obtaining such exemption and at no time would such fees exceed the amount of tax payable by Purchaser to the taxing authority has such an exemption not been made available. The mortgage tax is currently 2.05% less $30.00 of any mortgage obtained by the Purchaser of less than $500,000.00 and 2.175% less $30.00 for mortgages of $500,000.00 or more. Of this amount the lender pays a portion of the mortgage tax equal to .25% of the mortgage amount. The Condominium Act credit described above is against the mortgage tax payable by Purchaser.

6. Common Charge and Real Estate Tax Adjustments

All real estate taxes and Common Charges attributable to a Unit paid by Sponsor for any period of time during which the Unit Owner will own the Unit, shall be adjusted between Sponsor and Purchaser as of the Closing Date.

If a Unit closes during the 2023/2024 tax year (i.e., the tax year running from January 1, 2024 to December 31, 2024), it is possible the Unit will not be separately assessed for real estate taxes for that tax year by that Unit's closing date. In such event, the adjustment for real estate taxes will be based on the Unit's proportionate share of the real estate taxes for the Property, which shall be obtained by multiplying the taxes payable on account of the Property for that year by the Common Interest attributable to the Unit.

If separate tax assessments have not been made for individual units prior to the closing of title to a Unit, Sponsor will collect from each Purchaser at closing, and will place in escrow in a separate account established by the Sponsor for that purpose, an amount equal to the Unit's estimated proportionate share of the real estate taxes projected to be due for the entire Property for the half of the tax year next commencing after the closing of said Unit (i.e., for either the first half or second half, depending on when the Unit closes), based on the method of allocation described above. If the tax assessor indicates that more than one half of a tax year may elapse before the Units are individually assessed, Sponsor shall collect at closing Purchaser's proportionate share of taxes for the upcoming half and shall deposit the same in the account described above. With respect to the balance of the estimated taxes due for the next applicable tax period, the Board of Managers is authorized by Section 2.10(r) of the By-Laws, and shall be obligated to collect monthly escrows from Unit Owners with their Common Charges based upon the estimated tax bill for the entire Property and the then current tax rate deposit the same in the tax escrow account. At the time taxes are due and payable, Sponsor shall pay out of Sponsor's own funds, Sponsor's proportionate share of the Property tax bill allocable to the Unit(s) Sponsor then owns, based on the allocation method described above, and the Board of Managers shall be obligated to cause the release to Sponsor of the appropriate amount of escrowed tax funds in the tax escrow account for Sponsor's use in paying the share of taxes attributable to Units that have been sold and closed to other Unit Owners. If the actual taxes due for any period for which Sponsor collected escrows are higher than the amount collected and held in escrow, the Board of Managers shall pay the difference and shall bill Unit Owners for their proportionate share of any necessary reimbursement, as a Special Assessment. Sponsor will remain liable for all real estate taxes attributable to Sponsor's Units until Sponsor sells and conveys those Units. If any Unit Owner fails to pay a Unit's pro rata share of real estate taxes when due, by Common Charge billing, special assessment billing, or both, the Board of Managers will have a lien on such Unit for non-payment thereof, as if such charges were Common Charges.

If the actual taxes due for any period for which Sponsor collected escrows are lower than the amount collected and held in escrow, the Board of Managers shall pay the Unit Owners their proportionate share of any excess. If the Sponsor collected then Sponsor has to pay or if the Board collected then the Board has to pay.

Until the Units have been separately assessed, all post-closing amendments shall disclose the amount of the funds deposited in escrow for the payment of real estate taxes for the unsold Units.

7. Closing Counsel Fees

Sponsor's Condominium Counsel's legal fee in the amount of $2,000 per Unit must be paid by all Purchasers.

The following additional charges will apply if applicable:

(a) $500 if the Closing is not held at Sponsor's attorneys' offices.

(b) $250 for each adjournment of the Closing.
(c) $500 if the Closing is held outside New York City.
(d) $250 to attorneys for Sponsor for the preparation of a letter of default.
(e) $500 for an assignment agreement, if requested by Purchaser and provided Sponsor has consented thereto.

8. Professional Fees

Purchaser shall have sole responsibility for payment of all professionals, including attorney(s), employed or retained by Purchaser.

9. Working Capital Contribution

Purchasers shall also be required to pay at Closing two (2) months of common charges as a contribution to the Working Capital Fund. This fund shall be used to create an account to set aside funds for future capital expenses.

10. Example of Typical Closing Costs

The following is a numerical example of all closing costs for Unit 3B based on the presumptions set forth below and assuming current rates and charges:
Assuming that a Purchaser closes timely and incurs no penalties under the Purchase Agreement the closing costs for Unit 3B with a purchase price of $456,000.00 and assuming a mortgage of $319,200.00 will be approximately:

(a) Title Insurance Fee: $1,878.00
(b) Loan Premium: $415.00
(c) Recording Fees: $885.00
(d) Transfer Taxes - New York City: $4,623.84
(e) Transfer Taxes - New York State: $1,850.00
(f) Mortgage Recording Tax: $5,715.60
(g) Working Capital Fund: $699.96 (based on estimated budget)
(h) Sponsor’s Attorney’s Fee: $2,000.00
(i) ACRIS Preparation Fee: $150.00
(j) Total Estimated Closing Costs: $18,217.40

The entire contents of this section entitled “Unit Closing Costs and Adjustments” as then same may be revised or amended shall be deemed incorporated in the Purchase Agreement for each Unit.

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RIGHTS AND OBLIGATIONS OF THE SPONSOR

1. Indemnification

Sponsor is obligated to defend any suits or proceedings arising out of Sponsor's acts or omissions under the Plan. Sponsor will indemnify and hold the Board of Managers and the Unit Owners harmless from any such suits or proceedings.

The Condominium shall assume the performance of all obligations (including payment obligations) of the Sponsor, if any, accruing on or after the date of closing of title to the first Unit pursuant to the Plan, under the labor, service and maintenance agreements in effect on such date which have been assigned to the Condominium pursuant to the Plan, and shall indemnify and hold Sponsor harmless from and against any and all claims, liabilities, costs and expenses arising of or with respect to such agreements or with respect to the Property accruing on or after such date.

2. Sponsor's Obligations Survive

All representations under the Plan, all obligations pursuant to the General Business Law, and such additional obligations under the Plan that are to be performed subsequent to the Closing Date will survive delivery of the deed.

3. Operating Expenses

Sponsor agrees to pay all Common Charges, special assessments and real estate taxes with respect to all Unsold Units imposed by Board of Managers in accordance with this Plan. Sponsor represents that it has the financial resources to meet its obligations with respect to Unsold Units. Sponsor expects to fund its financial obligations to the Condominium from the income from projected sales and if necessary, from the personal financial assets of Sponsor's principal. To the best of Sponsor's knowledge, as of the Filing Date of the Plan, Sponsor has sufficient resources to fund its obligations set forth in the Plan. Except as specifically set forth herein, no bond or other security has been furnished to secure Sponsor's obligations hereunder, including, but not limited to, Sponsor's obligations to obtain a final Certificate of Occupancy. If Sponsor should cease having such financial resources, all selling activity shall cease, the Plan will be amended and all Purchasers offered the right to rescind their purchases. All obligations of Sponsor pertaining to the Condominium, including its obligation to pay all Common Charges, shall be enforceable only by the Board of Managers on behalf of the Unit Owners and not by the individual Unit Owners. However, nothing herein shall prevent an individual Unit Owner from bringing an action in the nature of a derivative action against the Board of Managers. During the time the principals of Sponsor control the Board, it is within their sole power to enforce the obligations of Sponsor pertaining to the Common Elements. Therefore, Sponsor agrees that during such period it will, in its capacity as the Board of Managers, enforce such obligations when required to do so by a resolution duly passed by a majority of the Unit Owners, excluding Sponsor, at a special meeting of the Unit Owners called for such purpose.

Notwithstanding any disclosure to the contrary in this Plan, Sponsor reserves the right to delay the collection of Common Charges for so long as Sponsor pays the actual

Condominium expenses, in lieu of Common Charges. In the event that Sponsor makes such election: i) Common Charges will not be assessed by the Board of Managers to any Unit Owners; ii) Sponsor shall disclose such information in an amendment to the Plan, and shall set forth the anticipated length of such delay period; iii) Sponsor shall provide at least thirty (30) days written notice of the expiration of the delay period and shall disclose such notice in an amendment to the Plan; (iv) during any such delay period, the Sponsor will timely pay all expenses of the Condominium, including but not limited to insurance premiums and any reserve fund payments; (v) upon the commencement of the collection of Common Charges, there will not be an assessment for any item set forth in the approved budget for the Condominium; and (vi) the Sponsor shall remain obligated to update the budget for the Condominium, as provided in the governing regulations.

4. Casualty Insurance

Sponsor shall procure fire and casualty insurance, as set forth in Schedule B, pursuant to an agreed amount replacement value policy or in an amount sufficient to avoid co-insurance, as reflected in Footnotes to Schedule B. Such insurance will provide that each Unit Owner is an additional insured and that there will be no cancellation without thirty (30) days' notice to the Board of Managers and Unit Owners. The insurance policies will also contain waivers of subrogation, waivers of invalidity due to acts of insured and Unit Owners and waivers of pro rata reduction of liability of the insurer due to other insurance carried by individual Unit Owners. Sponsor shall be reimbursed for the cost of such insurance premium(s) by the Condominium.

5. Restoration after Casualty

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, the Purchase Agreement shall continue in full force and effect, Purchaser shall not have the right to reject title or receive a credit against, or abatement in, the Purchase Price, and Sponsor shall be entitled to a reasonable period of time within which to complete the repair or restoration. Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss shall, subject to the rights of the Condominium Board and other Unit 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.

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, to notify the Purchaser within sixty (60) days of the damage to the Unit, 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, the Purchase Agreement shall be deemed cancelled and of no further force or effect and Sponsor shall return to Purchaser all sums deposited by Purchaser thereunder, 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 under the Plan and the Purchase Agreement, 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 the liquidated damages.

6. Dissolution of Sponsor

In the event of the dissolution or liquidation of the Sponsor or the transfer of ten (10) or more units or twenty percent (20%) or more of the total number of Units in the Condominium, whichever is less, the principals 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 or regulations.

Completion of Construction Sponsor is obligated to build and complete the Condominium in accordance with the Building Plans and Specifications identified in the Plan, subject to Sponsor's right to substitute equipment or materials of equal or better quality for construction and design and make modifications in layout or design; provided however, that Sponsor does 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 of Common Interests or adversely affect the value of any Unit to which title has closed or for which a Purchase Agreement has been executed and is in effect unless all affected Unit Owners and contract vendees consent in writing to such change."

Sponsor will install carbon monoxide detectors as required in all New York City multiple dwellings.

7. Certificate of Occupancy

Prior to the closing of title to the first Unit, Sponsor has obtained a permanent Certificate of Occupancy for the entire Condominium on January 26, 2023.

Except as otherwise required by applicable statute or regulation, Sponsor shall not be obligated to correct or cause to be corrected any latent or patent defects in construction of a Unit or the Common Elements, or in the installation or operation of any mechanical equipment therein. Notwithstanding the foregoing, the Sponsor's obligation, regardless of any limitations in warranty under this Plan, cannot go below the duty to construct the premises in accordance with all applicable codes, filed plans and specifications, NYC Building Code requirements, and locally accepted building practices for items which are not covered by codes.

However, in the event correction of a defect is covered under any guaranty or warranty given to Sponsor by the construction consultant, general contractor or construction manager (collectively the "General Contractor') engaged by Sponsor to complete construction of the Building (or by any contractor or subcontractor engaged by the General Contractor or Sponsor), Sponsor may, but shall not be obligated to, apply to the General Contractor to correct the defect. In order for Sponsor to consider bringing the defect to the attention of the General Contractor, Sponsor must be notified in writing (i) if such defect

concerns the Residential Unit, by the Unit Owner to whom Sponsor sold the Residential Unit, (a) within six (6) months following the earlier of the commencement date of any Interim Lease for such Unit or the closing of the sale of the Unit to the Unit Owner if it is a patent defect, and (b) within twelve (12) months following the earlier of the commencement date of any Interim Lease for such Unit or the closing if it is a latent defect; or (ii) by the Board of Managers, within the later of twelve (12) months from (a) the issuance of a TCO covering the entire Building, or (b) the First Unit Closing if the defect concerns the Common Elements. If Sponsor is not notified within these time periods, Sponsor shall not have any obligation to consider causing remediation of the problem. In no event, however, shall Sponsor be obligated to compel, or to take action to compel, the General Contractor (or any contractor or subcontractor) to perform under any guaranty or warranty given by it in connection with work performed at the Property.

Sponsor and/or its General Contractor, and/or the pertinent contractor or subcontractor, in its or their sole discretion, shall select the method of correcting any defect to be corrected under this subparagraph. On three (3) days' notice from Sponsor and/or its General Contractor, and/or the pertinent contractor or subcontractor, the Unit Owner, Purchaser of the Board of Managers, as applicable, shall allow Sponsor, Sponsor’s contractors, agents or licensees and/or the Managing Agent access to the Unit or area in question on any weekday to inspect and/or correct such defect.

The quality of construction shall be comparable to local construction standards customary in the particular trade in question in accordance with the Plans and Specifications. Sponsor shall be deemed to have discharged any commitment it may have made or be deemed to have made with respect to curing defects, if (i) Sponsor is not notified of the defect, or (ii) the Unit Owner, Purchaser or Board, as applicable, prevents Sponsor, Sponsor’s contractors, agents or licensees and/or Managing Agent access to the Building and/or the Unit where corrective work has been requested, or (iii) Sponsor shall have corrected or caused to be corrected the defect in accordance with the practice of the industry as said practice is determined by Sponsor’s General Contractor or architect or engineer, in its sole discretion.

Notwithstanding the foregoing, Sponsor shall not be responsible for correcting or repairing any defects in construction or defects in the installation or operation of any appliances (including, without limitation, kitchen appliances and washers and dryers), equipment or fixtures with respect to which warranties or other undertakings (however denoted) from manufacturers, contractors, materialmen, or others, are delivered and/or assigned to either a Unit Owner or the Board of Managers. Also, Sponsor's undertaking to correct defects as described above, runs only to Unit Owners who have purchased a Unit from Sponsor. It does not run to Owners who purchased Units on resale by other Unit Owners.

In addition, in no event shall Sponsor be responsible for any condition resulting from normal wear and tear or natural deterioration of from the normal shifting or settling of the Building, or for any defects of insubstantial nature, including but not limited to partial or total death of any landscape improvements, nail pops, ridging on sheet rock walls, lumber shrinkage, door sticking due to weather, door warpage, tile, marble and granite grouting, separation in joints of tile, marble, granite or wood flooring, floor levels, ceiling imperfections, painting defects, alignment of bathroom finishes, air filtration from windows, and consequential damage resulting from settlement or normal plumbing,

heating and air conditioning, noises, or carpet discoloration and stretching. In addition, Sponsor shall not be responsible for paint touch-ups, or for repair of chips, mars, breaks or other defects in window sashes, electric fixtures, interior painted surfaces, sinks, tubs, bowls, bidets (if any), cabinets, countertops, vanity tops and bases, doors, mirrors, hardware, flooring or appliance cabinets, unless notified of any such defect therein prior to closing of title to the Unit in question or the leasing of the Unit to the Purchaser thereof and Sponsor agreed to repair such items. Sponsor has no obligation to make any repair to the Units or the Common Elements, except as expressly set forth in this Offering Plan. Nothing contained herein shall be construed to render Sponsor liable for consequential damages, whether based on negligence, breach of contract, warranty or otherwise (except as Sponsor may be liable for by law).

Except as expressly set forth herein, Sponsor has no obligation to correct or repair any defect or condition in any Unit, the Common Elements, or the Building or in any installation, apparatus, fixture or appurtenance. The foregoing provisions set forth Sponsor's entire responsibility with respect to corrections and repairs and none other shall be implied.

Notwithstanding anything to the contrary in the foregoing discussion, both Unit Owners and the Board of Managers shall be obligated to permit Sponsor and its contractors and agent’s access to Units and the Common Elements at the request of Sponsor and/or its contractors and agents, in order for Sponsor to complete construction in accordance with this Plan. References in this Section or elsewhere this Plan to excluded repairs or excluded conditions with respect to various items listed shall not be construed to imply an obligation on the part of Sponsor to do any work, renovation or rehabilitation or to install any equipment, fixtures or appliances or other items except, in each case, as expressly provided in "Description of Property and Specifications or Building Conditions."

The Sponsor reserves the right to amend the Plans and Specifications and to make changes in the materials, appliances equipment and fixtures if (a) required or approved or accepted by governmental authorities having jurisdiction over the Property or by the Sponsor's architect; or (b) required by job conditions, local shortages or unavailability or materials; or (c) ordered by the Purchaser for his Unit without affecting Units previously sold.

The Sponsor will not be obligated to correct and will not be liable to any Purchaser as a result of immaterial variations in the dimensions or arrangement of rooms, walls or other areas within Units, or in the Plans and Specifications, or in the description of the Building or a Unit set forth in the Plan.

Except as otherwise provided in this Plan, where alternatives are specified or where a particular practice, method, or design of construction, equipment, material or supply is not specified, the choice and reasonable decision of the Sponsor shall be determinative. Completion Free of Liens Sponsor will pay or cause payment to all contractors, subcontractors, materialmen, and all others involved in the construction, establishment, and sale of the Units for all authorized and proper work performed and fixtures, material, and equipment supplied or installed in the construction of the Building, and will cause all mechanics liens arising out of the construction of the Building or the furnishing or installation of fixtures or equipment to be discharged or bonded promptly after any lien is filed.

8. Plan, Exhibits, Documents

Sponsor agrees to keep copies of the Plan, exhibits and documents referred to in the Plan on file at its office or at Sponsor's attorney's office for a period of six (6) years from the date the Declaration is recorded.

9. Sponsor's Rights of Access; Alterations

Sponsor reserves to itself, its successors, assigns, designees, invitees, contractors, agents, employees and tenants, any and all easements and rights of access, in and to Units and Common Elements, to complete construction in a manner consistent with the purposes of this Plan and to ensure Sponsor's rights and obligations hereunder. Sponsor is obligated to repair any damages caused as the result of the foregoing work to the extent it is obligated under the warranties provided under this Plan, if notified during the warranty period described below. Sponsor will not interfere with a Unit Owner's reasonable use of his or her Unit during any work period. However, there may be a temporary limitation as to use of the public areas. Sponsor's reservation and rights shall include, but not be limited to:

(i) The right to maintain general, sales and leasing office(s) and personnel on the Premises, to post signs, and to conduct other activities connected with promotion, sales or leasing, such as inspection and display of vacant or licensed Units, as well as all Common Elements, to prospective Purchasers or lessees; and

(ii) Right of access in and to Units and Common Elements for purposes of construction, repair, refurbishment, correction, alterations, finishing, servicing and similar work.

10. Condominium and Sales Costs and Expenses

Sponsor will pay all expenses incurred prior to the establishment of the Condominium in connection with establishment of the Condominium, and will bear and pay all costs and expenses incurred in connection with the creation of the Condominium, whenever such costs or expenses are incurred, or in connection with the sale of all Units held or owned by Sponsor (except for costs specifically made payable by Purchasers under this Plan), and will pay all selling expenses including, but not limited to, advertising and printing costs, architect and engineering fees, and costs of filing this Plan and amendments thereto.

11. **Renting and Use of Unsold Units by Sponsor**

Sponsor or its designee reserves the additional right to use or occupy for itself or its agents, or (after the Declaration has been filed) to rent or license to a tenant who is not a Purchaser (for such fee and upon such terms as are agreed to between the parties), any Unit not conveyed or with respect to which a Purchase Agreement is not then outstanding. Sponsor will notify Purchasers of Units that have been previously occupied or that are then occupied, of such occupancy, prior to the execution of a Purchase Agreement. Such Unit will be delivered at the Closing, free and clear of any occupants and licenses, unless the tenant or occupant is the Purchaser or unless the Purchase Agreement indicates that the Unit shall

be sold subject to a license, a copy of which shall be annexed to the Purchase Agreement. There shall be no obligation of Sponsor or its designee to decorate, refurbish or in any way repair such Unit.

12. Sponsor Right to Rent Units

Sponsor is retaining the unconditional right to rent rather than sell units after the Plan has been consummated, which means after the plan has been declared effective and the First Unit Closing has been held. Therefore, there is no commitment on the part of the Sponsor to sell more units than the fifteen percent (15%) necessary to declare the plan effective and owner-occupants may never gain effective control and management of the Condominium. Sponsor's lender does not impose any limits on Sponsor's right to rent rather than sell Units after consummation of the Offering Plan.

13. Construction Loan

Sponsor has obtained no construction loan, but a bridge loan from Cathy Bank, having an address at 235 Fifth Avenue, New York, 10016. Sponsor's lender does not impose any limits on Sponsor's right to rent rather than sell Units after consummation of the Offering Plan. Sponsor is allowed to sell the units with release price at the greater of (1) 70% of gross sales price or (b) 110% of allocated loan amount. A bridge loan is not a construction loan. A bridge loan is a short-term loan used to bridge the gap between the purchase of a new property and the sale of an existing property. It is typically used in real estate transactions when a borrower wants to purchase a new property but hasn't yet sold their existing property or when the sale of the existing property is taking longer than expected. On the other hand, a construction loan is used to finance the construction of a new property, such as a condo building, a house, or a commercial building and is used to pay for the costs associated with the construction project, such as materials, labor, and permits. A bridge loan is also different from a construction loan in the aspect that bridge loans are usually repaid in a lump sum when the borrower's existing property is sold, while construction loans are repaid in installments as the construction project progresses.

14. Limited Warranty

Sponsor will provide the Limited Warranty as required by Section 777-b of Article 36-B.

The Housing Merchant Implied Warranty, as required by Article 36-B of the General Business Law of the State of New York, applies to this offering as the gut renovations undertaken have created a multi-unit residential structure of five stories or less. Please see a copy of the entire Article 36-B in Part II of the Plan. The Housing Merchant Implied Warranty means that:

a. one year from and after the warranty date the Unit 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 Unit will be free from defects due to a failure by Sponsor to have installed such systems in a skillful manner; and

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

The Housing Merchant Implied Warranty, however, does not extend to:

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

The Limited Warranty limits the Housing Merchant Implied Warranty by limiting Sponsor's liability for its breach. Sponsor's limit of liability under the Limited Warranty for each Unit is 75% of its purchase price. The complete text of the Limited Warranty offered by Sponsor is reprinted in Part II of the Plan. Sponsor is not providing any warranty other than the Limited Warranty. NO DISCLAIMER OR LIMITATION OF LIABILITY ON SPONSOR'S PART SHALL APPLY TO SPONSOR'S OBLIGATIONS UNDER ALL APPLICABLE STATUTES, LAWS AND REGULATIONS AND SPONSOR'S OBLIGATIONS UNDER THE PLAN.

The Sponsor's obligation, regardless of any limitations in the warranty or in the Plan, is to construct the Building and the Units in accordance with all applicable laws, codes, plans and specifications, and Sponsor's obligations set forth in the Plan. Any conflict between the disclaimers and the Sponsor's obligation to construct the Building and the Units in accordance with all applicable laws, codes, plans and specifications shall be resolved in favor of the latter.

At or prior to the closing of the Unit, Sponsor will 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 roof, equipment and appliances installed in the Common Elements to the Board of Managers. A roof contractor shall provide a 5-year warranty for the roof of the Building. An installer of the roof will provide a roof warranty that for five (5) years from and after the roof installation, the roof will be free from defects due to a failure to have been constructed in a skillful manner.

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CONTROL BY SPONSOR

Sponsor reserves the right to control the Board of Managers until a date that is within thirty (30) days of the date on which the last unsold unit has been conveyed to the Purchaser (the "Sponsor Control Period") by appointing a majority of the members of the Board, unless Sponsor voluntarily relinquishes such right prior to the expiration of the Control Period . Notwithstanding the foregoing the Sponsor reserves the right to transfer control of the Board of Managers prior to the end of the Sponsor Control Period. The Sponsor shall have the right to designate all of the Residential Board Members during the Sponsor Control Period, and the Commercial Board Member for so long as Sponsor owns at least one Community Facility Unit.

Sponsor is retaining the unconditional right to rent Units in the Building that are being offered under this Plan after the Plan has been consummated, which means after the Plan declared effective and the First Unit closing has been held. Until this Plan is abandoned, Sponsor will endeavor in good faith to sell fifteen percent (15%) of the Units. However, as Sponsor has the unconditional right to rent Units, all of the Units may never be sold. IN LIGHT OF SPONSOR'S UNCONDITIONAL RIGHT TO RENT OR LEASE, RATHER THAN SELL, THE UNITS OFFERED HEREUNDER AFTER CONSUMMATION OF THE PLAN, THERE MAY NEVER COME A TIME WHEN THERE ARE NO REMAINING UNSOLD UNITS AND THE INITIAL CONTROL PERIOD MAY NEVER EXPIRE. AS A RESULT, RESIDENTIAL UNIT OWNERS MAY NEVER GAIN CONTROL OF THE BOARD.

The By-Laws do not include a provision that after the expiration of the Initial Control Period a majority of the Board must be Unit Owner-occupants or members of a Unit Owner-occupant's household who are unrelated to Sponsor and its principals. Unit Owner-occupants and non-resident Unit Owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons or owning, i.e., owning as a home as opposed to as an investment.

During the Sponsor Control Period, all obligations pertaining to the Common Elements shall be enforceable only by the Board on behalf of the Unit Owners and not by individual Unit Owners. However, nothing herein shall prevent an individual Unit Owner from bringing an action in the nature of a derivative action against the Board. During the time the principals of Sponsor control the Board, it is within their sole power to enforce the obligations of Sponsor pertaining to the Common Elements, and therefore, Sponsor agrees that during such period it will in its capacity as the Board enforce such obligation when required to do so by a resolution duly passed by a majority of the Unit Owners, excluding Sponsor, at a special meeting of the Unit Owners called for such purpose.

Sponsor may not exercise veto power over expenses described in Schedule B of Part I of the Plan, without the consent of a majority in aggregate Common Interest of all Unit Owners (other than Sponsor voting as a Unit Owner) present at a duly called meeting of the Unit Owners or expenses required:

(i) to comply with applicable laws or regulations; or
(ii) to remedy any notice of violation; or

(iii) to remedy any work ordered by an insurer; or
(iv) any matter affecting the health or safety of the occupants of 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.

As long as Sponsor or a Sponsor-designee shall own one or more Units, the Board may not, without the prior written consent of Sponsor or the Sponsor-designee, as the case may be, which consent may be withheld by Sponsor or the Sponsor-designee, as the case may be, in its sole discretion: (i) amend the Declaration or By-Laws of the Condominium so as to in any way adversely affect Sponsor or a Sponsor-designee; or (ii) interfere with the offer, sale or leasing of Units, or construction within the Unit or Units belonging to Sponsor or a Sponsor-designee, operation of general or sales and leasing offices on the Property, or with any actions necessary or desirable for construction, renovation, repair, or correction of the Property or any Unsold Unit, as determined by Sponsor or a Sponsor-designee, as the case may be. Furthermore, so long as Sponsor or its designee shall own one or more Units or for a period of five (5) years after closing of title to the first Unit, whichever is sooner, the Board of Managers may not, without the prior written consent of the Sponsor, (i) make any addition, alteration or improvement to the Common Elements or to any Unit or (ii) assess any Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund (provided, however, Sponsor will not unreasonably withhold consent to additions to the replacement reserve fund provided for in Schedule B to the extent assessments are necessary to make expenditures required by law), or (iii) borrow money on behalf of the Condominium (except where necessary to perform work required by law to the extent that existing reserves are insufficient), or (iv) provide for new or additional services other than those provided for in Schedule B hereof. Sponsor shall have the right to withhold its consent to any of the foregoing actions except where otherwise noted.

Notwithstanding the above, Sponsor's consent shall not be withheld for expenses required to comply with applicable law, to remedy any notice of violation, to comply with any work order of an insurer, or to ensure the health and safety of the occupants of the building. While Sponsor has voting control of the Board of Managers, Sponsor will not reduce or eliminate the services to be provided to the Condominium as set forth in this Plan.

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BOARD OF MANAGERS

It is the function of the Board of Managers to administer the affairs of the Condominium and supervise the operation of the Condominium property. The following is a summary of the important sections of the Declaration and By-Laws with regard to the Board of Managers.

Sponsor reserves the right to control the Board of Managers until a date that is within thirty (30) days of the date on which the last unsold unit has been conveyed to the Purchaser (the "Sponsor Control Period") by appointing a majority of the members of the Board, unless Sponsor voluntarily relinquishes such right prior to the expiration of the Control Period . Notwithstanding the foregoing the Sponsor reserves the right to transfer control of the Board of Managers prior to the end of the Sponsor Control Period. The Sponsor shall have the right to designate all of the Residential Board Members during the Sponsor Control Period, and the Commercial Board Member for so long as Sponsor owns at least one Community Facility Unit.

The number of Mangers which shall constitute the initial Board shall be one (1) until succeeded by Managers elected at the first annual meeting of the Unit Owners. The first Board of Managers of the Condominium will be Tim Hei Chan, who is the principal of the sponsor. Tim Hei Chan will be the president of the Board of Managers.

The first annual meeting of the Unit Owners shall be called for a date which is no more than one year after the first Unit Closing. At the end of the Sponsor Control Period, the initial members designated by the Sponsor shall resign and the Board of Managers will consist of three (3) persons elected by the Unit Owners. However, as long as Sponsor or a Sponsor-designee owns a Unit, it will be entitled to appoint one (1) member of the Board. Each Unit Owner, including the Sponsor or its designee, shall be entitled to cast one vote for each .01% of interest in the Common Elements attributable to their Unit(s) on all matters put to a vote at all meetings of the Unit Owners. The Unit Owners' annual meetings shall be held on or about the anniversary of the date of the first annual meeting. Notice of the annual meeting of Unit Owners or of any special meetings of Unit Owners shall be given by the Secretary, as directed by the Board of Managers, to all Unit Owners not less than ten (10) days or more than thirty (30) days before such meeting. Minutes of all meetings of Unit Owners and all meetings of the Board of Managers shall be kept by the Board, together with records of all actions taken by the Board and the financial records of the Condominium. The Board shall retain an independent certified public accountant to prepare an annual report of the receipts and expenditures of the Condominium, which report shall be promptly sent to each Unit Owner.

Special meetings of the Board of Managers shall be held when called by the President of the Board of Managers as directed by the Board of Managers or upon a petition signed by Unit Owners representing a majority in interest of the Common Elements having been presented to the Secretary of the Board. After the Sponsor Control Period, each of the members of the five (5) member Condominium Board will serve until the next regular annual meeting of Unit Owners and until a successor is elected and qualified. Members of the Board of Managers, except for those members designated by the Sponsor, to be eligible

for election, must be either a Unit Owner, the principal or officer of a Unit Owner, or the spouse of a Unit Owner. Except for a member of the Board of Managers designated by Sponsor or a Sponsor-designee, members of the Board may be removed from office, with or without cause, by the affirmative vote of Unit Owners owning, in the aggregate, a percentage of Common Interest in excess of fifty percent (50%). Board members elected by the Sponsor or a Sponsor-designee may only be removed for gross negligence, willful misconduct, or fraud by the affirmative vote of Unit Owners owning, in the aggregate, a percentage of Common Interest in excess of fifty percent (50%). In the event of such removal, the Sponsor or Sponsor-designee shall have the exclusive right to designate a replacement for such removed member of the Board of Managers.

No members of the Board of Managers will receive any compensation from the Condominium for acting as such. The Board will be responsible for management and maintenance of the Condominium. It will have the powers and duties necessary for the administration of the affairs of the Condominium and may perform any act necessary to accomplish this, as long as it is consistent with the Declaration, By-Laws, and applicable law. Such acts include (a) determination, collection, and enforcement of the obligations of Unit Owners to pay Common Charges; (b) employment and dismissal of personnel; (c) providing for insurance with respect to Common Elements; (d) adoption of rules relating to use and operation of the Property; (e) hiring of a managing agent and contractors and service companies in connection with the performance of the Board's responsibilities; (f) establishing an operating budget for the Condominium; (g) maintaining and making all required repairs and replacements to the portions of the Property which is the responsibility of the Board to maintain and replace; and, (h) on behalf of the Unit Owners, incurring debt on such terms and conditions as the Board will agree to provide for major and minor maintenance, repairs, additions, improvements, replacements, working capital, bad debts and unpaid Common Expenses, insurance, depreciation, obsolescence and similar purposes (the repayment of any and all such debt may be secured and paid as provided in Section 339-jj of the New York Real Property Law). Members of the Board will have no liability to the Unit Owners or third parties for errors of judgment, negligence, or otherwise, except for errors constituting willful misconduct or bad faith. The Unit Owners will severally indemnify the members of the Board against any liability or claims except those arising out of their bad faith or willful misconduct, but the liability of any Unit Owner on account of such indemnification will be limited to such proportionate share thereof as the Common Interest of such Unit Owner bears to the aggregate Common Interest of all Unit Owners. In order to limit the liability of the Unit Owners and the members of the Board, any contract or other commitment made by the Board will state that it is made by the Board only as agent for the Unit Owners, that the members of the Board will have no personal liability on any such contract or commitment (except as Unit Owners), and that the liability of any Unit Owner on any such contract or commitment will be limited to such proportionate share of the total liability thereunder as the Common Interest such Unit Owner bears to the aggregate Common Interest of all Unit Owners.

The By-Laws do not include a provision that after the expiration of the Initial Control Period a majority of the Board must be Unit Owner-occupants or members of a Unit Owner-occupant's household who are unrelated to Sponsor and its principals. Unit Owner-

occupants and non-resident Unit Owners, including Sponsor, may have inherent conflicts on how the Condominium should be managed because of their different reasons for owning, i.e., owning as a home as opposed to as an investment.

The Declaration may be amended at any regular or special meeting of the Unit Owners called or convened in accordance with the By-Laws by the affirmative vote of at least two-thirds (⅔) in number and in common interest of all Unit Owners, except where otherwise specified. Minor corrective amendments may be approved by the Board or the Sponsor. Each amendment shall be effective upon the recording in the Office of the City Register of the County of Queens of an appropriate instrument setting forth the amendment and its due adoption, execution and acknowledgement by one or more officers of Sponsor or one or more members of the Board. No amendments shall be passed which shall impair or prejudice the right or priorities of any mortgagee without the prior written consent of such mortgagee which consent shall not be unreasonably withheld. No amendment shall be passed which shall in any way affect any of the rights, privileges, powers or options of Sponsor. No amendment which affects the percentage of common interest appurtenant to any Unit shall be passed without the consent of all affected Unit Owners.

Except where a greater percentage is required under the Declaration or the Condominium Act, the By-Laws may be amended by the affirmative vote of at least two-thirds (⅔) of the Unit Owners at a meeting duly called; provided, however, that no amendments to the By-Laws shall be passed which would operate to impair or prejudice the rights or liabilities of any mortgagee.

No amendment to the Declaration, the By-Laws or this Plan shall, in any manner, change the rights and privileges of Sponsor without the written approval of the appropriate party.

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RIGHTS AND OBLIGATIONS OF UNIT OWNERS AND THE BOARD OF MANAGERS

1. Sale or Lease of Units by Unit Owners

Each Unit Owner shall have the right to sell or lease its Unit pursuant to the Condominium Declaration and By-Laws. Except as otherwise provided herein, the tenants of the Lease will not be subject to the New York City Rent Law (rent control), the Emergency Tenant Protection Act of 1974, the New York City Rent Stabilization Law, or the New York City Rent Stabilization Code; as such laws are presently in effect.

2. Mortgaging of Units by Unit Owners

Each Unit Owner has the right to mortgage his or her Unit, provided that (i) the mortgage shall be substantially in the form of the New York statutory form of mortgage, (ii) the Board of Managers is notified in writing of the making of the mortgage and receives a conformed copy of the mortgage and note, (iii) the mortgage states that if consent by the mortgagee is required to any amendment to the Condominium Declaration and By-Laws such consent will not be unreasonably withheld or delayed, and (iv) the Unit Owner making such mortgage first pays all assessments and Common Charges previously assessed by the Board of Managers against the Unit, and satisfies all unpaid liens against the Unit, except for the lien of a Permitted Mortgage. Notwithstanding the foregoing, the Sponsor and Sponsor's designee shall have the right to mortgage their Units without restriction or limitation, but any such mortgage shall contain the representations in clauses (iii) and (iv) of this paragraph (if applicable).

3. Common Charges and Assessments

The Board of Managers will prepare and furnish its budget to the Unit Owners from time to time and at least once a year. Based upon such budget and any modifications 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 of interest in the Common Elements. 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. Such Common Charges shall be paid by the Unit Owners and by Sponsor as Owner of Units that have not been sold to bona fide Purchasers. Each Unit Owner will be responsible to pay the Common Charges allocable to his or her Unit monthly in advance on the first day of each month, commencing with the closing of title to his or her Unit. Common Charges assessed during the month in which title closes shall be adjusted between the Purchaser and the Sponsor as of the Closing Date, if collection of Common Charges has commenced on or before said date.

The Common Charges assessed by the Board of Managers, in addition to covering the cost of repairing and maintaining the Common Elements including but not limited to, fire and liability insurance covering the Condominium, electricity for the Common Elements, water, audit and legal expenses and reserves for capital expenditures, may include, in the discretion of the Board of Managers, other reserves, working capital and other sums necessary to carry on the affairs of the Condominium.

The Common Charges will not include maintenance, repairs or decoration of any Units or portions thereof (except for structural repairs), payments required pursuant to the terms of any Unit Owner's mortgage, or real estate taxes covering the individual Units.

Sponsor reserves the right to delay the collection of common charges for so long as Sponsor pays the actual Condominium expenses, in lieu of Common Charges. In the event that Sponsor makes such election: i) Common Charges will not be assessed by the Board of Managers to any Unit Owners, ii) Sponsor shall disclose such information in an amendment to the Plan, and shall set forth the anticipated length of such delay period; iii) Sponsor shall provide at least thirty (30) days written notice of the expiration of the delay period and shall disclose such notice in an amendment to the Plan; (iv) during any such delay period, the Sponsor will timely pay all expenses of the Condominium, including but not limited to insurance premiums and any reserve fund payments; (v) upon the commencement of the collection of Common Charges, there will not be an assessment for any item set forth in the approved budget for the Condominium; and (vi) the Sponsor shall remain obligated to update the budget for the Condominium, as provided in the governing regulations.

The liability of each Unit Owner for the payment of the Common Charges thereafter assessed or becoming due against his or her other Unit, shall terminate upon a permissible sale, transfer or other conveyance of such Unit together with the appurtenant interest in the Common Elements made by him or her in accordance with the applicable provisions of the By-Laws. In addition, any Unit Owner may, subject to the terms and conditions specified in the By-Laws, convey his or her Unit together with the appurtenant interest to the Board of Managers or its nominee on behalf of all other Unit Owners, without any compensation, and in such event shall be exempt from Common Charges thereafter assessed. A Purchaser of a Unit shall be required by the Board of Managers to pay unpaid Common Charges assessed against the Unit prior to his or her acquisition, except that a mortgagee acquiring title to the mortgaged Unit or a Purchaser at a foreclosure sale shall not be liable for such charges and the Unit shall not be subject to a lien for the payment of the Common Charges assessed prior to the acquisition of title thereto by a mortgagee or Purchaser at a foreclosure sale. However, such mortgagee or Purchaser at a foreclosure sale shall be liable for payment of all Common Charges after the acquisition of title. After the Board of Managers files a lien for unpaid Common Charges and in the event the lien is foreclosed by the Board of Managers, if the proceeds of the foreclosure sale shall not be sufficient for the payment of such unpaid Common Charges or if a Unit is acquired by a mortgagee or Purchaser in foreclosure, the unpaid balance shall be charged to all Unit Owners as a Common Expense. If there is any surplus remaining from the proceeds of a foreclosure sale after payment of the indebtedness and all the expenses of the sale, the surplus shall be paid to the Unit Owner. Pursuant to Section 339-z of the Condominium Act, the Board of Managers, on behalf of the Unit Owners, will have a lien on each Unit for unpaid Common Charges assessed by the Board of Managers. Under Section 339-aa of the Condominium Act, a lien for non-payment of Common Charges will be subordinate only to liens for real estate taxes and to sums unpaid on a first mortgage of record on the Unit. Any lien for unpaid Common Charges against a Unit shall be effective from and after the filing of a notice thereof in the office of the County Clerk in County of Queens, and until all sums secured thereby, with the interest accrued thereon at twelve percent (12%) per annum shall have been fully paid

or until six (6) years from the date of filing (unless foreclosure of such lien is started within such six (6) year period), whichever is earlier. The lien may be foreclosed by a suit brought in the name of the Board of Managers acting on behalf of the Unit Owners, similar to a foreclosure of a mortgage on real property, or an action may be brought by the Board of Managers to recover the unpaid Common Charges, without necessarily filing the lien. Sponsor will cause the Board of Managers to file a lien, as provided in Section 339-aa of the Condominium Act, on Units in which a Purchaser is more than ninety (90) days in arrears of Common Charges while it is in control of the Board of Managers. Sponsor will cause the Board of Managers to file a lien, as provided in section 399-aa of the Condominium Act, on Units in which Sponsor is more than thirty (30) days in arrears of common charges while it is in control of the Board of Managers.

Pursuant to Section 339-kk of the Condominium Act, If a non-occupying owner rents any Unit to a rental tenant and then fails to make payments due for Common Charges, assessments or late fees for such Unit within sixty (60) days of the expiration of any grace period after they are due, upon notice in writing, all rental payments from the tenant shall be directly payable to the Condominium Association.

If the Common Charges, assessments or late fees due for any Unit have not been paid in full, within sixty (60) days after the expiration of any grace period of the earliest due date, the Board of Managers shall provide a timely written notice to the tenants, the non-occupying owner, the Registered Mortgagee, and the Registered Guarantor, 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 of Managers may elect not to require that rental payments be made payable to the Condominium. At such time as payments for common charges, assessments and late fees from the non-occupying owner are once again current, notice of such fact shall be given within three (3) business days to the rental tenant and non-occupying owner. Thereafter all rental payments shall be made payable to the non-occupying owner or a designated agent. A nonoccupying owner who disputes the Condominium'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 (30) days of the date that such Board receives notice that such owner seeks to dispute such claim. Nothing in this section shall limit any rights of Unit Owners or of the Board of Managers existing under any other law or agreement. 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 nonoccupying owner against such tenant for such rent.

Notwithstanding the foregoing, any first mortgagee who obtains title to a condominium unit pursuant to the remedies in the mortgage or through foreclosure will not be liable for more than six (6) months of the unit’s unpaid regularly budgeted dues or charges accrued before acquisition of the title to the unit by the mortgagee. If the Condominium

Associations lien priority includes costs of collecting unpaid dues, the lender will be liable for any fees or costs related to the collection of the unpaid dues.

4. Repairs

Generally, all painting, decorating, maintenance, repairs and replacements, whether structural or nonstructural, ordinary or extraordinary, in or to (a) any Unit including Limited Common Elements to the Unit (other than to the Common Elements contained therein), will be made by the Unit Owner at the Unit Owner's sole cost and expense; (b) and in or to the Common Elements will be made by the Board of Managers and the cost thereof will be a Common Expense. All maintenance, repairs and replacement of the Common Elements of the Property, including, but not limited to, exterior walls, roof and roof members as well as all maintenance, repairs and replacements to any pipes, wires, conduits 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 serve one or more Units shall be made by the Board of Managers and the cost thereof shall be a Common Expense, except where such repair or replacement is necessitated by the negligence, misuse or neglect of a Unit Owner to whom the Common Element is restricted in use, in which event the cost and expense shall be assessed to and paid for by such Unit Owner. All repairs, replacements, painting or maintenance, whether made by the Unit Owner or by the Board of Managers to the doors, windows, or the exterior surface of any Building, including roofs, or to any generally visible portion of the Common Elements, shall be carried out in such a manner so as to conform to the materials, style and color initially provided by the Sponsor. In the event that a Unit Owner fails to make any maintenance replacements or repair, which maintenance, replacements or repair is necessary to protect any of the Common Elements, any other Unit, or, in the event of service of a Building Department violation notice covering the Unit upon the Board of Managers, the Board of Managers shall have the right to make such maintenance, replacements or repair (after the 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, replacements, and/or maintenance. In the event that the Board of Managers charges a Unit Owner for repairs, replacements or maintenance to his Unit or for repairs to any Common Elements restricted in use to such Unit Owner, and the Unit Owner fails to make prompt payment, such charges shall be considered as additional Common Charges due from said Unit Owner, and the Board of Managers shall be entitled to bring suit to compel payment. In the event the Board of Managers brings a suit, the Unit Owner shall be liable for the reasonable attorneys' fees and cost of such suit or proceeding together with interest on all sums due.

The interior glass surfaces of all windows located in the Units are to be cleaned at the Unit Owner's expense. The exterior surfaces of all Unit windows shall be cleaned by the Board of Managers and the cost shall be a Common Expense. Broken window glass in a Unit shall be replaced by the Unit Owner at the Unit Owner's sole cost and expense, unless such breakage was caused by the Board of Managers or its agents, in which case replacement shall be made by the Board of Managers at its sole cost and expense. Entrance doors to Units and the roof of the Building shall be maintained and repaired by the Board of

Managers unless the damage thereto was caused by a Unit Owner in which case the Board of Managers shall make the repair and charge the Unit Owner accordingly.

The Board of Managers and/or any agent of the Board of Managers shall have the right of access (which right shall be an easement) to inspect any Unit for the purpose of making any repairs or replacements to any of the Common Elements contained in such Unit or appurtenant to such Unit, or elsewhere in the Building, or to remedy any condition which would result in damage to any other Unit or to the Common Elements, or which would violate the provisions of any mortgage covering another Unit, or for the purpose of removing violations or curing defaults by Unit Owners, or for the purpose of complying with any laws, orders, rules or regulations of any governmental body having jurisdiction thereof. Such right of access shall be exercised in such manner as will not unreasonably interfere with the use for which the Unit was intended. No prior notice shall be required if the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Property or its residents or to avoid the suspension of any necessary service.

5. Additions, Alterations and Improvements

No Unit Owner may make any addition, alteration or improvement to the Common Elements. No Unit Owner shall make any structural addition, alteration, repair or improvement in his or her Unit, Limited Common Elements, or to the Common Elements appurtenant to his or her Unit, without the prior written approval of the Board of Managers, which approval will not be unreasonably withheld, provided that the addition, alteration, repair or improvement may be made while retaining the structural integrity of the Building. Notwithstanding anything to the contrary contained herein, Sponsor shall be permitted to make any lawful alterations to Unsold Units without the consent of the Board of Managers except for structural alterations that would have a material effect on the structural integrity of the Building. In addition, no such additions, alterations or Unit Owner's improvements may be made unless the consent of the Unit mortgagee (if any) is obtained, if such consent is required under the terms of the Unit Owner's mortgage. Except as otherwise provided with respect to alterations by the Sponsor or Sponsor's designee, no application shall be filed with the New York City Buildings Department or with any other governmental authority for a permit covering an addition, alteration or improvement to be made in a Unit unless approved in writing executed by the Board of Managers. Such execution shall not subject the Board of Managers or any of its members to any liability to any contractor, subcontractor, material man, architect or engineer, by reason of such addition, alteration or improvement or to any person having any claim for injury to person or damage to Property arising therefrom. If requested by the Board of Managers, a Unit Owner shall indemnify the Board of Managers for loss, damage or liability resulting in any way from execution of any such documents executed by the Board of Managers or any of its Members.

Prior to and as a condition of granting consent to the making of a structural alteration, addition, repair or improvement to a Unit, the Board of Managers may require the Unit Owner to deliver plans and specifications to the Board of Managers and to execute an agreement in the form required by the Board of Managers, setting forth the terms and conditions under which the proposed work is to be done, including, without limitation the

days and hours during which the work is to be done. The Unit Owner shall also provide the Board of Managers, if required, with a copies of all insurance policies in the form required by the Board of Managers insuring all work to be performed by the Unit Owner and naming the Condominium and mortgagee, if applicable, as an additional insured. Notwithstanding the foregoing, there are no additional requirements in the by-laws regarding aesthetic controls or architectural restrictions for additions, alterations or improvements to individual units.

6. Limited Common Elements

No structures of any kind may be erected on the Limited Common Elements at the Premises without the express written permission of the Board of Managers, except for temporary structures, such as tents used exclusively for recreational camping purposes, umbrellas, privacy screens and so on. Any temporary structure on the Limited Common Elements should not obstruct views, create a safety hazard, or violate any building codes or zoning regulations. Each Unit Owner of a Unit to which a Limited Common Element is appurtenant shall be responsible for the cost and performance of all painting, decorating and non-structural ordinary maintenance, repairs, cleaning and replacements to such Limited Common Element. However, the costs and expenses of any structural or extraordinary repairs or replacements to any Limited Common Element, unless the need for such repair or replacement was caused by the negligent act or omission of the Owner of the Unit to which it is appurtenant, shall be allocated to all Unit Owners as a Common Expense. The Board of Managers shall have the right of access in and through these areas for the purpose of doing building maintenance inspections. Notwithstanding anything herein to the contrary, a Unit Owner who wishes to paint, decorate or make any other changes to a Limited Common Element appurtenant to his or her Unit, and which change deviates from the Limited Common Element as it was originally delivered by Sponsor, must first obtain express written permission from the Board of Managers.

7. Insurance

The Board of Managers shall obtain and maintain, to the extent obtainable, fire insurance, including water damage, insuring the Building, including all of the Units and the bathroom and kitchen equipment initially installed therein by the Sponsor, together with all heating, air conditioning equipment and other service machinery contained therein (but not including wall, ceiling or floor decorations or coverings, or furniture, furnishings, fixtures, equipment or other personal property supplied or installed by Unit Owners), covering the interest of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to the full replacement value of the Building (exclusive of the cost of excavations, pilings and foundations). Each of such policies shall contain a New York Standard Mortgagee Clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payable provisions in favor of the Board of Managers and the Insurance Trustee hereinafter set forth, and such other insurance as the Board of Managers may determine. The amount of fire insurance to be maintained on the Building upon the transfer of title to all Units and until the first meeting of the Board of Managers following the first annual meeting of the Unit Owners will not be less than one hundred percent (100%) of replacement value of the

Building. The Board of Managers shall review the amount of fire insurance annually. Although there is no requirement for annual appraisals to ascertain whether the insurance coverage is adequate, such appraisals are required prior to renewal of any fire policy. The Board of Managers will arrange for repair of the Units in the event of a casualty loss. In the event the insurance proceeds are not sufficient to cover the cost of repairs to the Units, the balance of the cost of such repairs will be assessed against all Unit Owners. For further provisions regarding repair or reconstruction of Units after fire, casualty or condemnation see Article Seven of the By-Laws which provides, among other things, for Unit Owners' approval to reconstruct in the event seventy-five percent (75%) or more of the Units are destroyed or substantially damaged. In the event of a casualty loss, the Unit Owner will continue to pay the Common Charges on his Unit.

The proceeds of all policies of physical damage insurance carried by the Board of Managers shall be payable to the Board of Managers in the event of a casualty loss amounting to $100,000 or less, and to the "Insurance Trustee" if the loss shall amount to more than $100,000 to be applied for the purpose of repairing, restoring or rebuilding the Building unless otherwise determined by the Unit Owners, as hereinafter set forth. The Insurance Trustee shall be designated by the Board of Managers and shall be a bank or trust company located in the State of New York. In the event that the Insurance Trustee shall resign or not qualify, the new Insurance Trustee shall hold all proceeds of insurance policies in accordance with Section 254.4 of the Real Property Law. The comprehensive general liability insurance policy to be maintained until the first meeting of the Board of Managers following the first annual meeting of the Unit Owners, will have a limit of $1,000,000, covering all claims arising out of any one occurrence in the Common Elements and a limit of $2,000,000 in the aggregate, a portion of which may be covered via an umbrella policy.

The cost of all such insurance and the fees and expenses of the Insurance Trustee shall be paid by the Board of Managers and shall constitute a Common Expense. The Board of Managers may also obtain and maintain, to the extent obtainable: (1) fidelity insurance covering all officers and employees of the Condominium who handle Condominium funds; (2) worker's compensation insurance; and (3) in order to limit the liability of Unit Owners for personal injury and tort, comprehensive general liability insurance covering each Member of the Board of Managers and each Unit Owner for such amounts as the Board of Managers may deem proper. The Board of Managers shall review such limits once each year. See Schedule B for the estimated cost of insurance for the Condominium for the first year of operations. All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners or the invalidity arising from any acts of the insured or any Unit Owners and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the Unit Owners, and Registered Mortgagees and Registered Guarantors. 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 expiration of the current policies. In addition to the insurance set forth herein, Unit Owners must obtain supplemental or additional insure their personal effects and the interior of the Unit itself for fire and liability. Such insurance commonly referred to as an "HO-6 Policy,"

will be paid for by the Purchaser. Unit Owners shall 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.

8. Restrictions on Occupancy and Use

Restrictions on and conditions for occupancy of Units, including aesthetic controls and limitations on business and professional use, appear in the House Rules appended to the Condominium By-Laws in Part II of the Plan. In addition, the Units will be restricted to the Zoning Resolution. A summary of some of the rules governing the occupancy and use of Units follows: Owners of a Unit, members of their families, their employees, guests and their pets shall not use or permit the use of the Premises in any manner which would be illegal or disturbing or a nuisance to other said Owners, or in such a way as to be injurious to the reputation of the Condominium.

No Unit Owner shall paint the exterior surfaces of the windows and doors opening out of his or her Unit.

No Unit Owner or any of his or her 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 normal household use.

No Unit Owner shall make or permit any disturbing noises in his or her Unit, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a computer for purposes of listening to music, phonograph, tape, radio or television set or similar loud device in such Owner's Unit between the hours of 12:00 Midnight and the following 7:00 A.M. if the same shall reasonably disturb or annoy other occupants of the Building and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No garments, rugs, etc., shall be hung from the windows or from any part of the Building or balconies or clotheslines strung, on, across or over the Common Elements or the Limited Common Elements (including any irrevocably restricted areas).

No sign of any kind shall be displayed to the public view on or in any Unit.

No birds, animals or reptiles, except dogs or cats, shall be permitted in any Unit unless the same shall have been expressly permitted in writing by the Board of Managers or the Managing Agent, and such permission shall be revocable at any time by the Board of Managers or Managing Agent in their sole discretion. In no event shall more than two (2) animals shall be permitted in any Unit without Board approval. No pet shall be permitted in the Common Elements, including dogs and cats, unless carried or on a leash.

No Unit Owner shall leave or permit any personal property (i.e., bicycles, carriages, etc.)

to be left in the hallways, corridors, lobby or other common areas or to be left on the terraces, unless in a place specifically designated for same, by the Board of Managers or the Managing Agent.

The Property is in C6-1 and C6-2 zoning district. The Building is classified under Use Group 2 (residential) and Use Group 6 (commercial) which allows for mixed-use buildings "as of right." The property and proposed residential, retail and commercial uses comply with all zoning and use requirements.

Other than the restrictions regarding illegal use, the provisions set forth above shall not be applicable to the Sponsor. The Sponsor and its nominees and agents shall have the right and privilege to maintain general and local sales offices in and about the Condominium, including any model Units located within 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 incident to the sale of the Units, without charge or contribution other than in the form of Common Charge payments as otherwise provided for herein.

The Sponsor shall have the right to continue to employ signs of its choice upon the Condominium premises in its efforts to market and sell the Units. Incident to the rights and privileges provided for herein, the officers, employees, agents, contractors, guests and invitees of the Sponsor, its successors and assigns, shall have the right of ingress and egress to and throughout the Common Elements of the Condominium. The Sponsor shall have the right to use Common Elements and Limited Common Elements in the construction, repair or otherwise in connection with the building and maintenance of the Building.

The Board of Managers shall sign any application or other document required to be filed with any governmental authority having or asserting jurisdiction in connection with any such structural addition, alteration or improvement made by Sponsor or its designee to any Unit, provided, however, that neither the Board of Managers nor the Unit Owners shall be subjected to any expense or liability by virtue of the signing of the application or such other document. A copy of any such application or other document will be furnished to the Board of Managers. Compliance with By-Laws and Rules and Regulations Rules and regulations concerning the use of the Property and 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 prior to the time that they become effective. The initial Rules and Regulations of the Condominium are contained in Part II of the Plan. Each Unit Owner must comply strictly with the By-Laws and the rules, regulations, resolutions and decisions adopted pursuant thereto. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief, or both, by the Board of Managers or in a proper case, an aggrieved Unit Owner. In the case of flagrant or repeated violation the Board of Managers may ask the offending Unit Owner for sufficient surety for future compliance.

A Manager may be removed for cause by a majority vote of the Unit Owners. The powers

of the Board of Managers are set forth in Article III of the By-Laws. Among those powers and duties necessary for administration of the affairs, which generally include all powers and duties relating to the Property and business affairs of the Condominium other than that specifically directed or required to be done by the Unit Owners personally, including, without limitation, the following:

To determine the amount of, collect and disburse the Common Charges, including the right to accumulate a reserve for capital replacements.

To make reasonable Rules and Regulations in addition to those set forth in the By-Laws and to enforce them.

To employ others, including a management agent, and to delegate powers.

To maintain, make repairs to and replacements of the Common Elements and Limited Common Elements including exterior walls, roofs, pipes, wire conduit and public utility lines, any of which is located in one Unit and services another Unit, and painting of exterior surfaces of doors and windows which open from a Unit. However, a Unit Owner shall be responsible for the maintenance of his Unit including electric repairs, plumbing stoppage, window cleaning, painting and decorating in the Unit, all glass breakage, pipes, wires and conduits in and servicing the same

9. Unit and repairs and replacements to the Unit.
To choose officers of the Condominium which officers shall include a President who shall be the chief executive officer of the Condominium, shall preside at all meetings of the Unit Owners and Board of Managers and be an ex-officio member of all committees; a Vice President who shall substitute for the President in his or her absence; a Secretary who shall record all votes and take and keep minutes of all meetings of the Unit Owner and Board of Managers; and a Treasurer who shall be responsible for overseeing the finances of the Condominium funds and for keeping the financial budget and record of the Condominium or overseeing them if kept by the Managing Agent.

10. To maintain Condominium bank accounts.

To bring and defend actions on behalf of the Condominium including foreclosure of liens for unpaid Common Charges.

To acquire title to any abandoned Unit or Units under foreclosure.

To make repairs, restore or alter any Unit or the Common Elements after damage by fire or other casualty or condemnation.

To enter a Unit when necessary for the maintenance, care and preservation of the Property.

To furnish annually, at the end of each fiscal year, copies of an annual report of the Condominium including a balance sheet and profit and loss statement certified by an

independent public accountant, a statement regarding any taxable income attributable to the Unit Owners and a notice of the holding of the annual Unit Owners meeting. A Unit Owners, his/her representatives and mortgagee may examine the Condominium books and records upon reasonable notice and during normal business hours.

To act as an agent of those Unit Owners, if any, who give their written authorization to apply to the New York City real estate tax assessment agency by filing a single protest or complaint on behalf of all 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 whom it is acting as agent and charge those Unit Owners a pro-rata share of expenses, disbursements and legal fees.

11. Right of Action
The Board and any aggrieved Unit Owner shall have the right of action against Unit Owners or the Board for failure to comply with the Declaration, By-Laws, or decisions of the Board.

12. Enforcement of Sponsor's Obligations
All obligations pertaining to the Common Elements shall be enforceable only by the Board on behalf of the Unit Owners and not by individual Unit Owners. However, nothing herein shall prevent an individual Unit Owner from bringing an action in the nature of a derivative action against the Board. During the time the principals of Sponsor control the Board, it is within their sole power to enforce the obligations of Sponsor pertaining to the Common Elements, and therefore, Sponsor agrees that during such period it will in its capacity as the Board enforce such obligation when required to do so by a resolution duly passed by a majority of the Unit Owners, excluding Sponsor, at a special meeting of the Unit Owners called for such purpose.

13. Voting
Each Unit Owner, or some person designated by such Unit Owner to act as proxy on such Unit Owner's behalf and who need not be a Unit Owner, shall be entitled to cast the votes appurtenant to the Unit Owner's Unit at all meetings of Unit Owners. The total number of votes of all Unit Owners shall be 10,000 and each Unit Owner shall be entitled to cast one vote at all meetings of the Units Owners for each 0.01 percent of interest in the Common Elements applicable to the Unit Owner's Unit.

14. Notices to Registered Mortgagees and Registered Guarantors
The Registered Mortgagee and Registered Guarantors will be notified within ten (10) days by certified or registered mail, with a "return receipt" requested in the event of the following:

i. Any condemnation or casualty loss that affects either a material portion of the project or the unit securing its mortgage;

ii. Any 60-day delinquency in the payment of assessments or charges owed by the owner of any Unit on which it holds the mortgage;

iii. A lapse, cancellation, or material modification of any insurance policy maintained by the Condominium Association; and

iv. Any proposed action that requires the consent of fifty-one percent (51%) of the Registered Mortgagees and Registered Guarantors.

THE FOREGOING SUMMARY IS NOT INTENDED TO BE A COMPLETE DISCUSSION OF THE BY-LAWS OR DECLARATION. PROSPECTIVE PURCHASERS OR THEIR ATTORNEYS OR ADVISORS SHOULD REVIEW THE BY-LAWS, DECLARATION AND OTHER IMPORTANT DOCUMENTS SET FORTH IN PART II OF THE PLAN.

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REAL ESTATE TAXES

Real estate taxes are assessed and collected by the City of New York Upon substantial completion of construction, the Residential portion of the property will be classified by the New York City Department of Finance ("DOF") as a Tax Class 2 property (residential condominium building with more than ten units) and the Community Facility Units will be classified as a Tax Class 4 property upon completion of the improvements.

Once Units are separately assessed for real estate taxes, each Unit Owner will be responsible only for payment of the tax bill attributable to Unit Owner's Unit, and will not be responsible for paying the tax bill attributable any other Unit. Likewise, with separate assessments, one Unit cannot be subject to a tax lien arising out of another Unit Owner's failure to pay the taxes due on that other Unit Owner's Unit.

Certain Purchasers of Residential Units, including senior citizens and veterans, may be exempt, in whole or in part, from real estate taxes. Each potential Purchaser should consult his or her own tax advisor as to the availability of such exemptions. Submission of the Declaration and Tax Lot Drawings to the New York City Real Property Assessment Bureau for review is one of the first steps in the process by which the Units will become separate tax lots. The timing of this submission generally depends upon the date the Plan is declared effective, as typically the submission is not made until that time. As of the date of this Plan, Sponsor has no reason to anticipate any delay other than normal governmental processing time in effectuating creation of separate tax lots and individual Unit assessments.

Purchasers are advised, however, that due to the City's schedule in assessing real property generally, it is possible that separate assessments of Units may not be made for six to twelve months after separate tax lots legally are established. That is, separate tax lots may be established (thereby enabling Sponsor to convey Units to Purchasers), but separate assessments may follow some months later. Thus, for a period of time following establishment of separate tax lots, one tax bill may still be rendered for the entire Property. Details of how the tax bill will be paid under these circumstances and Purchasers' responsibilities for contributing their proportionate share of same, are included in Part I of this Plan entitled "Closing Costs and Adjustments."

1. Assessment and Tax Certiorari Proceedings

The Board of Managers shall have the right accorded Condominium Boards of Managers in Section 339-y of the Condominium Act, on behalf of and as agent for any Unit Owner who has given written authorization to the Board of Managers, to commence, pursue and settle certiorari proceedings to obtain reduced real estate tax assessments with respect to the Unit, as set forth in the By-Laws. All Unit Owners will share the costs in connection therewith and the benefits derived therefrom. The Board of Managers may retain legal counsel on behalf of 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 as if for Common Charges, pursuant to Section 339-z of the Condominium Act. If any Unit Owner seeks individually to have the assessed value of said Owner's Unit reduced by bringing a separate tax certiorari proceeding, the Board

of Managers, if necessary for such proceeding, will execute any documents or other papers required therefore, and otherwise cooperate with such Unit Owner in pursuing such reduction, provided such Unit Owner indemnifies the Board of Managers and all other Unit Owners from all costs, claims and expenses (including, without limitation, reasonable attorney's fees and expenses), resulting from such proceedings. There are no tax certiorari proceedings currently pending for the Property.

2. Real Estate Tax Projection

The New York City Department of Finance ("DOF") assesses the values on all New York City residential and commercial properties annually. The Department of Finance releases tentative assessments of the property value of every property in January of every year and final assessments every May, prior to the beginning of each tax year, which begins July 1st. Real Property tax rates, set each year by the City Council are applied to these property values to determine each homeowner's annual tax liability.

The tax projection has taken the following factors in account: (a) the recent tax assessment history on the property; (b) the potential income for the new mixed-use building; (c) comparable condominium properties within the zip code of the Property that are fully operational; (d) limited common area and amenities; (e) size of the Property; (f) type of construction and (g) building classification.

The real estate tax projection is made upon the following facts and information: The site will consist of fifty-five separate tax lots. Twenty-nine units will be residential units, three units will be community facility units and twenty-three units will be parking units. The subject property is located at 73-02 Woodside Avenue, Queens NY 11373, and is known as Block: 1353, Lot: 26, with the NYC Department of Finance ("DOF"); There will be separate condominium tax lots filed with DOF for each residential, community facility and parking units. The Property is currently classed as Tax Class 2 with the DOF. Based on the explanation below, the DOF Surveyor's Office shall class the Residential Units as a Tax Class (2) and thus levy the assessed value on a 45% rate of the market value and class the community facility units as Tax Class (4) and thus levy the assessed value on a 45% rate of the market value.

The 1st year of operation of the Condominium will commence on or about January 1, 2024. Therefore, the calculations of the real estate taxes for the first year of operation must take into consideration that the year comprises 2 tax years – 2023/2024 and 2024/2025.

Tax Class 2 CAP

The Residential Units will be classified as tax class 2 properties when individually assessed. Tax class 2 properties are residential property with more than 3 units including cooperatives and condominiums. The Property Tax Rate for Tax Year 2023 of 12.267% was used for the 2023/2024 projection and a projected tax rate of 12.280% was used for 2024/2025.

Per New York Real Property Tax Law section 1805, tax class two (2) properties are subject

to an assessment cap of 45%. Specifically, the law states that an assessor of any special assessing unit shall not increase the assessment of any parcel in a single year by more than eight percent and shall not increase such assessment by more than thirty percent in any five-year period.

We believe that DOF will continue to tax the property for 2023/2024 as a class 2 property because of the new construction, and that such increase was already placed on the assessment roll and is not subject to the limitation on increases described above. Since prior assessment rolls also reflect an increase in assessed valuation due to the construction work, in 2024/2025 we believe that there will be minor to 0 additional increases due to construction.

In future years increases in assessed value cannot exceed eight percent annually and 20% over any five-year period.

Tax Class 4 CAP

The Community Facility and Parking Units will be classified as tax class 4 properties when individually assessed. Tax class 4 properties include all commercial or industrial property, such as office, retail or factory buildings including parking units. The Property Tax Rate of Tax Year 2023 of 10.646% was used for the 2023/2024 projection and a projected tax rate of 10.755% was used for 2024/2025.

Per New York Real Property Tax Law section 1805, tax class four (4) properties are subject to an assessment cap of 45%. Specifically, the law states that an assessor of any special assessing unit shall not increase the assessment of any parcel in a single year by more than eight percent and shall not increase such assessment by more than thirty percent in any five-year period.

We believe that DOF will continue to tax the property for 2023/2024 as a class 2 property because of the new construction, and that such increase was already placed on the assessment roll and is not subject to the limitation on increases described above. Since prior assessment rolls also reflect an increase in assessed valuation due to the construction work, in 2024/2025 we believe that there will be minor additional increases due to construction. Although not reflected in this projection of real estate taxes for the 1st year of condominium operations, upon approval of the separate condominium tax lots filed with DOF for each residential, community facility and parking units these units will be changed from class 2 to class 4 properties.

The ICAP abatement would apply to the Community Facility Units only. A Preliminary Application was filed, and a filing receipt has been issued by the NYC Department of Finance. The ICAP Final application was submitted within 1 year of the project obtaining its work permit.

The ICAP abatement, which applies to the Community Facility Units only and when separately assessed, will consist of a benefit period of 25 years for commercial construction

inside a special area without inflation protection. Implementation of the tax abatement under the ICAP program is not available until the earlier of: (a) January 5th of a tax year following completion of construction or (b) four years from the date of issuance of the first building permit. If the project takes longer than 5 years to build the benefits years may be reduced. Due to this delay in benefit implementation, it is not anticipated that the ICAP benefits would be received in the 1st year of condominium operation. Therefore, the Attachment A of this Opinion Letter does not include the real estate taxes with and without ICAP benefits.

When individual assessed it is estimated that the Retail Units without the ICAP benefit will be as follows:

CF1: Assessed Valuation ("AV"): 356,172, annual tax: $37,917
CF2: AV: 105,735; annual tax: $11,257
CF3: AV: 166,950, annual tax: $17,773

With ICAP Benefits will be as follows:

CF1: Assessed Valuation ("AV"): 86,821, annual tax: $9,243
CF2: AV: 39,320; annual tax: $4,186.
CF3: AV: 42,777, annual tax: $4,554

Eligible Properties receive an abatement of their taxes equal to a percentage of the Abatement Base. The Abatement Base is equal to the Post Completion Tax minus 115% of the Initial Tax. Neither the Post Completion Tax nor the Initial Tax includes the assessed value of the subject property's land, and the ICAP Abatement is not available to reduce the real estate tax attributed to its land.

This property would be eligible for a twenty-five (25) year ICAP, partial real estate tax abatement, broken down as follows:

Following completion of work:

Year:	Abatement
1-21	**100%**
22	**80%**
23	**60%**
24	**40%**
25	**20%**

If a property is in an NPP/REMIC area, the property would receive the maximum benefit available of twenty-five years. As per the Attachment C, said properties block and lot (1353/26) is in the NPP/REMIC area therefore it would receive said benefit years.

The real estate taxes payable in SCHEDULE A are determined by applying the applicable tax rate to the assessed value of the property as set forth in the SJP opinion letter. The letter is located immediately after the Section entitled "Real Property Taxes". The tax payable would be based on the tax rate in effect at that time and would be allocated among all like Units.

The policy of DOF is to apportion each Unit's real estate taxes based on its Common Interest. SPONSOR MAKES NO REPRESENTATION THAT THE ASSESSED VALUE OF THE PROPERTY, THE ESTIMATED ALLOCATIONS, OR THE TAX RATE WILL NOT BE CHANGED. There is no assurance the taxing authority will allocate taxes based

on relative apartment size, apartment height, and unit-specific features, as provided in the analysis by SJP. It is therefore possible that owners of Units having the same percentage of Common Interest will pay different amounts of real estate taxes.

No representation or warranty can be made as to (a) whether there will be (i) a further increase in the actual valuation of the Property during the projected budget year or (ii) an increase in the assessed valuation of the Property by reason of the condominium conversion or otherwise, or (b) the method of determining the assessed valuation (whether on a rent roll, market or other basis) or (c) the amount of any increase in the assessed valuation of the Property.

If separate tax assessments have not been made for individual units prior to the closing of title to a Unit, Sponsor will collect from each Purchaser at closing, and will place in escrow in a separate account established by the Sponsor for that purpose, an amount equal to the Unit's estimated proportionate share of the real estate taxes projected to be due for the entire Property for the half of the tax year next commencing after the closing of said Unit (i.e., for either the first half or second half, depending on when the Unit closes), based on the method of allocation described above. If the tax assessor indicates that more than one half of a tax year may elapse before the Units are individually assessed, Sponsor shall collect at closing Purchaser's proportionate share of taxes for the upcoming half and shall deposit the same in the account described above. With respect to the balance of the estimated taxes due for the next applicable tax period, the Board of Managers is authorized by Section 2.10(r) of the By-Laws, and shall be obligated to collect monthly escrows from Unit Owners with their Common Charges based upon the estimated tax bill for the entire Property and the then current tax rate deposit the same in the tax escrow account. At the time taxes are due and payable, Sponsor shall pay out of Sponsor's own funds, Sponsor's proportionate share of the Property tax bill allocable to the Unit(s) Sponsor then owns, based on the allocation method described above, and the Board of Managers shall be obligated to cause the release to Sponsor of the appropriate amount of escrowed tax funds in the tax escrow account for Sponsor's use in paying the share of taxes attributable to Units that have been sold and closed to other Unit Owners. If the actual taxes due for any period for which Sponsor collected escrows are higher than the amount collected and held in escrow, the Board of Managers shall pay the difference and shall bill Unit Owners for their proportionate share of any necessary reimbursement, as a Special Assessment. Sponsor will remain liable for all real estate taxes attributable to Sponsor's Units until Sponsor sells and conveys those Units. If any Unit Owner fails to pay a Unit's pro rata share of real estate taxes when due, by Common Charge billing, special assessment billing, or both, the Board of Managers will have a lien on such Unit for non-payment thereof, as if such charges were Common Charges.

Sponsor's attorney has opined that the Condominium will not be able to make an election under Section 528 of the Internal Revenue Code. The Condominium may not satisfy the requirement that at least 85% of the floor area of the Building will be used for residential purposes (as a result of the community facility areas within the Building). As a result, the Condominium Board may not be able to elect the favorable tax treatment available under Section 528 of the Internal Revenue Code. It should be noted that the Condominium

would, even if permitted to make an election under Section 528 of the Code, still be required to pay the minimum New York State and City corporation taxes, as well as income tax on any taxable income it may receive. For this purpose, "taxable income" is defined as the excess, if any, of (a) the gross income for the taxable year (other than "exempt function income" as defined below) over (b) the deductions allowed by the Code which are directly connected with the production of such gross income (excluding "exempt function income") computed with certain modifications provided in Section 528. "Exempt function income" is defined as any amount received as membership dues, fees or assessments from owners of condominium housing units. Income such as interest earned as cash deposits would not be exempt function income.

Prospective Purchasers are advised to read the full text of the real estate tax analysis by SJP Tax Consultants Inc. on the following page for details about the projected real estate tax assessments.

SJP TAX CONSULTANTS INC.
John A. Pappalardo and Stephen L. Pappalardo
149-41 14 Avenue
Whitestone, NY 11357
Tel: (718) 767.8216; Fax: (718) 357-9041

May 23, 2023

73 M&C Realty LLC
42-45 77 Street
Elmhurst, NY 11373

RE: 73 Woodside Manor Condominium
73-02 Woodside Avenue, Queens ("The Property")

To whom it may concern:

73 M&C Realty LLC, (the "Sponsor") has requested that our office project the real estate tax liability of proposed units to be constructed at the Property.

We have provided over fifty (50) real estate tax opinion letters for our clients and have experience and expertise as tax experts for over forty-five (45) years in representing developers, builders, and homeowners in all types of real estate tax matters.

We have taken the following factors in account when formulating our opinion: (a) the recent tax assessment history on the property; (b) the potential income for the new mixed-use building; (c) comparable condominium properties within the zip code of the Property that are fully operational; (d) limited common area and amenities; (e) size of the Property; (f) type of construction and (g) building classification.

The New York City Department of Finance assesses the values of all New York City residential and commercial properties annually. Based on the assessor's determination of the assessment on taxable status date January 5th, the Department of Finance releases tentative assessments of the property value on or about January 15th of every year and final assessment every May, prior to the beginning of each tax year, which commences July 1st.

The sponsor has represented to us that the 1st year of operation of the Condominium will commence on or about January 1, 2024.

Therefore, the calculations of the real estate taxes for the first year of operation must take into consideration that the year comprises 2 tax years – 2023/2024 and 2024/2025.

In rendering this opinion, we have relied upon the following facts and information that you have provided to us:

- The site will consist of fifty-five separate tax lots. Twenty-nine units will be residential units, three units will be community facility units and twenty-three units will be parking units.
- The subject property is located at 73-02 Woodside Avenue, Queens NY 11373, and is known as Block: 1353, Lot: 26, with the NYC Department of Finance ("DOF");
- There will be separate condominium tax lots filed with DOF for each residential, community facility and parking units.
- The Property is currently classed as Tax Class 2 with the DOF. Based on the explanation below, the DOF Surveyor's Office shall class the Residential Units as a Tax Class (2) and thus levy the assessed value on a 45% rate of the

market value and class the commercial units as Tax Class (4) and thus levy the assessed value on a 45% rate of the market value.

Tax Class 2 CAP

The Residential Units will be classified as tax class 2 properties when individually assessed. Tax class 2 properties are residential property with more than 3 units including cooperatives and condominiums. The Property Tax Rate for Tax Year 2023 of 12.267% was used for the 2023/2024 projection and a projected tax rate of 12.280% was used for 2024/2025.

Per New York Real Property Tax Law section 1805, tax class two (2) properties are subject to an assessment cap of 45%. Specifically, the law states that an assessor of any special assessing unit shall not increase the assessment of any parcel in a single year by more than eight percent and shall not increase such assessment by more than thirty percent in any five-year period.

We believe that DOF will continue to tax the property for 2023/2024 as a class 2 property because of the new construction, and that such increase was already placed on the assessment roll and is not subject to the limitation on increases described above. Since prior assessment rolls also reflect an increase in assessed valuation due to the construction work, in 2024/2025 we believe that there will be minor to 0 additional increases due to construction.

In future years increases in assessed value cannot exceed eight percent annually and 20% over any five-year period.

Tax Class 4 CAP

The Community Facility and Parking Units will be classified as tax class 4 properties when individually assessed. Tax class 4 properties include all commercial or industrial property, such as office, retail or factory buildings including parking units. The Property Tax Rate of Tax Year 2023 of 10.646% was used for the 2023/2024 projection and a projected tax rate of 10.755% was used for 2024/2025.

Per New York Real Property Tax Law section 1805, tax class four (4) properties are subject to an assessment cap of 45%. Specifically, the law states that an assessor of any special assessing unit shall not increase the assessment of any parcel in a single year by more than eight percent and shall not increase such assessment by more than thirty percent in any five-year period.

We believe that DOF will continue to tax the property for 2023/2024 as a class 2 property because of the new construction, and that such increase was already placed on the assessment roll and is not subject to the limitation on increases described above. Since prior assessment rolls also reflect an increase in assessed valuation due to the construction work, in 2024/2025 we believe that there will be minor additional increases due to construction. Although not reflected in this projection of real estate taxes for the 1st year of condominium operations, upon approval of the separate condominium tax lots filed with DOF for each residential, community facility and parking units these units will be changed from class 2 to class 4 properties.

In future years increases in assessed value cannot exceed eight percent annually and 20% over any five-year period.

2023/2024 Assessed Value and Tax Liability:

As per the Tentative Assessment from the Taxable Status Date of January 5, 2023, the DOF has set the 2023/2024 Tentative Taxable Assessed Value at 3,534,750. Using the 2023 tax rate of 12.267% for tax class 2 properties, the annual tax liability is $433,608. This amount will be the tax liability for tax year starting July 1, 2023 and ending June 30, 2024.

2024/2025 Post-Completion Projected Assessed Value and Tax Liability:

Considering the aforementioned factors, we are estimating that for the post-completion tax year of 2024/2025, the DOF will set the Taxable Assessed Value at approximately 3,598,911. Using a 2024 projected tax rate of 12.280% for class 2, the Projected Tax Liability will be approximately $441,946.

In determining the assessed values for the individual units, the Department of Finance may use the common interest percentages set forth in the condominium declaration if such percentages are rationally and fairly determined.

Blended Taxes for First Year of Condo Operation:
The first year of condominium operation will begin on January 1, 2024, and end on December 31, 2024. Taxes for the first year of condominium operation will be as follows:

Estimated Full Tax Liability 2023/24 and 2024/25 Tax Years:

Tax Year	No. of Taxable Months	Assessed Value	Tax Rate	Total
2024/2025	6	1,767,375	12.267%	$216,804
2025/2026	6	1,799,456	12.280%	$220,973
Total		**3,566,831**		**$437,777**

See Attachment A for a breakdown of the real estate taxes allocated among the Units. In determining the assessed values for the individual units, the DOF may use the common interest percentages set forth in the condominium declaration if such percentages are rationally and fairly determined.

ICAP (Industrial Commercial Abatement Program):
The ICAP abatement would apply to the Community Facility Units only. A Preliminary Application was filed, and a filing receipt has been issued by the NYC Department of Finance. The ICAP Final application was submitted within 1 year of the project obtaining its work permit.

A copy of the ICAP filing receipt and proof that the final application was submitted to NYC Department of Finance can be found in Attachment B.

The ICAP abatement, which applies to the Community Facility Units only and when separately assessed, will consist of a benefit period of 25 years for commercial construction inside a special area without inflation protection. Implementation of the tax abatement under the ICAP program is not available until the earlier of: (a) January 5th of a tax year following completion of construction or (b) four years from the date of issuance of the first building permit. If the project takes longer than 5 years to build the benefits years may be reduced. Due to this delay in benefit implementation, it is not anticipated that the ICAP benefits would be received in the 1st year of condominium operation. Therefore, the Attachment A of this Opinion Letter does not include the real estate taxes with and without ICAP benefits.

When individual assessed it is estimated that the Retail Units without the ICAP benefit will be as follows:
CF1: Assessed Valuation ("AV"): 356,172, annual tax: $37,917
CF2: AV: 105,735; annual tax: $11,257
CF3: AV: 166,950, annual tax: $17,773

With ICAP Benefits will be as follows:
CF1: Assessed Valuation ("AV"): 86,821, annual tax: $9,243
CF2: AV: 39,320; annual tax: $4,186.
CF3: AV: 42,777, annual tax: $4,554

Eligible Properties receive an abatement of their taxes equal to a percentage of the Abatement Base. The Abatement Base is equal to the Post Completion Tax minus 115% of the Initial Tax. Neither the Post Completion Tax nor the Initial Tax includes the assessed value of the subject property's land, and the ICAP Abatement is not available to reduce the real estate tax attributed to its land.

This property would be eligible for a twenty-five (25) year ICAP, partial real estate tax abatement, broken down as follows:

Following completion of work:

Year:	Abatement
1-21	100%
22	80%
23	60%
24	40%
25	20%

If a property is in an NPP/REMIC area, the property would receive the maximum benefit available of twenty-five years. As per the Attachment C, said properties block and lot (1353/26) is in the NPP/REMIC area therefore it would receive said benefit years.

We consent to the inclusion of this letter in any Offering Plan with respect to the Property.

We have represented real estate developers, builders, charitable organizations, and homeowners for over 45 years in numerous tax exemption matters with the NYC Department of Housing and Preservation and Development and NYC, Department of Finance. We have written over thirty (50) real estate tax opinion letters that have been submitted to the Department of Law as exhibits to the plan. We specialize in obtaining §421-a and ICIP/ICAP tax exemptions for our clients.

Respectfully,

Stephen L. Pappalardo
May 25, 2023

ATTACHMENT A

PROJECTED REAL ESTATE TAXES BY UNIT NUMBER FOR 1st YEAR OF OPERATION

Unit	Annual R.E. Tax Upon 1st Year of Operation	Monthly R.E. Tax Upon 1st Year of Operation
Residential Units		
1A	$8,403	$700.23
1B	$7,831	$652.54
1C	$8,327	$693.96
1D	$10,330	$860.86
2A	$12,755	$1,062.89
2B	$11,445	$953.72
2C	$12,725	$1,060.38
2D	$13,598	$1,133.17
2E	$10,692	$890.97
2F	$9,095	$757.96
2G	$9,577	$798.11
3A	$12,755	$1,062.89
3B	$11,445	$953.72
3C	$12,725	$1,060.38
3D	$13,598	$1,133.17
3E	$10,692	$890.97
3F	$9,095	$757.96
3G	$9,577	$798.11
4A	$12,755	$1,062.89
4B	$11,445	$953.72
4C	$12,725	$1,060.38
4D	$13,598	$1,133.17
4E	$10,692	$890.97
4F	$9,095	$757.96
4G	$9,577	$798.11
5A	$14,933	$1,244.44
5B	$14,682	$1,223.52
5C	$11,881	$990.11
5D	$13,056	$1,087.99
Sub-Total:	$329,103	$27,425.27

Unit	Estimated Monthly Real Estate Taxes	Estimated Annual Real Estate Taxes
Community Facility Units:		
CF1	$62,745	$5,228.72
CF2	$9,035	$752.94
CF3	$12,047	$1,003.91
Sub-Total:	$83,827	$6,985.57
P1	$1,129	$94.12
P2	$1,129	$94.12
P3	$1,129	$94.12
P4	$1,129	$94.12
P5	$1,129	$94.12
P6	$1,129	$94.12
P7	$1,129	$94.12
P8	$1,129	$94.12
P9	$1,129	$94.12
P10	$1,129	$94.12
P11	$1,129	$94.12
P12	$1,129	$94.12
P13	$1,129	$94.12
P14	$1,129	$94.12
P15	$1,004	$83.66
P16	$1,004	$83.66
P17	$1,004	$83.66
P18	$1,004	$83.66
P19	$1,004	$83.66
P20	$1,004	$83.66
P21	$1,004	$83.66
P22	$1,004	$83.66
P23	$1,004	$83.66
Sub-Total	$24,847	$2,070.57
TOTAL	***$437,777.00***	***$36,481.42***

ATTACHMENT B

NYC Finance

John A. Pappalardo
SJP Tax Consultants Inc.
149-41 14th Avenue
Whitestone, NY 11357

Monday, October 19, 2015

Filing Date: 10/16/2015

Application No: 19943

Borough of Queens

Block(s)	Lot (s)
01353	0025

Dear John A. Pappalardo,

Your Preliminary Application for Certification of Eligibility for ICAP is hereby acknowledged.

IMPORTANT: The Final Application must be filed within one (1) year after the building permit is received. If no building permit is required, the Final Application must be filed within one (1) year of the date that construction commenced. This is a hard one (1) year deadline with no exceptions.

The Final Application and instructions can be found on our website at www.nyc.gov/finance. Please visit the Government, Industrial, and Not-for-Profit page of our Property Tax Reduction programs section. The completed application with all attachments must be submitted by mail to:

NYC Department of Finance, ICIP/ICAP Unit
59 Maiden Lane, 22nd Floor, New York, NY 10038

If you have any questions and need further assistance on any matter, please contact the ICIP/ICAP Unit via email at exemptionspolicy@finance.nyc.gov.

Sincerely,

Theodore Oberman

Theodore Oberman
Director, Commercial Exemptions / Abatements

ATTACHMENT C

QN	01352	0088	N	Y
QN	01352	0098	N	Y
QN	01352	0099	N	Y
QN	01352	0100	N	Y
QN	01352	0101	N	Y
QN	01352	0102	N	Y
QN	01352	0103	N	Y
QN	01352	0104	N	Y
QN	01352	0106	N	Y
QN	01353	0012	N	Y
QN	01353	0026	N	Y
QN	01353	0028	N	Y
QN	01353	0031	N	Y
QN	01353	0033	N	Y
QN	01353	0034	N	Y
QN	01353	0036	N	Y
QN	01353	0037	N	Y
QN	01353	0039	N	Y
QN	01353	0041	N	Y
QN	01353	0043	N	Y
QN	01353	0045	N	Y
QN	01353	0046	N	Y
QN	01353	0048	N	Y
QN	01353	0049	N	Y
QN	01353	0050	N	Y
QN	01354	0013	N	Y
QN	01354	0025	N	Y
QN	01354	0026	N	Y
QN	01354	0028	N	Y
QN	01354	0029	N	Y
QN	01354	0031	N	Y
QN	01354	0032	N	Y
QN	01354	0035	N	Y
QN	01354	0038	N	Y
QN	01354	0040	N	Y
QN	01354	0044	N	Y
QN	01355	0017	N	Y
QN	01355	0026	N	Y
QN	01355	0028	N	Y
QN	01355	0030	N	Y
QN	01355	0033	N	Y
QN	01355	0036	N	Y
QN	01355	0037	N	Y

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TAX OPINION OF COUNSEL

LAW OFFICE OF Z. TAN PLLC
39-07 PRINCE STREET, SUITE 3B
FLUSHING, NEW YORK 11354
T: 718.886.6676 F: 718.679.9122
info@ncny-law.com

Tax Opinion of Counsel
May 26, 2023

Re: Offering Plan for 73 Woodside Manor Condominium,
Premises: 73-02 Woodside Avenue, Woodside, NY 11377

To Whom It May Concern:

You have requested our opinion with regard to certain income tax matters relating to the Offering Plan (the "Plan") of 73 Woodside Manor Condominium (the "Condominium") including specifically the availability of certain deductions for federal, New York State and New York City income tax purposes in respect of payments of mortgage interest and real estate taxes by individual Unit Owners and the tax treatment to be received by the Condominium.

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

You have advised us that the Sponsor will apply to the Department of Law of the State of New York to establish a condominium ownership for the newly constructed premises located at 73-02 Woodside Avenue, Woodside, New York pursuant to the provisions of Article 9-B of the Real Property Law of the State of New York. The Condominium shall consist of twenty-nine (29) Residential Units, three (2) Community Facility Units and twenty-three (23) Parking Units. Each Unit Owner will hold title to their Unit in fee simple plus an undivided interest in the Common Elements. Each Unit and its interest in the Common Elements will be taxed as a separate parcel for real estate tax purposes. Each Unit Owner may place a separate mortgage in accordance with the By-laws and the Plan, on their Unit and, by doing so; incur direct liability for the interest payable on such mortgage.

The Condominium will be operated by a Board of Managers which, pursuant to the By- Laws, will act as the agent of the Unit Owners. The primary function of the Board of Managers will be to collect the Common Charges and use such funds to supervise the maintenance and operation of the Common Elements. In connection with this opinion, we have reviewed various documents included the Declaration and By-Laws. During this examination, we have assumed the authenticity of all documents and the genuineness of all signatures. We have also considered applicable provisions of the Internal Revenue Code and the Tax Laws of the State of New York.

As part of this opinion, we hereby adopt the May 23, 2023 opinion of SJP Tax Consultants Inc. regarding the Condominium's projected real estate tax liabilities. The opinions as adopted are hereby incorporated into this opinion.

In our opinion under present law, subject to the limitations discussed below, interest on a mortgage up to a maximum of $1,000,000, which becomes a lien on a condominium Residential Unit and real estate taxes payable by a Residential Unit Owner, which are assessed against the Residential Unit by any governmental taxing authority, are a proper deduction in connection with Federal, New York State and New York City_ Income Taxes payable by the owner of such Condominium Residential Unit. In rendering this opinion we assume that such interest is not prepaid, that the mortgage proceeds were used by the Unit

Owner to purchase the Unit, and the Unit Owner is an individual. The foregoing deduction may be impacted by the alternative minimum tax for some taxpayers. A Condominium under New York State law is not a corporation but an unincorporated association ("Association"). We have been requested to opine as to whether the Association will be eligible to qualify as a tax-exempt organization for federal income tax purposes. In order for the Association to qualify as an exempt organization for federal income tax purposes under Section 528 of the Internal Code, it must meet the following six (6) conditions:

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

(2) Sixty percent (60%) or more of the Association's gross income of the Association must be derived from the payment of dues or fees from the Unit Owners in their capacity as owner members rather than in the capacity as customers for services.

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

(4) No part of the net earnings of the Association may inure to the benefit of any individual.

(5) The Association must qualify as a "Condominium management association," which is an organization meeting the requirements of condition (1) above with respect to a Condominium, substantially all of which units are used by individuals as residences.

(6) The Association must properly and timely elect to have Section 528 of the Internal Revenue Code apply for the taxable year.

A "Condominium management association" for the purposes herein is defined as an organization organized and operated to provide for the acquisition, construction, management, maintenance and care of a Condominium, provided substantially all of the units are used by

individuals for residences. "Substantially all" the units will be considered used by individuals for residences if at least eighty-five percent (85%) of total square footage of all units within the project is used, or is intended to be used by individuals for residential purposes or purposes auxiliary to residential use, such as storage rooms, laundry and areas used by maintenance personnel. You have advised me that you anticipate that less than eighty-five percent (85%) of the square footage of the Units will be used for residential purposes. Therefore, the "substantially all" test will not be met, at least initially. Our review of the documents referred to above indicates that the Association does not meet all of the organizational tests described above to qualify for exemption. Therefore, it is our opinion that the Association will not be eligible to elect tax-exempt status under Section 528 of the Internal Revenue Code. This opinion only relates to the specific tax matters discussed above which do not necessarily comprise all tax matters that may be of significance to the Purchasers of the Units. We express no view as to any federal, New York State or New York City tax consequences other than as explicitly discussed in the opinion, or as to the tax status or tax consequences of the Plan under the laws of the United States or any foreign jurisdiction.

Therefore, it is strongly recommended that each prospective Purchaser of a Unit consult with their own tax advisor concerning the federal, New York State and New York City tax will the Sponsor, Sponsor's counsel, the Board of Managers, counsel to the Board of Managers or any other person be liable if by reason of changes in fact or applicable law, regulations, decisional law or Internal Revenue Service rulings, the tax consequences described above should change. No warranties are made that the tax laws upon which counsel bases this opinion will not change and no one else has been authorized to make any representations other than those contained herein. This opinion has been prepared with the knowledge that it will be incorporated into the Plan.

This opinion has been prepared with the knowledge that it will be incorporated into the Plan.

Very truly yours,

LAW OFFICE OF Z. TAN PLLC



Susan Zhejun Tan

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WORKING CAPITAL FUND

The Purchaser of each Unit shall be required to make a contribution at the Closing to the working capital fund of the Condominium (the "Working Capital Fund") in an amount equal to two (2) times the monthly Common Charges due with respect to such Unit as of the Closing.

In addition, any contingency budgeted and collected by the Board will be deposited in the Working Capital Fund. Sponsor will not be obligated to make any contributions to the Working Capital Fund, except to the extent it is funded by payment of Common Charges.

The Working Capital Fund will be held and used for working capital, closing costs and adjustments, unanticipated increases in budgeted or additional Common Expenses, capital repairs or replacement or for such other appropriate purposes as will be determined by the Board of Managers.

While Sponsor controls the Board, the Working Capital Fund will not be used to reduce estimated Common Charges.

The Board will be able to utilize the money in the Working Capital Fund at any time and accordingly, no representation or warranty can be made and no assurance can be given as to the exact amount of funds available at any specific time; provided, however, that in no event shall any portion of the Working Capital Fund be used to pay any Common Charges attributable to Unsold Units.

No representation or warranty is made that the Working Capital Fund will be, or is intended to be, adequate to cover current or future expenses, for the first or any subsequent year of Condominium Operation.

Neither the Department of Law nor any government agency has passed upon the adequacy of the Working Capital Fund.

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RESERVE FUND

Pursuant to the budget for the First Year of Condominium Operation, a Reserve Fund will be established for the Condominium for the renewal or replacement of building components or systems or the remedy of major building defects (the "Reserve Fund"). The Reserve Fund will be funded from Common Charges to be paid during the First Year of Condominium Operation. It is projected that the Reserve Fund will be $6,653.00 for the First Year of Condominium Operation. The Condominium Board will establish a separate Reserve Fund Account and all Reserve Fund collected will be deposited to the account.

The Condominium Board, in its discretion, and subject to certain restrictions contained in the By-Laws, may, in its discretion, decide in future years to increase or decrease the reserve fund line item in the Condominium's annual budget. While the Sponsor is in control of the Board, Sponsor will not use Reserve Fund monies to reduce common charges. Since the Building is being newly constructed, it is anticipated that the reserve fund as it accumulates will be sufficient to pay for the replacement of any capital items likely to be needed within the first five (5) years of Condominium operation.

No representation or warranty is made that the Reserve Fund will be, or is intended to be, adequate to cover current or future expenses, for the first or any subsequent year of Condominium Operation.

Neither the Department of Law nor any government agency has passed upon the adequacy of the Reserve Fund.

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MANAGEMENT AGREEMENT, CONTRACTS AND LICENSES

The Condominium will enter into a management agreement with the Sponsor or an affiliate of the Sponsor as Managing Agent ("Managing Agent") for a term of two (2) year, commencing on the date of the First Unit Closing at an annual fee for the First Year of operation of $18,000 per year, payable in twelve (12) equal monthly installments of $1,500 each year. The cost of management is consistent with the prevailing market rate for such services in comparable buildings. As long as the Sponsor controls the Board of Managers, it will make decisions regarding the Managing Agent, so it is highly likely that the management agreement will be renewed for duration of control period.

Tim Hei Chan, the principal of the Sponsor, 73 M&C Realty LLC, having an office address at 42-45 77th Street, Elmhurst, NY 11373, will serve as the Managing Agent of the Condominium.

In the event of a sale, lease or demolition of the Property, the Board of Managers may terminate the management agreement at the end of any calendar month on not less than sixty (60) days previous notice in writing to the Managing Agent. While Sponsor is in control of the Board, Sponsor shall have the right to decide whether to terminate or renew the Management Agreement. Additionally, either the Board of Managers or the Managing Agent may terminate the Management Agreement at any time upon at least thirty (30) days prior written notice to the other party.

The Managing Agent will perform the following duties, among others:

(a) Cause to be hired, paid and supervised, all persons necessary to be employed in order to properly maintain and operate the Building who, in each instance, shall be the Condominium's and not the Managing Agent's employees, and cause to be discharged all persons unnecessary or undesirable, except that no person shall be hired or discharged without the prior written consent of the Board of Managers.

(b) Cause the Building to be maintained in such condition as may be deemed advisable by the Condominium, including interior and exterior cleaning, and cause repairs and alterations of the Building to be made, including, but not limited to, electrical, plumbing, steamfitting, carpentry, masonry, elevator, decorating, and such other incidental alterations or changes therein as may be required by the Condominium or by law, subject only to the limitations contained in this agreement or in any proprietary lease or other agreement with any Unit Owner. Ordinary repairs or alterations involving an expenditure of One Thousand ($1,000.00) dollars or more for any one item shall be made only with the prior approval of the Board of Managers, but emergency repairs, i.e., those immediately necessary for the preservation or safety of the Building or for the safety of Unit Owners, or other persons, or required to avoid the suspension of any necessary service in the Building, may be made by the Managing Agent irrespective of the cost thereof, without the prior approval of the Board of Managers.

(c) Recommend, and with the approval of the Board of Managers, cause, all such acts and things to be done in or about the Building as shall be necessary or desirable to comply with any and all orders or violations affecting the Building, placed thereon by any federal, state, or municipal authority having jurisdiction thereof, and orders of the New York Board of Fire Underwriters, the New York Fire Insurance Exchange or other similar

body, including submitting applications and processing any and all documentation required by any governmental agency having jurisdiction over the Building.

(d) Enter into contracts for electricity, gas, steam, water treatment, rubbish removal, fuel oil, vermin extermination, and other services or such of them as shall be advisable, but any such contract having a term longer than two (2) years or requiring annual payments in excess of One Thousand ($1,000.00) dollars must be authorized by the Board of Managers.

(e) Purchase all supplies which shall be necessary to properly maintain and operate the Building, make all such contracts and purchases in the Board's name and credit to the Board any discounts obtained for purchases or otherwise, provided that no expenditures in excess of Five Hundred ($500.00) shall be made without the prior approval of the Board of Managers.

(f) Advise the Board of Managers with respect to proper insurance coverage of the Building, its employees and Condominium Unit Owners; and to cooperate with any independent insurance broker or consultant that the Board of Managers may designate or approve and engage for the purpose of effecting insurance and protecting its interests with respect thereto.

(g) Check all bills received for services, work and supplies ordered in connection with maintaining and operating the Building, pay or cause to be paid all such bills, water charges, sewer rent, assessments, real estate taxes and corporate franchise and other taxes assessed against the owner or the Building as and when the same shall become due and payable, provided that Managing Agent shall obtain the consent of the Board before making any expenditures in excess of One Thousand dollars ($1,000.00) for any one item.

(h) If requested by the Board of Managers, accept applications and references from prospective purchasers and subtenants of space being leased or subleased by the Board (and, at the Board's request, for any other space in the Building).

(i) Supervise the moving in and out of Unit Owners and lessees of Unit, and, to the extent possible, arrange the dates thereof so that there shall be a minimum of disturbance to the operation of the Building and of inconvenience to other Unit Owners.

(j) Bill or cause to be billed, Unit Owners and tenants of the Board for maintenance charges, rent and other charges, use its best efforts to collect such maintenance charges, rent and other charges, and, when and if directed by the Board, serve notices upon Unit Owners, tenants or subtenants to quit and surrender space occupied by them. Also, when directed by the Board, and on its behalf, cause actions to be brought for maintenance charges, rent and other charges which may at any time be or become due to the Board from any individual Unit Owner, tenant or subtenant in respect of space in the Building. Managing Agent shall only hire landlordtenant counsel under the direction of Board.

(k) Consider and, when reasonable, attend to complaints of Unit Owners. If the Managing Agent shall deem any such complaint unreasonable, it shall advise the Board of the complaint and the reason for its opinion that the complaint is unreasonable.

(l) Upon direction of the Board sign and serve, in the name of the Board, such notices as are deemed necessary by the Managing Agent, including notices to Unit Owners, tenants or sub-tenants of the Building (collectively, "Residents") of default under house rules, by-laws and similar items.

(m) Cause to be prepared and filed the necessary forms for unemployment

insurance, withholding and social security taxes and all other tax and other forms relating to employment of building employees and maintenance and operation of the Building required by any federal, state or municipal authority.

(n) Render to the Board, not later than the fifteenth day of each month, regular monthly statements, supported by invoices and disbursement vouchers, with remittance of amounts collected during the previous month less disbursements made on behalf of and for the account of the Board. A copy of each such monthly statement shall be sent by the Managing Agent to the Board members requesting such reports and the accountant of the Condominium.

(o) Cause to be set up and kept in good order reports, records and books, consistent with the normal records and books that are kept by the Managing Agent for its other owners (other than books of account maintained by the Condominium's accountants) for the Board, and maintain orderly files containing rent records, insurance policies, correspondence, receipted bills and vouchers, and all other documents and papers pertaining to the Building or the operation thereof (all of such documents are hereinafter referred to as the "Documents"). The Documents shall be and shall at all times remain the property of the Condominium, and the Managing Agent shall upon request of the Board make the Documents available to the Condominium, the Condominium's officers, accountants, attorneys or other representatives, to audit and copy such books and records at any time, upon reasonable notice.

(p) Cooperate with the Condominium's accountants in regard to the annual audit of the books of account of the Condominium, including the annual report of the operations of the Condominium for the year then ended.

(q) Cooperate with the Condominium accountants in regard to the preparation and filing on behalf of the Condominium of federal, state, city and any other income and other tax returns required by any governmental authority.

(r) Prepare (if not prepared by the Owner's accountant) and submit annually to the Board of Managers of the Owner, prior to the last meeting of the Board of Managers of the Condominium held in each calendar year, an operating budget setting forth the anticipated income and expenses for the Condominium for the ensuing year, and any required explanations with respect thereto.

(s) When requested, send notices to managers and Unit Owners of the Condominium, prepare agendas for, and cause a representative of its organization to attend, meetings of Unit Owners and meetings of the Board of Managers of the Condominium.

(t) Prepare and send out all letters and reports as the Board of Managers of the Condominium may request.

(u) Promptly investigate and notify the Condominium of any accident of claim for damage which Managing Agent has actual notice of relating to the ownership, operation, management and maintenance of the Building, including any damage or destruction thereto and cooperate with and make such reports as are required by the Condominium's insurers in connection therewith.

(v) Promptly file a change in registration statement with the New York City Department of Buildings in order to designate an employee of Managing Agent as the registered managing agent for the Building.

There are presently no contracts or licenses binding on the Condominium. The Plan shall

be amended to disclose any contracts and/or licenses binding on the Condominium.

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IDENTITY OF PARTIES

1. Sponsor

The Sponsor of the Offering Plan is 73 M&C Realty LLC, a New York limited liability company authorized to do business in the State of New York. Sponsor's office address is 42-45 77th Street, Elmhurst, NY 11373. The principals of the Sponsor are Tim Hei Chan and Xiu Yun Lin .

Tim Hei Chan has more than 15 years of experience in the development and management of residential and mixed-use properties in New York City. He developed Woodside Bliss Condominium, located at 40-40 68th Street, Woodside, New York, as President of the Developer, Fung Ying Development, LLC.; He managed the walk-up apartments of four families located at 40-44 68th Street, Flushing, New York, as the building manager.

Xiu Yun Lin also has more than 15 years of experience in the development of residential properties in New York City. She developed Woodside Bliss Condominium, located at 40-40 68th Street, Woodside, New York, as Secretary of the Developer, Fung Ying Development, LLC.

The principals of Sponsor have not been involved in any condominium or cooperative offering plans for the last five (5) years and do not own 10% or more of the unsold units or unsold shares in any building in the state of New York.

Both Tim Hei Chan and Xiu Yun Lin are current on their financial obligations to the above listed public offerings.

Neither the Sponsor nor the principals of Sponsor have any prior bankruptcies, convictions, injunctions and judgments against the Sponsor, and/or entities in which the principal of the Sponsor was a principal that would be material to the Offering Plan or to an offering of securities generally and that occurred within the fifteen (15) years prior to the submission of this Plan.

2. Attorney for Sponsor

The Sponsor has retained the law firm of Law Office of Z. Tan PLLC, 39-07 Prince Street, Suite 3B, Flushing, NY 11354, Tel: (718) 886-6676, to represent it in the preparation and consummation of the Offering Plan. The principal attorney who is responsible for this matter is Zhejun Tan, Esq. This firm drafted the Declaration, the By-laws, this Plan, the form of Purchase Agreement, the form of Unit Deed and all other documents necessary in connection with the formation of the Condominium, and is advising the Sponsor in connection with all legal matters incidental thereto. No separate counsel has been retained to represent the Condominium. Law Office of Z. Tan PLLC has no financial relationship, past or present, in the Property or to the Sponsor, except that it is being paid a fee for its services.

3. Managing Agent

Tim Hei Chan, the principal of the Sponsor, 73 M&C Realty LLC, having an office address

at 42-45 77th Street, Elmhurst, NY 11373, will serve as the Managing Agent of the Condominium. Tim Hei Chan has more than 15 years of experience in the development and management of residential and mixed-use properties in New York City. He developed Woodside Bliss Condominium, located at 40-40 68th Street, Woodside, New York, as President of the Developer, Fung Ying Development, LLC.; He managed the walk-up apartments of four families located at 40-44 68th Street, Flushing, New York, as the building manager.

There have been no prior felony convictions of the Managing Agent and no prior convictions, injunctions and judgments against Managing Agent or any principal of the Managing Agent that may be material to the Plan or an offering of securities generally, that occurred within 15 years prior to the submission of this Plan.

4. Selling Agent

The Selling Agent for this offering is Winzone Realty Inc. ("Winzone"), a licensed real estate brokerage firm which has its office at 81-15 Queens Boulevard, Elmhurst, NY 11373. Winzone was established in 2002 and has grown to become one of the largest real estate brokerage company with over 800 agents in New York City.

5. Architect

The Sponsor has retained Chang Hwa Tan, RA, principal of Tan Architect P.C., having an office at 194-02 Northern Boulevard, Suite# 205, Auburndale, New York 11358 to prepare the Description of Property and Specifications, located in Part II of the Plan. The firm was established in 2003, and has extensive experience in the design and construction of residential, commercial and community facility spaces throughout New York City. A representative list of Tan Architect, P.C. is attached.

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REPORTS TO UNIT OWNERS

It is the obligation of the Board of Managers of the Condominium to give all Unit Owners annually:

(i) a financial statement of the Condominium prepared by a certified public accountant or public accountant within four (4) months from the end of such fiscal year; such statement shall be certified while the Sponsor is in control of the Board of Managers.

(ii) prior notice of the annual Unit Owners' meeting; and

(iii) a copy of the proposed annual budget of the Condominium within four (4) months from the end of such fiscal year prior to the date set for adoption thereof by the Board of Managers; Such statement shall be certified while the Sponsor is in control of the Board of Managers.

1. DOCUMENTS ON FILE

Copies of this Plan and all exhibits or documents submitted to the Department of Law in connection with the filing of the plan shall be made available for inspection by prospective Purchasers and by any person who shall have purchased a Unit offered under this Plan, or shall have participated in the offering of such Unit, at the office of Sponsor during convenient weekday hours, and shall remain available without change and copying at reasonable charge for a period of six (6) years from the date of the First Unit Closing. Sponsor shall, within 180 days after the First Unit Closing, deliver to the Condominium Board a copy of all documents filed with the appropriate recording officer at the time of the closing of the first unit.

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GENERAL

This Plan does not knowingly omit any material fact or knowingly contain any untrue statement of a material fact. This Plan does not contain a full summary of all of the provisions of the various documents referred to herein. Statements made as to the provisions of such documents are qualified in all respects by the contents of such documents.

There are no lawsuits or other legal proceedings now pending, or any judgments outstanding, against the Sponsor or principals of Sponsor which could materially and adversely affect this offering, the Purchasers of Units, the Property, the Condominium or the operation thereof, which are not covered by insurance.

In accordance with the provisions of the laws of the United States and the State of New York, Sponsor represents that Sponsor will not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status, or other grounds prohibited by law in the sale of the Units offered by Sponsor pursuant to this Plan.

Sponsor reserves the right, from time to time prior to the Closing Date, without obtaining the consent of Purchasers, to revise the terms and conditions on which the Units offered hereby are sold, including changes affecting the rights, obligations, and liabilities of Purchasers. All material revisions will be contained in a duly filed amendment to this Plan. If a material revision adversely affects the rights, obligations, or liabilities of the existing Purchasers, Purchasers will be given the right to rescind their Purchase Agreements and to receive a refund of their down payment (with interest, if any earned thereon) within fifteen (15) days after the presentation of the amendment.

The Principals of the Sponsor, 73 M&C Realty LLC of the 73 Woodside Manor Condominium, Tim Hei Chan and Xiu Yun Lin hereby certify that 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 and no deposits or advances of funds have been taken by or on behalf of the Sponsor in connection with the reservation, sale or transfer of such units, prior to submission of the Plan to the Department of Law.

No Units in the Building that are a part of the offering plan are occupied by residential or commercial tenants as of the date of submission of the Plan to the Department of Law and all of the Units offered in the plan are vacant.

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SPONSOR'S STATEMENT OF BUILDING CONDITION

Sponsor adopts the Architect's Description of Property and Specifications set forth in Part II of this Plan. Sponsor represents that, to the best of its knowledge, the Description of Property and Specifications set forth in Part II of this Plan, prepared by Chang Hwa Tan of Tan Architect P.C., having an office at 194-02 Northern Boulevard, Suite# 205, Auburndale, New York 11358, registered architects in the State of New York, accurately states the description of the Property and its specifications, as it will be built, upon the plans that it has examined.

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73 WOODSIDE MANOR CONDOMINIUM

PART II

FORM OF PURCHASE AGREEMENT

PURCHASER(S)

WITH

73 M&C REALTY LLC

SPONSOR/SELLER

RESIDENTIAL UNIT NUMBER ___
73 WOODSIDE MANOR
73-02 WOODSIDE AVENUE
WOODSIDE, NEW YORK 11373

THIS PURCHASE AGREEMENT (this "Agreement"), made as of the day of _____, 202___, between 73 M&C Realty LLC, a New York limited liability company, having an office at 42-45 77th Avenue, Elmhurst, NY 11373 (hereinafter, "Sponsor"), and

_____, having an address at _____ (hereinafter, "Purchaser").

W I T N E S S E T H:

1 Definitions. Terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in the Offering Plan for the 73 Woodside Manor (the "Condominium") (such plan, together with any amendments thereto filed prior to the date hereof, is hereinafter referred to as the "Plan").

2 The Residential Unit. Sponsor hereby agrees to sell to Purchaser and Purchaser hereby agrees to acquire from Sponsor residential condominium Unit No. ____ (the "Residential Unit") at the Condominium (as designated in the Declaration), together with the undivided ____% interest in the Common Elements appurtenant to such Unit, upon and subject to the terms and conditions set forth herein.

3 Purchase Price.

3.1. The Purchase Price for the Residential Unit is $_____(the "Purchase Price") payable as follows:

(a) $_____ (the "Deposit") of 10% of the Purchase Price, due upon the signing and submitting of this Agreement, receipt of which (subject to collection) is hereby acknowledged; and

(b) $_____ the "Additional Deposit" of 10% of the Purchase Price; 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), due upon the earlier to occur of: (i) _____ (the date at which is six (6) months after the date of this Agreement); or (ii) fifteen (15) days after Sponsor serves Purchaser with written notice of an amendment declaring the Plan effective, but in no event later than the closing of title, subject to collection, provided, however, that if this Agreement is entered into after the Plan has been declared effective, Sponsor reserves the right to require both the Initial Deposit and Additional Deposit due and payable upon execution of this Agreement; and

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

3.2 All checks shall represent United States currency, be drawn on or issued by a New York bank that 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 "Law Office of Z. Tan 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 "73 M&C Realty LLC" (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 (as defined in Article 4) 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 (including without limitation, 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).

4 Deposit.

4.1 The law firm of Law Office of Z. Tan PLLC, with an address at 39-07 Prince Street, Suite 3B, Flushing, NY 11354, telephone number (718) 886-6676, shall serve as escrow agent (the "Escrow Agent") for Sponsor and Purchaser. Escrow Agent has designated Susan Zhejun Tan, Esq. and Eric Li, Esq. to serve as signatories on the "Escrow Account", as defined below. 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.

4.2 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 this Purchase Agreement or otherwise concerning the release of the Deposit from escrow.

4.3 The Escrow Agent has established the escrow account at Signature Bank, 900 Stewart Avenue Suite 302, Garden City, NY 11530 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 73 Woodside Manor Escrow Account ("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.

4.4 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 Law Office of Z. Tan PLLC, as Escrow Agent.

4.5 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.

4.6 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.

4.7 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 the 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 Purchase Agreement.

4.8 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, 120 Broadway, 23rd Floor, New York, N.Y. 10271. 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.

4.9 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.

4.10 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.

4.11 The Escrow Agent shall release the Deposit if so directed:

(a) Pursuant to terms and conditions set forth in the Purchase Agreement in Section 4 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 4.11 (a-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 4.11 (a) through 4.11 (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.

4.12 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 acceptance 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.

4.13 Any provision of 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.

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

4.15 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).

4.16 Escrow Agent may rely upon any paper or 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 or presented by the proper party or parties and shall have no liability or responsibility with respect to the form, execution, or validity thereof.

4.17 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.

4.18 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.

4.19 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.

4.20 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 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 attorneys' fees either paid to retain attorneys or representing the hourly billing rates with respect to legal services rendered by Escrow Agent to itself.

5 Closing Date and Place.

5.1 The closing of title shall be held at the offices of Law Office of Z. Tan PLLC, 39-07 Prince Street, Suite 3B, Flushing, NY 11354 (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 for a closing, once set, for more than twelve (12) months in the aggregate without the consent of Purchaser). 5.2 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.

6 Delivery of Deed and Power of Attorney.

6.1 At the closing of title, Sponsor shall deliver to Purchaser a bargain and sale deed

with covenants against grantor's acts conveying fee simple title to the Unit to Purchaser, which deed shall be in substantially the form contained in Part II of the Plan, and Sponsor and Purchaser shall execute the deed and have the same acknowledged, in form for recording.

6.2 At the closing of title, Purchaser shall execute and acknowledge a power of attorney to the Board, prepared by Sponsor and in substantially the form contained in Part II of the Plan.

6.3 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).

6.4 Sponsor shall deliver to Purchaser a certification stating that Sponsor is not a foreign person in the form then required by the Internal Revenue Service and each party shall execute, acknowledge and deliver to the other party such instruments, and take such other actions, as such other party may reasonably request in order to comply with Internal Revenue Code §6045(e), as amended, or any successor provision or any regulations promulgated pursuant thereto, insofar as the same requires reporting of information in respect of real estate transactions.

7 State of Title.

7.1 At the closing of title, Sponsor shall convey to Purchaser fee simple title to the Unit, free and clear of all encumbrances, subject only to the Permitted Exceptions contained in the Plan. 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 Purchaser's title insurance 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 insurance company referenced in Part I of the Plan would be willing to do so at its regular rates and without additional premium.

7.2 Sponsor shall be entitled to adjourn the closing to remove or correct any defect in title which is not set forth in the Permitted Exceptions. 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.

7.3 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 that 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 Article 7.3 shall survive the closing of title.

8 Closing Adjustments.

8.1 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) accrued fees and any other charges pursuant to an interim license or use and occupancy agreement, if any, covering the Unit.

8.2 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 and shall not be considered a defect in title; 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 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. In addition, if separate assessments have not been made prior to the closing of title, the Board of Managers will collect from Purchaser at Closing and will place in escrow an amount equal to the Unit Owner's estimated proportionate share of the real estate taxes, if any, projected to be due for the entire Property for the half of the tax year next commencing after the Closing of said Unit (i.e., for either the first half or second half, depending on when the Unit closes).

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

8.4 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 7 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) the apportionment of those items set forth in this Article 8 shall be: (i) made as of the originally established closing date rather than as of the date the closing actually occurs, (ii) an amount equal to 0.04%, which is 14.6% per annum, (or such lower rate per day which is the legal limit of 16% per annum, if 0.04% per day exceeds the legal limit) of the Purchase Price for each day starting from (and including) the originally scheduled Closing Date to (and including) the day before the actual Closing Date); and (iii) Purchase shall pay Sponsor's counsel $250.00 for each adjournment. Nothing herein shall be construed to mean that the Sponsor must grant an adjournment of title when requested to do so. If, through no fault of Purchaser, Sponsor postpones the originally scheduled Closing Date,

these provisions shall apply to the rescheduled Closing Date if Purchaser fails for any reason to close title to the Unit on the rescheduled Closing Date.

8.5 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.

8.6 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.

9 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 wire transfer, or by official bank check, drawn 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:

9.1 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.

9.2 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.

9.3 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;

(b) a mortgage recording tax in the amount provided for by law;

(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), if applicable. In this regard, Purchaser further agrees that if requested by Sponsor, Purchaser shall fully cooperate with Sponsor in all respects in connection with the severance and assignment of a portion of the mortgage indebtedness encumbering the Property (the "Existing Indebtedness") in an amount not to exceed Purchaser's loan amount, the assignment of the severed portion to Purchaser's lender and the consolidation of such severed portion of the Existing Indebtedness with Purchaser's mortgage. Purchaser shall use all reasonable efforts to cause Purchaser's lender to accept assignment of such severed portion of the Existing

Indebtedness and the consolidation thereof with Purchaser's mortgage. At the Closing, Purchaser shall reimburse Seller for the full amount of the mortgage recording tax savings resulting from such severance and assignment;

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

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

9.4 Purchaser will be required to pay the amount of $2,000.00 to Law Office of Z. Tan 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. 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 the Counties of Queens and Nassau in New York State, provided that Purchaser shall pay Sponsor's counsel a travel fee of $500.00 and an additional $500.00 if the Closing is held outside the Counties of Queens and Nassau in New York State. 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 $500.00, shall be payable by Purchaser to Sponsor's counsel, for preparation of an assignment agreement. If Purchaser shall obtain mortgage financing, then Purchaser shall pay an additional fee of $500 to Sponsor's counsel to defray the additional costs associated therewith. Purchaser shall pay a fee to Sponsor's Counsel of $150 for the preparation of ACRIS transfer documents required by the City of New York. 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. In the event Purchaser is in default hereunder and Sponsor requests its counsel to send a default letter, Purchaser shall be obligated to pay $250.00 to Sponsor's counsel.

9.5 Purchaser shall make a contribution to the Working Capital Fund of the Condominium, payable to the Board, in the sum of two months common charges then in effect for the Unit, as the same may be amended from time to time.

9.6 Purchaser shall pay to the Board the Common Charges for the Unit for the first full month following the month in which title closes.

9.7 While the State Transfer Tax and Real Property Tax are the statutory obligation of Sponsor (in its role as seller), this obligation has been transferred to the Purchasers under the terms of this Plan. Purchasers shall be responsible (as is customary in Condominium offerings) for the payment at closing of all New York City Real Property Transfer Taxes and New York State Real Estate Transfer Taxes. For purposes of calculating the taxes payable, the amounts of such taxes together with any other payments made by a Purchaser with respect to any obligations of Sponsor will be excluded in the consideration subject to such tax. Purchasers shall also be obligated to pay the so-called "Mansion Tax," currently (as of the filing of this Plan) one percent (1%) of the total consideration paid when such consideration is $1,000,000.00 or more but is less than $2,000,000.00. None of the

Residential Units offered to sell having a price of more than $2,000,000. Sponsor makes no representation regarding the calculation of the Mansion Tax or of the "consideration" upon which the New York State taxing authorities may base the Mansion Tax and shall have no liability with respect thereto. Purchasers should consult with their own counsel and/or tax advisors. See the Section of the Plan entitled UNIT CLOSING COSTS AND ADJUSTMENTS and ARTICLE 9.7 of FORM PURCHASE AGREEMENT.

9.8 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, reputable overnight courier 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 or the dishonor of any check given by Purchaser to Sponsor; or

(ii). the failure to pay, perform or observe any of Purchaser's other obligations hereunder; or

(iii). if Purchaser is or becomes the tenant of record of the Unit, Purchaser's failure to pay rent or to otherwise comply with Purchaser's lease or tenancy obligations; or

(iv). if Purchaser is or becomes the tenant of record of the Unit and Purchaser vacates or abandons 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 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 written 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 terminate this Agreement. If Sponsor so elects to terminate, this Agreement shall be deemed terminated, and Sponsor shall have the right to retain, as and for liquidated damages, the Deposit (and any interest earned of the Deposit, if any) plus the costs incurred by Sponsor for any special work, if any, in the Unit ordered by the Purchaser. Upon the termination 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 for 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, if any) 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. The payment of the Deposit (including all interest, if any) as liquidated damages is not intended to be a forfeiture or penalty, but is intended to constitute liquidated damages to Sponsor.

(d) NEITHER SPONSOR 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. THE ATTORNEY GENERAL OF THE STATE OF NEW YORK STRONGLY URGES YOU TO READ THIS OFFERING PLAN CAREFULLY AND TO CONSULT WITH AN ATTORNEY BEFORE SIGNING AN AGREEMENT TO PURCHASE A CONDOMINIUM UNIT.

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 thirty (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 described in clause (a) above, i.e., to acquire title subject to such inability.

15 Fixtures, Appliances and Personal Property. Only those fixtures, appliances and items of personal property that 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 final Certificate of Occupancy for the Building shall be deemed presumptive evidence that the Building and the Unit have been fully completed in accordance with the Plan and the Plans and Specifications. However, nothing herein contained shall excuse Sponsor from its obligation to correct any defects in construction in accordance with the conditions set forth in the 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 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 If the First Unit Closing is delayed twelve (12) months or more from the date that Sponsor projects the First Unit Closing to occur as set forth in the Plan, then Purchaser will be offered a right to rescind the Purchaser Agreement. 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 which 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 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 shall attend such inspection, shall carefully inspect the Unit, and shall complete, date and sign the Inspection Statement (in a form similar to the form set forth as Schedule A 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 as is. However, nothing herein shall relieve Sponsor of its obligations as set forth in "Rights and Obligations of Sponsor" in the Plan.

18 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:

18.1 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 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.

18.2 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, to notify the Purchaser within sixty (60) days of the damage to the Unit, 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. If a Purchaser takes possession of a Unit prior to closing title, i.e., via an interim lease, he or she will assume the risk of loss and the obligation to repair the damage not covered under insurance already in place; therefore it is advisable that Purchaser obtain casualty insurance at such time. An interim lessee assumes the risk of loss for the property that is not covered by the insurance for the Unit.

19 Prohibition Against Advertising. Purchaser hereby covenants and agrees that it shall not list the Unit for sale, resale or lease with any broker or otherwise advertise, promote, or publicize the availability of the Unit for sale, resale or lease prior to the closing of title and for one (1) year thereafter. 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.

20 Broker. Purchaser represents to Sponsor that _____ (collectively, the "Broker") are the only broker(s) or sales agent(s) with whom Purchaser has dealt in connection with this transaction, and Sponsor agrees to pay the commission earned by the Broker pursuant to a separate agreement. Purchaser agrees that should any claim be made against Sponsor for commissions by any broker, other than the Broker, on account of any acts of Purchaser or Purchaser's representatives, Purchaser will indemnify and hold Sponsor free and harmless from and against any and all liabilities and expenses in connection therewith, but not limited to, reasonable legal fees and disbursements. The provisions of this Article 22 shall survive the closing of title and are not made for the benefit of any third parties.

21 Agreement May Not Be Assigned.

21.1 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 above, and shall be voidable at the option of Sponsor.

21.2 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.

21.3 If 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 consented to 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 consented to by Sponsor (it 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 $500.00 ("Assignment Fee") made payable to Law Office of Z. Tan 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 terminate 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.

21.4 Notwithstanding the provisions of Article 23.1 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 Article 23.3 above, including without limitation the provisions relating to the Assignment Fee. For purposes of this Article 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.

21.5 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.

22 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's right to collect such information shall terminate upon the earlier of the closing of title to the Unit or termination of the Agreement. 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 grounds proscribed by law.

23 Notices.

23.1 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 with a copy to Purchaser's Attorney at the following address: _____; and to Sponsor, at: 73 M&C Realty LLC, 42-45 77th Avenue, Elmhurst, New York 11373 with a copy sent simultaneously and in like manner to Sponsor's Attorney, at: Law Office of Z. Tan PLLC, 39-07 Prince Street, Suite 3B, Flushing, New York 11354. Either party may hereafter designate to the other in writing a change in the address to which notices are to be sent. Notwithstanding the foregoing, any mailing of an amendment to the Plan shall be delivered via regular mail. 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.

23.2 Sponsor hereby designates and empowers both Selling Agent and Sponsor's counsel Law Office of Z. Tan 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. Purchaser hereby designates Purchaser's Attorney as Purchaser's agent to give any notice to Sponsor hereunder in Purchaser's name.

24 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.

25 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.

26 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.

27 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.

28 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.

29 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.

30 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.

31 Purchaser's Representations.

31.1 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.

31.2 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.

31.3 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.

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

32 Agreement Not Contingent Upon Financing.

The terms and provisions of this Agreement and Purchaser's obligations hereunder are not contingent upon Purchaser securing financing of the Purchase Price (or any portion thereof) stated in Section 2 of this Agreement, and Purchaser understands and agrees that Purchaser's failure to obtain such financing will not relieve Purchaser of Purchaser's obligations hereunder. Purchaser further understands and agrees that if Purchaser chooses to finance Purchaser's purchase of the Unit through a lending institution and obtain a commitment therefrom, neither a subsequent change in the terms of such commitment, the expiration or other termination of such commitment, nor any change in Purchaser's financial status or condition shall release or relieve Purchaser of Purchaser's obligations pursuant to this Agreement.

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, unless Sponsor does not prevail. 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, County of Queens or the federal courts sitting in New York, County of Queens: (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 37.

35.5 Nothing in this Article 37 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 37 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 hereby designates a duly authorized and lawful agent to receive process for and on behalf of the 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. 4303, 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 Mold. Purchasers are advised that the prevention of the growth of mold in a Unit is the responsibility of each Unit Owner. Construction is not, and cannot be, designed to exclude mold spores. Whether a Unit Owner experiences mold growth depends largely on how such Unit Owner manages and maintains his/her Unit. Unit Owners will need to take actions to prevent conditions which cause the mold or mildew, and it is the responsibility of each Unit Owner to ensure that he/she has taken the necessary precautions to prevent mold from becoming a problem in such Unit Owner's Unit. Sponsor will not be liable for and Purchaser hereby waives any claim for any actual, special, incidental or consequential damages based on any legal theory whatsoever, including, but not limited to, strict liability, breach of express or implied warranty, negligence or any other legal theory with respect to the presence and/or existence of molds, mildew and/or microscopic spores unless caused by the gross negligence or willful misconduct of Sponsor. The provisions of this Article shall survive closing of title.

37 No Representations. Purchaser acknowledges that Purchaser has not relied upon any architect's plans, sales plans, selling brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever, whether written or oral, made by Sponsor, Selling Agent or otherwise, including, but not limited to, any relating to the description or physical condition of the Property, the Building or the Unit, or the size or the dimensions of the Unit or the rooms therein contained or any other physical characteristics thereof, the services to be provided to Unit Owners, the estimated Common Charges allocable to the Unit, the estimated real estate taxes of the Unit, the ability to rent the Unit and/or the rental income therefore, the right to any income tax deduction for any real estate taxes or mortgage interest paid by Purchaser, or any other data, except as herein or in the Plan specifically represented; Purchaser has relied solely on his or her own judgment and investigation in deciding to enter into this Agreement and purchase the Unit. No person has been authorized to make any representations on behalf of Sponsor. No oral representations or statements shall be considered a part of this Agreement. Purchaser agrees (a) to purchase the Unit, without offset or any claim against, or liability of, Sponsor, whether or not any layout or dimension of the Unit or any part thereof, or of the Common Elements, as shown on the Floor Plans on file in Sponsor's office and filed in the City

Register's Office, is accurate or correct, and (b) that Purchaser shall not be relieved of any of Purchaser's obligations hereunder by reason of any immaterial or insubstantial inaccuracy or error. The provisions of this paragraph shall survive the closing of title or the termination of this Agreement.

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 (or any such Rider(s)) may be executed in any number of counterparts, including but not limited to any signature conveyed through electronic mail transmission ("PDF") and/ or facsimile transmission, any one of which shall be deemed to be an original and all of which shall constitute one and the same document. When counterparts have been executed by all parties, they shall have the same effect as if the signatures to each counterpart were upon the same documents and shall be deemed valid as originals. A PDF or facsimile signature on this Agreement (or any such Rider(s)) shall be acceptable and be deemed binding.

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

44 Limited Warranty. THE HOUSING MERCHANT IMPLIED WARRANTY (ARTICLE 36-B OF THE GENERAL BUSINESS LAW OF THE STATE OF NEW YORK) OTHERWISE APPLICABLE TO THIS UNIT HAS BEEN LIMITED BY THE SPONSOR TO THE TERMS OF THE LIMITED WARRANTY ANNEXED HERETO AS EXHIBIT C. NO DISCLAIMER OR LIMITATION OF LIABILITY ON SPONSOR'S PART SHALL APPLY TO SPONSOR'S OBLIGATIONS UNDER ALL APPLICABLE STATUTES, LAWS AND REGULATIONS AND SPONSOR'S OBLIGATIONS UNDER THE PLAN.

The Sponsor's obligation, regardless of any limitations in the warranty, is to construct the Building and the Unit in accordance with all applicable laws, codes, plans and specifications, and in accordance with all representations and obligations set forth in the Plan.

45 Smoking Policy. Purchaser acknowledges and accepts the following smoking policy ("Smoking Policy") for the Condominium, which is incorporated in the By-Laws at Section 7.15 in accordance with and as required by §17-506.1 of the Administrative Code of the City of New York: "No Person may carry or smoke any kind of lighted pipe, cigar, cigarette, tobacco, or any other lighted smoking apparatus, equipment or product, including but not limited to electronic cigarettes (collectively, "Smoking Apparatus") in any of the indoor common areas of the Building at any time. Though smoking shall be permitted in any outdoor common areas of the Building, such as any common roof terrace or common courtyard, and in any Residential Unit or Residential Limited Common Element appurtenant thereto, including a private balcony, terrace, and/or garden, no Person may smoke or otherwise use any Smoking Apparatus in any outdoor common areas of the Building or in any Residential Unit or Residential Limited Common Element appurtenant thereto in a manner which results in smoke odors becoming a nuisance or source of annoyance to any other resident of the Condominium." Sponsor makes no representations or guarantees as to whether the Smoking Policy will be amended at any time. If the Smoking Policy is amended for any reason, Purchaser waives any right of rescission and/or claim that Purchaser may have against Sponsor or its principals and affiliates arising out of or relating to the amended Smoking Policy. Furthermore, Purchaser agrees that it shall not be entitled to a credit, offset, or reduction in the Purchase Price by virtue thereof. This paragraph shall survive the Closing.

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

[THE REST OF THE PAGE IS INTENTIONALLY LEFT BLANK]

SPONSOR:
73 M&C Realty LLC.

By: _____
Name:
Title:

PURCHASER:

By: _____

By: _____

WITH RESPECT TO PARAGRAPH 4:
ESCROW AGENT:

By: _____

Purchaser acknowledges receipt

of Offering Plan [and amendments]

on _____, 202__

Initials of Purchaser(s):

_____

SCHEDULE A
INSPECTION STATEMENT

73 M&C Realty Llc
42-45 77th Street
Elmhurst, New York 11373
Re: Unit No.___
The 73 Woodside Manor Condominium

Gentlemen:

As a result of my/our final inspection, please be advised I/we found all items in good condition, free of chips, mars, breaks or other defects, except as noted below:

1. Exceptions
2. Items Initials if any
3. Windows, window frames
4. Electric fixtures & globes
5. Interior painted surfaces
6. Sinks, tubs, bowls & shower doors & trim
7. Kitchen cabinets & counter tops
8. Vanity tops & base
9. Medicine cabinets, doors & mirror
10. Hardware
11. Flooring
12. 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

_____

SPONSOR'S REPRESENTATIVE

_____

Schedule B
Limited Warranty

NAME OF PURCHASERS:	_____
ADDRESS OF PURCHASERS:	_____
	_____
ADDRESS OF UNIT WARRANTED:	73 Woodside Manor Condominium, Unit ____
WARRANTY DATE:	Woodside, NY 11377
NAME OF SPONSOR:	73 M&C Realty LLC
ADDRESS OF SPONSOR:	42-45 77th Street New York, NY 12373
SPONSOR'S LIMIT OF TOTAL LIABILITY:	75% of the Purchase Price

This Limited Warranty excludes all consequential and incidental damages, except as required by the law of the State of New York.

1. To Whom Given. This Limited Warranty is extended to Purchaser named on page 1, while Purchaser owns the Unit. It does not extend to subsequent owners of the Unit or other persons.

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

3. Final Inspection of the Unit. Before Purchaser moves into the Unit or accepts the deed, Sponsor will set up an appointment for final inspection of the Unit with Purchaser. The purpose of this final inspection is to discover any defects or flaws of a visible or obvious nature, such as mars, chips, dents, cracks, or scratches, that may have occurred during the final stages of finishing the Unit, or any unfinished work caused by back-orders beyond Sponsor's control. The Sponsor may also point out other defects known to have occurred during the construction process and that remain uncorrected at the time of the inspection.

All defects or flaws found on final inspection of the Unit will be itemized on an Inspection Statement, which will include a schedule for each item that will be corrected. The Inspection Statement will be signed by Purchasers before occupancy of the Unit or transfer of the deed.

When Purchaser moves into the Unit or accepts the deed, Sponsor's responsibility is limited to:

(a) completion of items shown on the Inspection Statement, as provided in the Inspection Statement, and
(b) performance of warranty obligations under the provisions of this Limited Warranty, as listed below.

The purpose of the Limited Warranty is to identify Sponsor's responsibilities for construction defects of a latent or hidden kind that would have been found or disclosed on the final inspection of the Unit.

4. Limited Warranty. This Limited Warranty excludes all other warranties on the construction and sale of the Unit and its components, both express and implied. There are no warranties, which extend beyond the face hereof.

5. Warranty Coverages and Periods. The Warranty Period for all coverages begins on the Warranty Date shown on page 1. This Warranty Date is the date that Purchaser or member of Purchaser's family takes title to the Unit or any person begins residential occupancy of the Unit, whichever date is earlier. It ends at the expiration of the coverages shown below:

FIRST YEAR BASIC COVERAGE: For one year from the Warranty Date, the Unit will be free from latent defects that constitute:

(a) defective workmanship performed by Sponsor, an agent of Sponsor or subcontractor of Sponsor;
(b) defective materials provided by Sponsor, an agent of Sponsor or subcontractor of Sponsor; or
(c) defective design, provided by an architect, landscape architect, engineer, surveyor, or other design professional engaged solely by Sponsor.

Workmanship, materials, and design will be considered to be defective if they fail to meet or exceed the relevant standards and specifications of the Building Code of the City of New York.

TWO YEAR MAJOR SYSTEM COVERAGE: For two years from the Warranty Date, the Plumbing, Electrical, Heating, Cooling and Ventilation Systems of the Unit which have been installed by Sponsor are warranted to be free from latent defects that constitute defective installation by Sponsor.

Installation will be considered to be defective if Sponsor's workmanship upon the installation fails to meet the relevant standards and specifications of the Building Code of the City of New York or if it fails to meet the accepted standards, if any.

The Plumbing System means: gas supply lines and fittings; water supply, waste and vent pipes and their fittings; water, gas and sewer service piping, and their extensions to the tie-in of a public utility connection.

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

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

All systems are exclusive of appliances, fixtures and items of equipment.

SIX YEAR MAJOR STRUCTURAL DEFECT COVERAGE: For six years from the Warranty Date, the Unit will be free from latent defects that are Major Structural Defects, as defined below, and that constitute:

(a) defective workmanship performed by Sponsor, an agent of Sponsor or subcontractor of Sponsor;
(b) defective materials provided by Sponsor, an agent of Sponsor or subcontractor of Sponsor; or
(c) defective design, provided by an architect, landscape architect, engineer, surveyor, or other design professional engaged solely by Sponsor.

Workmanship, materials, and design will be considered to be defective if they fail to meet the relevant standards and specifications of the Building Code of the City of New York or if they fail to meet the accepted standards, if any.

A Major Structural Defect is a defect resulting in actual physical damage to the following load-bearing portions of the Unit caused by 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 following non-load bearing portions of the Unit do not constitute a Material Defect for the Material Defect coverage: roofing and sheathing; drywall and plaster; exterior siding; brick, stone and stucco veneer; floor covering material; wall tile and other wall coverings; non-load bearing walls and partitions; concrete floors in attached garages and basements that are built separately from foundation walls or other structural elements of the Unit; electrical, plumbing, heating, cooling and ventilation systems; appliances, fixtures and items of equipment; paint; doors and windows; trim; cabinets; hardware; insulation.

6. Exclusions from All Coverages. The following are excluded from the Basic Coverage, Major System Coverage, and Major Structural Defect Coverage:

(a) Loss or damage caused by workmanship performed by any person other than (i) Sponsor, (ii) an agent of Sponsor, or (iii) a subcontractor of Sponsor.

(b) Loss or damage caused by defective materials supplied by any person other than (i) Sponsor, (ii) an agent of Sponsor, or (iii) a subcontractor of Sponsor.

(c) Loss or damage caused by defective design provided by any person other than a design professional retained exclusively by Sponsor.

(d) Patent defects including defects shown on the Inspection Statement and defects, which an examination of the Unit prior to acceptance of the deed or occupancy of the Unit ought to have revealed.

(e) Defects in outbuildings including but not limited to detached garages and detached carports (except outbuildings which contain the plumbing, electrical, heating, cooling or ventilation systems serving the Unit); site located swimming pools and other recreational facilities; driveways; walkways; patios; boundary walls; retaining walls; bulkheads; fences; landscaping (including sodding, seeding, shrubs, trees and plantings); off-site improvements or any other improvements not a part of the Unit itself.

(f) After the first year Basic Coverage, concrete floors of basements and concrete floors of attached garages that are built separately from foundation walls or other structural elements of the Unit.

(g) Damage to real property, which is not part of the Unit covered by this Limited Warranty, and which is not included in the purchase price of the Unit.

(h) Any damage to the extent that it is caused or made worse by:

  (i) negligence, improper maintenance, or improper operation by anyone other than Sponsor, an agent of Sponsor or a subcontractor of Sponsor; or

  (ii) failure by Purchaser or anyone other than Sponsor, an agent of Sponsor or a subcontractor of Sponsor, to comply with the warranty requirements of manufacturers or suppliers of appliances, fixtures or items of equipment; or

  (iii) failure of Purchaser to give notice to Sponsor of any defects or damage within a reasonable time; or

  (iv) changes in the grading of the ground by anyone other than Sponsor, its employees, agents or subcontractors; or

(v) changes, alterations or additions made to the Unit by anyone after the Warranty Date shown on page 1; or

(vi) dampness or condensation due to failure of Purchaser or occupant to maintain adequate ventilation.

(i) Any condition, which does not result in actual physical damage to the Unit.

(j) Loss or damage caused by or resulting from accidents, riot and civil commotion, fire, explosion, smoke, water escape, falling objects, aircraft, vehicles, Acts of God, lightning, windstorm, hail, flood, mud-slide, earthquake, volcanic eruption, wind-driven water, and not reasonably foreseeable changes in the underground water table.

(k) Loss or damage caused by seepage of water unless such loss or damage is the direct result of a construction defect.

(l) Any damage caused by soil movement for which compensation is provided by legislation or which is covered by other insurance.

(m) Any damage which the Unit owner has not taken timely action to minimize.

(n) Normal wear and tear and normal deterioration.

(o) Insect damage.

(p) Bodily injury or damage to personal property.

(q) Failure of Sponsor to complete construction of the Unit.

(r) Loss or damage, which arises while the Unit is being used primarily for nonresidential purposes.

(s) Loss or damage due to abnormal loading on floors by the Unit Owner, which exceeds design loads as mandated by the Building Code of the City of New York;

(t) Costs of shelter, transportation, food, moving, storage or other incidental expenses related to relocation during repair.

(u) All consequential and incidental damages, except as required by the law of the State of New York.

7. Warranty.

If a defect occurs in an item covered by this Limited Warranty, Sponsor will repair, replace or pay Purchaser the reasonable cost of repairing or replacing the defective items within a reasonable time after Sponsor's inspection or testing discloses the problem. The choice among repair, replacement or payment is solely that of Sponsor.

In no event will Sponsor's total liability for deficiencies under this Limited Warranty exceed Sponsor's Limit of Total Liability, shown on page 1.

Repair, replacement or payment of reasonable cost for any Major Structural Defect is further limited to:

(1) the repair of damage to the load-bearing portions of the Unit themselves which is necessary to restore their load-bearing function; and

(2) the repair of those items of the Unit damaged by the Major Structural Defect which made the Unit unsafe, unsanitary or otherwise unlivable.

When Sponsor finishes repairing or replacing the defect or pays the reasonable cost of doing so, a full release of all legal obligations with respect to the defect must be signed and delivered to Sponsor.

8. Step by Step Claims Procedures.

(a) Written notice of any warranty claim must be made on the attached ``Notice of Warranty Claim Form" and must be received by Sponsor, identified on page 1, no later than the first business day after warranty coverage on that item expires. If this Notice of Warranty Claim Form is not properly completed and received by Sponsor by that deadline, Sponsor will have no duty to respond to any complaint or demand, and any or all claims may be rejected. NOTICE OF WARRANTY CLAIM IS NECESSARY TO PROTECT RIGHTS TO WARRANTY PERFORMANCE UNDER THIS LIMITED WARRANTY.

(b) 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. The Sponsor's response to any complaint or request, other than a timely and properly completed Notice of Warranty Claim, will not impair, prejudice or otherwise affect any right of Sponsor, including but not limited to Sponsor's right to receive a timely and properly completed Notice of Warranty Claim.

(c) In response to a Notice of Warranty Claim, 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. The Purchaser and occupants of the Unit must provide reasonable access to Sponsor and Sponsor's agents during normal business hours to complete inspection, testing and repair or replacement.

(d) The Sponsor will complete inspection and testing within a reasonable time under the circumstances, not to exceed 30 days 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 the claimant at the address shown on the Notice of 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 the claimant at the address shown on the Notice of Claim Form. The 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 necessarily are subject to weather conditions, Acts of God, availability of materials, and other events beyond Sponsor's control.

9. Legal Actions.

(a) No claim or cause of action under this Limited Warranty may be commenced or asserted in any suit, action, or other legal proceeding against Sponsor in any Court or forum unless notice of the claim or cause of action has been received by Sponsor in a timely and properly completed Notice of Warranty Claim Form as provided in paragraph 8 above.

(b) No suit, action and proceeding against Sponsor under this Limited Warranty may be commenced in any Court or forum after the later of: (i) the date of expiration of the applicable warranty coverage under paragraph 5 of this Limited Warranty, or (ii) 60 calendar days after the Warrantor has given written notice of rejection of claim or completion of corrective action as provided in clause 8(d) above.

10. General Provisions.

(a) This Limited Warranty may not be changed or amended in any way.

(b) This Limited Warranty is to be binding upon Sponsor and Purchaser, their heirs, executives, administrators, successors and assigns.

(c) Should any provision of the Limited Warranty be deemed unenforceable by a court of competent jurisdiction, the determination will not affect the enforceability of the remaining provisions.

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

(e) This Limited Warranty is to be governed in accordance with the laws of the State of New York.

Signatures of Sponsor and Purchaser are optional, as they will have signed the contract of sale, and the warranty will be incorporated in the contract.

Notice of Warranty Claim Form

Dear Unit Owner:

To ask Sponsor to correct defects in your Unit that you think are covered by the Limited Warranty of Sponsor, you must complete this form and deliver it to Sponsor. This is necessary to protect your rights to guarantee performance under the Limited Warranty. Even if you believe that Sponsor is aware of the problem, fill out this form and deliver it to Sponsor.

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

NAME OF PURCHASERS: _____

ADDRESS OF PURCHASERS: _____

ADDRESS OF UNIT WARRANTED: 73 Woodside Manor Condominium, Unit ___, Woodside, NY 11373

WARRANTY DATE: _____

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

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____
Purchaser

_____
Purchaser

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FORM OF POWER OF ATTORNEY

The undersigned, _____ the Owner of Unit ____ in the building complex known as the 73 Woodside Manor, located at 73-02 Woodside Avenue, Woodside, New York as designated and described in the Declaration establishing The 73 Woodside Manor Condominium, dated _____, 20___ and recorded in the Office of the Registrar of the City of New York, New York County on _____20___, in CRFN# _____ on the floor plans filed in the Real Property Assessment Department of the City of New York as Condominium Plan No. _____ (the "Condominium") do hereby irrevocably nominate, constitute and appoint the Board of Managers of the Condominium, and their successors, jointly, true and lawful attorneys-in-fact of the undersigned, with a power coupled with an interest, with power of substitution (1) to acquire, in their own names as members of the Board of Managers or in the name of their designee, corporate or otherwise by deed, on behalf of all owners of Condominium Units in said Condominium property, in accordance with their respective Common Interests, (a) any Unit whose owner desires to sell the same, the undivided interest in the Common Elements appurtenant thereto, the interest of such Unit theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or in the proceeds of sale or lease thereof, if any, and the interest of such Unit Owner in all other assets of the Condominium (hereinafter collectively called the "Appurtenant Interests"), or (b) any Unit which shall be the subject of a foreclosure or other judicial sale or whose owner desires to surrender or abandon same in accordance with the By-Laws, or (2) to lease any Unit whose Owner desires to rent the same, at such prices or at such rental, as the case may be, and on such other terms, and conditions as said attorneys-in-fact shall, in their sole discretion deem proper, and (3) thereafter to convey, sell, lease, sublease, mortgage, vote, or otherwise deal with any such Unit so acquired by them, on such terms and conditions as said attorneys-in-fact in their sole discretion determine, granting to said attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present, and (4) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Condominium which the Board of Managers of the Condominium deems necessary or appropriate to comply with the Declaration of Condominium, or any law, ordinance or 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 maintenance, demolition, construction, alteration, repair or restoration of the Condominium or (b) any consent, covenant, restriction, easement or declaration or any amendment thereto affecting the Condominium or the Common Elements that the Board of Managers deems necessary or appropriate, provided such change is consistent with the Condominium Act. The acts of a majority of such persons shall constitute the acts of said attorneys-in-fact. I (We) do hereby further irrevocably nominate, constitute and appoint 73 M&C Realty LLC ("Sponsor"), having an address 42-45 77th Street, Elmhurst, New York, 11373, as attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, to amend from time to time such Declaration, By-Laws and the Rules and Regulations of such Condominium, or any of such documents, when such amendment will be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interests of the affected Unsold Units resulting therefrom made by Sponsor or its designee in accordance with Article 30 of the Declaration, or

otherwise to evidence or enforce a right granted to Sponsor or its designee under the Plan, Declaration and By-Laws. The terms, covenants and conditions contained in, and the powers granted pursuant to, this paragraph will remain in full force and effect until such time as the Sponsor or its designees cease to own any Unit in The 73 Woodside Manor Condominium. Each and any of may act singly as such attorney-in-fact.

IN WITNESS WHEREOF, the undersigned have executed this Power of Attorney as of the ___ day of _____, 20__.

_____

_____

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

On the ____ day of _____ in the year 20__ 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 capacit(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(Notary)

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

On the ____ day of _____ in the year 20__ 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 capacit(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(Notary)

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FORM OF UNIT DEED

THIS INDENTURE, made as of the ____ day of _____, 20___, between 73 M&C Realty LLC, a New York limited liability company, having an office at 42-45 77th Street, Elmhurst, New York 11373 (hereinafter referred to as the "Grantor"), and _____, having an address _____ (hereinafter referred to as the "Grantee").

W I T N E S S ET H:
That the Grantor, in consideration of _____ ($_____) Dollars and other good and valuable consideration paid by the Grantee, does hereby grant and release unto the Grantee, and the heirs or successors and assigns of the Grantee, forever:

The Condominium Unit known as Unit No. ___ together with a _____% undivided interest in the common elements of The 73 Woodside Manor Condominium, also known by the street number 73-02 Woodside Avenue, Queens County, City and State of New York, said Unit being designated and described by the above unit number in the Declaration establishing a plan for condominium ownership of the condominium property under the Condominium Act of the State of New York, as amended (Article 9-B of the Real Property Law of the State of New York) dated _____ and recorded in the office of the Clerk of the County of New York on _____ under CRFN _____, (such declaration and any amendments thereto being referred to hereinafter, collectively, as the "Declaration"). The land on which the building containing the Unit is located is bounded and described as on schedule "A" annexed hereto, said Unit also being designated as Tax Lot _____ in Block 480 on the Tax Map of the Real Property Assessment Department of the City of New York for the Borough of New York and on the Floor Plans of the Building (the "Floor Plans"), certified by _____, on the _____ day of _____, 20___, and filed in with the Real Property Assessment Department of the City of New York on the _____ day of _____, 20___, as Condominium Plan No. _____ and also filed in the City Register's Office, County of New York as Condominium Map No. _____ under CRFN _____.

Together with an undivided _____% interest in the Common Elements (as such term is defined in the Declaration); Together with, and subject to, the rights, obligations, easements, restrictions and other provisions set forth in the Declaration and the By-Laws of The 75 Kenmare Street Condominium, as the same may be amended from time to time (hereinafter referred to as the "By-Laws"), all of which shall constitute covenants running with the Land and shall bind the person having at any time any interest or estate in the Unit, as though recited and stipulated at length herein;

Subject also to such other liens, agreements, covenants, easements, restrictions, consents and other matters of record as pertain to the Unit, to the Land and/or to the Building (which Land and Building are hereinafter collectively referred to as the "Property");

To have and to hold the same unto the Grantee, and the heirs or successors and assigns of the Grantee, forever.

If any provision of the Declaration or the By-Laws is invalid under, or would cause the Declaration or the By-Laws to be insufficient to submit the Property to the provisions of the Condominium Act, or if any provision that is necessary to cause the Declaration and the By-Laws to be sufficient to submit the Property to the provisions of the Condominium Act is missing from the Declaration or the By-Laws, or if the Declaration and the By-Laws are insufficient to submit the Property to the provisions of the Condominium Act, the applicable provisions of Article 16 of the Declaration shall control.

Except as otherwise specifically permitted by the Condominium's Board of Managers (as such term is defined in the Declaration) the Unit being transferred is intended for use as permitted in the Declaration.

The Grantor covenants that the Grantor has not done or suffered anything whereby the Unit has been encumbered in any way whatever, except as set forth in the Declaration and the By-Laws (any Rules and Regulations adopted under the By-Laws).

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

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

This conveyance is made in the regular course of business actually conducted by the Grantor.

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

[SIGNATURES FOLLOW ON NEXT PAGE]

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

Grantor:

73 M&C REALTY LLC

By: _____
Name:
Title:

Grantee:

_____
(Print Name)

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

On the ____ day of _____ in the year 20__ 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 capacit(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(Notary)

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

On the ____ day of _____ in the year 20__ 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 capacit(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____
(Notary)

SCHEDULE A PROPERTY DESCRIPTION

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FORM OF INTERIM LEASE AGREEMENT

AGREEMENT made this ____ day of _____, 20___ between 73 M&C Realty LLC, having an office at 42-45 77th Street, Elmhurst, NY 11373 (hereinafter SPONSOR) and _____whose address is 73-02 Woodside Avenue, Unit # ____ New York, New York 11373 (hereinafter PURCHASER).

WITNESSETH

WHEREAS, SPONSOR is the Sponsor of a condominium conversion of premises located at 73-02 Woodside Avenue, Woodside, NY 11373 and;

WHEREAS, PURCHASER has executed a Purchase Agreement for Unit ____ (the "Apartment") at said premises, and;

WHEREAS, PURCHASER wishes to occupy said Apartment prior to the closing of title;

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 _____, 2022, and terminating as hereinafter specified, PURCHASER shall have the right to use and occupy the aforementioned Apartment.

2) After a free three-week grace period, PURCHASER shall pay a fee for use and occupancy of the Apartment of $_____ per month. 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. PURCHASER has deposited with SPONSOR, and SPONSOR recognizes that PURCHASER has deposited the sum of $_____ representing a deposit under the Purchase Agreement. PURCHASER'S deposit of $_____ shall be applied against the purchase price of the Unit at closing and is subject to forfeiture by PURCHASER in event of his default under the Purchase Agreement. In the event of default, SPONSOR is irrevocably authorized to pay the use and occupancy from such deposit as same becomes due.

3) The use and occupancy fee for the month in which closing occurs shall be adjusted at closing. No portion of the use and occupancy fee will be applied to the purchase price of the apartment. Any unapplied use and occupancy fee shall be refundable to PURCHASER at closing.

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. To the extent that there are any inconsistencies between this Agreement and the Offering Plan, the provisions of the Offering Plan shall control.

5) As of the date of this Agreement, risk of loss to the Apartment and its contents by fire of 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 were the owner of such Apartment.

6) PURCHASER shall pay all utility costs and make any repairs to the apartment for which he would be obligated as owner subject to the terms and provisions of

Paragraph 12. 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 ("Rescission") of the Purchase Agreement by PURCHASER under the Offering Plan;

c. Default by PURCHASER.

9) Upon a non-monetary default by PURCHASER which is not cured within 30 days after notice thereof, or immediately after Rescission of the Purchase Agreement by PURCHASER, PURCHASER'S right to occupy the apartment will terminate, and PURCHASER must vacate the Apartment. PURCHASER agrees to pay SPONSOR $500.00 per day for each day he remains in possession following the periods set forth above. SPONSOR is hereby irrevocably authorized to deduct said per diem sum directly from any amounts being held in escrow pursuant to the Purchase Agreement. Nothing contained herein shall be construed 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 construed 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. Before Sponsor may utilize the default under this Agreement to declare a default under the Purchase Agreement, Sponsor must either obtain an order of eviction or other judgment or order from a court or agency of competent jurisdiction against the PURCHASER unless the PURCHASER has vacated the Unit. Any such default will terminate PURCHASER'S right to use and occupy, and will also terminate PURCHASER'S right to purchase the Apartment, and shall 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, that the condition of title as set forth in the PURCHASER'S title report is acceptable, and that in all respects PURCHASER agrees to accept the Apartment in "as is" condition except for the aforementioned items. As of the date hereof, PURCHASER waives any right whatsoever to cancel the Purchase Agreement, except for a material change in the Offering Plan.

13) Failure to appear for closing within 30 days after delivery to PURCHASER of notice by fax or mail that SPONSOR is prepared to close shall be deemed a default both in this Occupancy Agreement and in the Purchase Agreement entitling SPONSOR to cancel the Purchase Agreement, retain all sums previously paid and remove PURCHASER from the subject apartment, and collect the increased use and occupancy fee set forth in Clause 9 above.

14) PURCHASER agrees that as a term of this Occupancy Agreement to pay a

lease preparation fee in the amount of $500.00 to SPONSOR'S attorney.

15) This Interim Lease shall be of no force and effect if the Construction Lender has not provided its prior written approval to the terms herein (if the Unit remains encumbered by the Construct ion Loan mortgage lien), which consent may be withheld, delayed or conditioned at the sole discretion of the Construction Lender. Sponsor will provide a Purchaser with the construction lender's written consent prior to entering into an Interim Lease. This Interim Lease is subordinate to the Sponsor's Registered Mortgages in all respects."

16) In the event there are any inconsistencies between the Offering Plan and this Interim Lease, the terms of the Offering Plan shall govern.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereunto set their hands this _____ day of _____, 2022.

SPONSOR:
73 M&C Realty LLC

By: _____

PURCHASER:

_____

TAX ESCROW AGREEMENT

AGREEMENT made this ____ day of _____, 20___ by and among 73 M&C Realty LLC (hereinafter referred to as "Sponsor"), the Board of Managers of the 73 Woodside Manor (hereinafter referred to as "Board of Managers") and _____, (hereinafter referred to as "Purchaser").

W I T N E S S E T H:
WHEREAS, Sponsor is the Sponsor of the 73 Woodside Manor located at 73-02 Woodside Avenue, Woodside, New York; and,

WHEREAS, the Board of Managers is charged with governing the operation of said Condominium; and,

WHEREAS, as of the date hereof, Sponsor controls the Board of Managers; and

WHEREAS, the Purchaser is acquiring title to Unit ___ (the "Unit") on the date hereof; and,

WHEREAS, the individual Condominium Units located at the aforementioned property have not been separately assessed for real estate tax purposes prior to the closing of the first Unit located thereat; and,

WHEREAS, the Board of Managers desires to secure the Purchaser's obligation to pay Purchaser's proportionate share of the taxes due for the Unit for the _____ of the _____ tax year in the event that property has not been separately assessed by _____; and,

NOW, THEREFORE, the parties agree as follows:

1. At closing, the Purchaser shall escrow funds with the Sponsor for Purchaser's proportionate share, based on the Unit's percentage of Common Interest, of the Sponsor's real estate tax obligation for the _____ of the _____ tax year (the "Tax Obligation") in the amount of $_____.
2. The Board is irrevocably authorized to pay, and hereby agrees to so pay, Purchaser's proportionate share of such real estate taxes as are assessed against the premises from the escrow account when such taxes are due and payable.
3. In the event that the Purchaser's escrow of the Tax Obligation shall be insufficient to meet the Purchaser's proportionate share of the actual assessed real estate taxes, the Board of Managers shall assess the Purchaser for such shortfall. Purchaser hereby agrees to pay such assessment in accordance with the terms of the Declaration and By-Laws but in no event later then the due date for such real estate tax payment.
4. Upon each subsequent closing of the remaining Units, the Sponsor shall collect the estimated amount of taxes attributable to such Unit for the _____ of the _____ tax year from the purchaser thereof.
5. The escrow shall be kept in a non-interest bearing account.
6. The escrow account shall be maintained in accord with all laws, rules, and regulations of the State of New York, specifically including, but not limited to, the General Business Law; and,

shall be deemed held for the benefit of the condominium.

7. In the event that any sum paid to the Board hereunder shall not be paid toward real estate taxes for any reason, such sum shall be reimbursed to the Purchaser or Sponsor who advanced same.

8. Purchaser shall be entitled to receive any retroactive credit for real estate taxes actually paid by Purchaser (either directly or via payment from the escrow account) from the date of closing until the individual tax lot for the Unit is separately assessed which credit is properly allocated to the Unit. In the event that such retroactive credit is given to the Sponsor, Sponsor shall promptly reimburse the Purchaser in the amount of said credit.

9. Sponsor shall be entitled to receive any retroactive credit for real estate taxes actually paid by Sponsor for any period prior to closing which credit is properly allocated to the Unit. In the event that such retroactive credit is given to the Purchaser, Purchaser shall promptly reimburse the Sponsor in the amount of said credit.

10. In the event that the individual Condominium Units have not been separately assessed for real estate tax purposes on or before _____, the Board will collect an additional escrow from each Unit Owner for the Unit Owner's proportionate share of the amount determined by the Board to be sufficient to pay the outstanding real estate taxes. In such event the Board shall be authorized to pay all outstanding real estate taxes directly to the New York City Department of Finance.

11. The Unit Owner indicated below has executed this Agreement for the purpose of consenting to the terms hereof and to agree to advance to the Board any sums that represent the proportionate share of real estate taxes for his or her Unit until the time when the City of New York actually apportions the tax lots for the individual condominium units.

12. This Agreement may be signed in counterparts and facsimile or other electronic copies of signatures shall be deemed originals for purposes of this Agreement.

[SIGNATURE PAGE FOLLOWS ON NEXT PAGE]

IN WITNESS WHEREOF, the parties set their hands the date above first written.

SPONSOR
73 M&C REALTY LLC

By: _____
Name:
Title:

SPONSOR
FOR THE BOARD OF MANAGERS OF
THE 73 WOODSIDE MANOR

By: _____
Name:
Title:

CONSENT:

_____
PURCHASER

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DECLARATION OF CONDOMINIUM

ESTABLISHING

73 WOODSIDE MANOR CONDOMINIUM

73-02 WOODSIDE AVENUE
WOODSIDE, NEW YORK

DECLARANT: 73 M&C REALTY LLC
43-45 77th Street
Elmhurst, New York 11373

Date

RECORDING INFORMATION: Block: 1353
Lot: 26

County: Queens
State: New York

RECORD AND RETURN TO:

LAW OFFICE OF Z. TAN PLLC
39-07 Prince Street, Suite 3B
Flushing, New York 11354
Attn: Susan Zhejun Tan, Esq.

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DECLARATION OF CONDOMINIUM

73 WOODSIDE MANOR CONDOMINIUM

73-02 WOODSIDE AVENUE

WOODSIDE, NEW YORK

ARTICLE 1

INTRODUCTORY PROVISIONS

Section 1.1 Creation of the Condominium. 73 M&C Realty LLC (hereinafter the "Declarant"), hereby submits the land described on Schedule A hereto (the "Land'), together with all improvements and all rights, privileges and appurtenances thereunto appertaining (the Land, together with all improvements now and hereafter constructed thereon, and all rights, privileges and appurtenances thereto appertaining, are hereinafter referred to collectively as the "Property"), to the provisions of Article 9-B of the NYS Real Property Law (the "Condominium Act").

Section 1.2 Name of Condominium. The name of the condominium project is "73 Woodside Manor Condominium" (hereinafter referred to as the "Condominium").

Section 1.3 Area and Location of Land. The Property is located at 73-02 Woodside Avenue, Woodside, New York.

Section 1.4 Description of Buildings. The building erected on the Land includes one mixed-use structure consisting one (1) cellar level and five (5) construction floors (the "Building"). The Building contains twenty nine (29) Residential Units, three (3) Community Facility Units and twenty three (23) Parking Units. The Building will have bearing shear walls and steel framing with girders and beams built with reinforced CMU exterior masonry walls. The floors including the roof are constructed of metal decking and concrete slab. The Building will have a structure of concrete masonry walls, pre-cast concrete planks floors and steel beams and columns for support. Building exterior wall finishes will be as follows (a) the north front walls of building is constructed of aluminum panels system, (b) the south, west and east exterior walls and bulkhead walls on roof level are constructed of 4" brick veneer, and (c) part of west wall abutting the adjacent 4-story building constructed of 8" load bearing CMU walls.

Section 1.5 Definitions. Unless otherwise defined in this Declaration or in the By-laws of the Condominium annexed hereto as Schedule C, all capitalized terms in the Condominium Instruments shall have the meanings specified for said terms in the Condominium Act. "Attorney General" means the New York State Attorney General, who is the head of the New York State Department of Law.

"**Board of Managers**" or "**Board**" or "**Condominium Board**" means the Board of Managers of the Condominium. "Building" means the portion of the Improvements containing the Units now or hereafter erected on the Land and all alterations and replacements made to such Improvements. "By-laws" means the By-laws of the Condominium, which By-laws are annexed to this Declaration, as such By-laws may be amended from time to time.

"**City Register's Office**" means the New York County Office of the Register of The City of New York.

"**Community Facility Area**" means the Community Facility Units, the Community Facility Common Elements if any, and any Limited Common Elements appurtenant to Community Facility Units, if any.

"**Community Facility Common Elements**" means those Common Elements, if any, located in or servicing exclusively the Community Facility Area, as described in this Declaration.

"**Community Facility Unit**" means the Non-Residential Unit designated as either NR-IA or NR-IB on Schedule B to the Declaration, together with the Common Interest appurtenant to such Unit, if any.

"**Community Facility Units**" means Units CF1, CF2 and CF3 as designated on Schedule B to the Declaration, together with the Common Interest appurtenant to such Unit, if any.

"**Community Facility Unit Owner**" means an Owner of either Unit NR-J A or Unit NR-l B.

"**Community Facility Unit Owners**" means the Owners of Unit NR-I A and Unit NR-J B.

"**Common Charge**s" means the annual assessments payable in monthly installments by Unit Owners for the purpose of meeting Common Expenses. Assessments, both special and otherwise, will be characterized and treated as Common Charges of the Unit Owner to whom assessed, all as more fully described in Article 5 of the By-laws. Common Charges shall be classified as General, or Residential or Non-Residential, as described in this Declaration.

"**Common Elements**" means those facilities and areas of the Property that are not part of a Unit and which are necessary or convenient to the existence, management, operation, maintenance and/or safety of the Property, or normally in common use, and which Common Elements shall be classified as General, Residential, Non-Residential or Limited, as described in this Declaration. "Common Expenses" means all costs and expenses in connection with repair, maintenance, replacement, restoration, operation of, and alteration, addition or improvement to, the Common Elements, including but not limited to insurance and establishment of reserves for repairs and replacements, which Common Expenses shall be classified as General, Residential or Non-Residential, as described in this Declaration.

"**Common Interest**" (also referred to occasionally as "**percentage of interest in the Common Elements**") means the proportionate undivided percentage of interest in fee simple absolute in the Common Elements allocated and appurtenant to a Unit, as set forth in this Declaration. The total of all Common Interest percentages appertaining to all Units equals 100%.

"**Condominium**" means the Units and Common Elements comprising the Property. The terms "Condominium" and "Property" are used interchangeably.

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

"**Condominium Documents**" or "**Condominium Instruments**" means the Declaration and the Bylaws attached thereto, as same may be amended from time to time.

"**Declarant**" means 73 M&C Realty LLC.

"**Declarant's Signage Rights**" means Sponsor's exclusive easement to use the Wall Signage Easement Area for the installation, placement, maintenance, service, operation, repair and replacement of one or more commercial signs.

"**Declaration**" means this Declaration of Condominium, as same may be amended from time to time.

"**Department of Law**" means the New York State Department of Law, which is headed by the New York State Attorney General.

"**First Unit Closing**" means the first closing of a sale of a Residential Unit pursuant to the Offering Plan.

"**General Common Charges**" means Common Charges payable by all Unit Owners to the Board of Managers for the purpose of meeting General Common Expenses.

"**General Common Elements**" means those portions of the Property other than the Units and other types of Common Elements, as described in this Declaration.

"**General Common Expenses**" means all costs and expenses in connection with repair, maintenance, replacement, restoration, operation of and alteration, addition or improvement to, the General Common Elements, including but not limited to, insurance and establishment of reserves for repairs and replacements.

"**Improvements**" means the Building and any and all other improvements now or hereafter erected on the Land and all alterations and replacements to such improvements.

"**Institutional Lender**" means any domestic or foreign commercial or savings bank, any insurance company or savings and loan association whose investments are regulated by the laws of any State or of the United States, any pension fund, trust company, governmental agency or fund, any educational, religious or charitable institution, or other non-individual entity, or a consortium of any of the foregoing, in the business, among other things, of making mortgage loans secured by real property.

"**Land**" means the land upon which the Improvements are located, as more fully described in this Declaration.

"**Limited Common Elements**" means Common Elements that serve one or more specified Unit(s) and no other Units, and thus are restricted in use to the Owner(s) of that (those) Unit(s), as described in this Declaration (Limited Common Elements shall be classified as either Residential Limited Common Elements or Non-Residential Limited Common Elements, if any, as described in this Declaration).

"**Managing Agent**" means any management company or agent engaged by the Board of Managers to manage the Condominium.

"**Mortgagee**" means any Institutional Lender holding a mortgage of record encumbering a Unit.

"**Non-Residential Area**" means the Non-Residential Units, the Non-Residential Common Elements if any, and any Limited Common Elements appurtenant to Non-Residential Units.

"**Non-Residential Common Charges**" means charges payable by the Non-Residential Unit Owners for the purpose of meeting Non-Residential Common Expenses, if any.

"**Non-Residential Common Elements**" means those Common Elements, if any, located in or servicing exclusively the Non-Residential Area, as described in this Declaration.

"Non-Residential Common Expenses" means all costs and expenses, if any, in connection with repair, maintenance, replacement, restoration, operation of, and alteration, addition or improvement to, the Non-Residential Common Elements. Also included as a Non-Residential Common Expense is the Non-Residential Area's pro rata share of General Common Expenses.

"**Non-Residential Limited Common Elements**" means those Limited Common Elements, if any, serving one or more specified Non-Residential Units and no other Units, and restricted in use to the Owner(s) of that (those) Unites), as described in this Declaration.

"**Non-Residential Representative**" or "**Community Facility Representative**" means the individual elected (or if applicable, appointed) by the Community Facility Unit Owners to serve on the Board of Managers, which individual shall have oversight and control over maintenance, operation and administration of the Community Facility Area, as more fully described in the By-laws (the Non-Residential Area excluding the Community Facility Area shall be overseen and controlled by the Board of Managers), as more fully described in the By-laws.

"**Non-Residential Unit**" means a Unit designated as either a Community Facility Unit, a Parking Unit or as any Unit other than a Residential Unit, on Schedule B to the Declaration, together with the Common Interest appurtenant to such Unit. Two or more Non-Residential Units are referred to as "Non-Residential Units."

"**Non-Residential Unit Owner**" means an Owner of a Non-Residential Unit.

"Offering Plan" (or "Plan") shall mean the Offering Plan for the Sale of Units in the Factory House Condominium (42-60 Crescent Street, Long Island City) filed by Declarant, as Sponsor, with the Department of Law, as said Plan may be amended from time to time.

"**Parking Area**" means the Parking Units, and the Parking Units Common Elements, if any.

"**Parking Unit**" means a Unit designated as a Parking Unit on Schedule B to this Declaration, together with the Common Interest appurtenant to such Unit.

"**Parking Unit Owner**" means an Owner of a Parking Unit.

"**Permitted Mortgagee**" means a Mortgagee who has satisfied the criteria for a Permitted Mortgagee set forth in Article 8 of the By-laws attached hereto.

"**Property**" means the Land and the Improvements comprising the Condominium, as described in this Declaration. "**Residential Common Interest**" for a particular Residential Unit means the proportion between the Common Interest allocated to that Residential Unit and the aggregate Common Interest of all Residential Units. Said proportion is expressed as a numerical percentage. Residential Common Interest is used to determine, among other things, the Residential Common Charges to be paid by a Residential Unit Owner. The total of all Residential Common Interests equals 100%. The Residential Common Interests are recorded on Schedule B to this Declaration.

"**Residential Common Interest**" for a particular Residential Unit means the proportion between the Common Interest allocated to that Residential Unit and the aggregate Common Interest of all Residential Units. Said proportion is expressed as a numerical percentage. Residential Common Interest is used to determine, among other things, the Residential Common Charges to be paid by a Residential Unit Owner. The total of all Residential Common Interests equals 100%. The Residential Common Interests are recorded on Schedule B to this Declaration.

"**Residential Area**" means the Residential Units, the Residential Common Elements and the Residential Limited Common Elements appurtenant to Residential Units, if any.

"**Residential Common Charges**" means charges payable by Residential Unit Owners for the purpose of meeting Residential Common Expenses.

"**Residential Common Elements**" means those Common Elements located in and/or servicing exclusively, the Residential Area, as more fully described in Article 4 of this Declaration.

"**Residential Common Expenses**" means all costs and expenses in connection with repair, maintenance, replacement, restoration, operation of, and alteration, addition or improvement to, the Residential Common Elements, including but not limited to, insurance and establishment of reserves for repairs and replacements.

"**Residential General Common Charges**" means the Residential Area's pro rata share of General Common Expenses.

"**Residential Limited Common Elements**" means those Limited Common Elements serving specifically the Residential Units and no other Units, certain Residential Limited Common Elements are further restricted in use to the Owner of a specific Residential Unit (for example

balconies adjacent to and connected to a Residential Unit), as more fully described in Article 4 of this Declaration.

"**Residential Representatives**" means the individuals elected by the Residential Unit Owners to serve on the Board of Managers, which individuals shall have oversight and control over maintenance, operation and administration of the Residential Area, as more fully described in the By-laws.

"**Residential Unit**" means each Unit designated as a Residential Unit on Schedule B to this Declaration, together with the Common Interest appurtenant to each such Unit. Two or more Residential Units are referred to as "Residential Units."

"**Residential Unit Owner**" means an Owner of a Residential Unit.

"**Rules and Regulations**" means the rules and regulations adopted by the Board of Managers pertaining to the use of the Condominium, as same may be amended from time to time.

"**Sponsor**" means 73 M&C Realty LLC, the Declarant herein, in its capacity as, and having the rights and obligations of, Sponsor, as set forth in the Offering Plan.

"**Parking Common Charges**" means charges payable by the Parking Space Owners for the purpose of meeting Parking Common Expenses.

"**Parking Common Expenses**" means all costs and expenses in connection with repair, maintenance, replacement, restoration, operation of, and alteration, addition or improvement to, the Common Elements exclusively serving the Parking Units, including but not limited to, insurance and establishment of reserves for repairs and replacements.

"**Tax Lot Drawings**" means the drawings of the Building certified by Tan Architect, PC, Registered Architect delineating the Units and the Common Elements, approved by the Real Property Assessment Department of the City of New York and filed with the recording of this Declaration, as more fully described in Article 2 of this Declaration, as same may be amended from time to time.

"**Unit**" means any space in the Building intended for independent use or ownership and designated as a Unit in this Declaration, as same may be amended from time to time, together with such Unit's Common Interest. Any two or more Units are collectively refen'ed to as "Units."

"**Unit Owner**" or "**Owner**" means any owner of a Unit in fee simple absolute.

"**Wall Signage Easement Area**" means the North wall of the Building that Declarant, its

successors and assigns have an exclusive easement over generally for the purposes of placement, installation, maintenance, service, operation, repair and replacement of one or more signs on the Building,

"**Working Capital Fund**!' shall mean the monies collected by the Board of Managers at the closings of Residential Units and Community Facility Units under the Offering Plan, equal to

two months of the then applicable Common Charges attributable to the Residential Unit or Community Facility Unit being purchased.

Section 1.6 Schedules. All Schedules referred to in this Declaration are incorporated into this Declaration as integral parts hereof.

ARTICLE 2
UNITS

Section 2.1 Schedule of Information. Annexed hereto and made a part hereof as Schedule B is a list of all Units in the Building, which list also contains Unit designations, location, Common Interest, approximate area and Common Elements and Limited Common Elements to which each Unit has access.

Section 2.2 Tax Lot Drawings. The approximate dimensions, classifications, area and location of each Unit in the Building, as well as the Common Elements of the Condominium, are shown on the Tax Lot Drawings.

Section 2.3 Right to Alter, Combine or Subdivide Units. Declarant, its affiliates and its successors and assigns and the Community Facility Unit Owners shall have the right, without the consent of any other Unit Owner or the Board of Managers, from time to time, to (i) make alterations, additions or improvements, whether structural or non-structural, in, to and upon its Unites), the Limited Common Elements pertaining to such Unit; (ii) change its Unites) or any part thereof, by changing the layout, number of rooms, or size or number of such Unites) by subdividing or combining one or more Unites) into any desired number of condominium units; (iii) create and designate Limited Common Elements for the exclusive use of newly created or modified Units; (iv) convert space and designate Limited Common Elements into modified or newly created units; (v) amend the certificate(s) of occupancy of the Building (as required by law) and/or obtain one or more certificates of occupancy therefore in connection with the exercise of any of its rights under this Section, including, without limitation, to reflect the combining or subdividing of Unit(s); and (vi) in the case of the Community Facility Owner(s) apply for and obtain, whether in the name of such owner or the Board of Managers, (a) one or more zoning variances pertaining to the use or occupancy of the Community Facility Unites) and/or (b) one or more amendments to the certificate(s) of occupancy of the Building (as required by law) so as to reflect existing or desired use and/or occupancy of the Community Facility Unites), as shall be permitted by law. However, by reason of the foregoing, the Common Interest and Residential Common Interest of the other Units shall not be enlarged unless the affected Unit Owner(s) consent(s) thereto. Declarant, its affiliates and its successors and assigns and the Community Facility Unit Owners shall each have the right to reflect any of the matters described above in a duly recorded amendment to the Declaration, the By-Laws, and the Floor Plans.

Declarant, its affiliates and its successors and assigns shall have the right, without the consent of any other Unit Owner or the Board of Managers, from time to time, to alter, subdivide, combine or split the Non-Residential Units into any desired number of condominium units. However, by reason of the foregoing, the Common Interest of the other Units shall not be enlarged unless the affected Unit Owner(s) consent(s) thereto. Declarant, its affiliates and its successors and assigns shall have the right to reflect any of the matters described above in a duly recorded amendment to the Declaration, the By-Laws, .and the Floor Plans.

Section 2.4 Unit Measurements.

(a) Residential Units. Each Residential Unit is measured as follows: (i) horizontally from the outside face of the glass and/or face or façade of the exterior walls of the Building to the midpoint of interior demising partitions (drywall or concrete masonry wall) between Units and/or to the midpoint of interior demising partitions (drywall or concrete masonry wall) separating a Unit from corridors, fire stairs, elevators or other Common Elements and (ii) vertically from the area enclosed by the unexposed surface of the gypsum wallboard, plaster or other material forming the ceiling of the highest story level of the Unit to the upper surface of the subfloor of doors within the Unit which open either onto Common Elements or the exterior of the Property, as shown on the Tax Lot Drawings. Any concrete slabs separating floors of a Unit located on more than one level and any Common Elements located in a Unit shall not be considered part of that Unit. The floor area reflected in Schedule B hereto for a Unit may include certain Common Elements such as columns, mechanical pipes, shafts, shaftways, chases, chaseways, and conduits which may be incorporated behind protruding walls or may be separately enclosed as freestanding columns thereby reducing the available floor area. Any Common Element located within a Unit will not be considered a part of such Unit.

(b) Community Facility Units. Each Community Facility Unit is measured as follows: (i) horizontally from the outside face of the glass and/or face or Façade of the exterior walls of the Building to the midpoint of interior demising partitions (drywall or concrete masonry wall) between Units and/or to the midpoint of interior demising partitions (drywall or concrete masonry wall) separating a Unit from corridors, fire stairs, elevators or other Common Elements, and (ii) vertically from the area enclosed by the unexposed surface of the gypsum wallboard, plaster or other material forming the ceiling of the highest story level of the Unit to the upper surface of the subfloor of doors within the Unit which open either onto Common Elements or the exterior of the Property, as shown on the Tax Lot Drawings. Any concrete slabs separating floors of a Unit located on more than one level and any Common Elements located in a Unit shall not be considered part of that Unit. The floor area reflected in Schedule B hereto for a Unit may include certain Common Elements such as columns, mechanical pipes, shafts, shaftways, chases, chaseways, and conduits which may be incorporated behind protruding walls or may be separately enclosed as freestanding columns thereby reducing the available floor area. Any Common' Element located within a Unit will not be considered a part of such Unit.

(c) Parking Units. Each Parking Unit is measured as follows: (i) horizontally, from the painted lines of the parking space, and (ii) vertically from the area enclosed by the material fonning the ceiling of the highest story level of the Parking Unit to the upper surface of the floor of the Parking Unit, as shown on the Tax Lot Drawings.

(e) Components of Units.

(i) Each Unit includes, and each Unit Owner shall be responsible for, the Unit side of the front entrance door and any other entrance doors to the Unit including balcony doors, the interior walls, partitions, floors and floor coverings and plastered ceilings affixed, attached or appurtenant to the Unit, smoke/carbon monoxide detectors, sprinkler systems, window pances, fireplace, all mechanical systems located in the Unit, heating and cooling systems (including HVSC filters and parts), all plumbing, gas and heating fixtures and equipment, including but not

limited to, refrigerators, dishwashers, washers and dryers, heating ventilating and air conditioning units (including the fans inside the units), heating equipment, ranges and other appliances, sinks bathtubs, water closets and all other facilities as may be affixed, attached or appurtenant to the Unit and serving the Unit exclusively, if any. Plumbing, gas and heating fixtures and equipment as used in the preceding sentence shall include exposed gas and water pipes from branch or fixtures shut-off valves attached to fixtures, appliances and equipment and the fixtures, appliances and equipment to which they are attached, and any special pipes or equipment which a Unit Owner may install within the walls, ceilings, or floors, but shall not include gas, water or other pipes, conduits, wiring or ductwork within the walls, ceilings or floors, unless such installations were made by the Unit owner after the Unit Owners acquired title to the Unit in which event Unit Owner shall be responsible for such installations. Each Unit shall also include all lighting and electrical fixtures and appliances within the Unit and any special equipment fixtures or facilities affixed, attached or appurtenant to the Unit, to the extent located within a Residential Unit from the panel and serving or benefiting only that Unit.

(ii) Each Community Facility Unit also includes, in addition to the items listed in above Section 2.3(e), to the extent located in such Unit, an Community Facility Unit Owner shall be responsible for any escalator, staircase, freight or service entrance, driveway, ramp, canopy and all related facilities servicing such Unit exclusively including, outdoor signage, if any, for such Unit, the exterior side of all entrances and service doors and the exterior side of all windows in or opening from such Unit.

(iii) In general, any facility[1] or facility area located within a Unit and serving only that Unit, is part of that Unit and is not a Common Element, and any facility or facility area located outside of a Unit and serving only that Unit, is part of that Unit and not a Common Element. Access, however, to facilities and facility areas that are part of a Unit and located outside of the Unit, is not absolute, and must be exercised by the affected Unit Owner in a manner that will not unreasonably interfere with the use and operation of the Unit or Common Element in which the

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

facility or facility area is located, as more fully described elsewhere in this Declaration and in the By-laws.

(f) **Rights of Owners Respecting Units**. In light of the foregoing and notwithstanding anything in this Article 2 to the contrary, each Unit Owner shall have the right, exercisable at any time and from time to time without the prior consent of the Board of Managers or any Committee thereof, to install, at such Owner's sole cost and expense, in such Owner's Residential Unit or Community Facility Unit, improvements, decorations, fixtures and coverings (including, without limitation, painting, wall papering, carpeting, shelving and lighting fixtures), on the surfaces of walls, ceilings and floors that face the interior of the Unit, to a depth of one inch behind such surfaces for the purposes of installing nails, screws, bolts and the like, provided that any such installation shall not impair the structural integrity of the Unit or the Building or the proper functioning of Building systems.

(g) **Excluded from Units**. Except as otherwise provided in this Declaration, a Unit shall not be deemed to include foundations, columns, girders, beams, joists, supports, exterior walls, interior load bearing walls, pillars, structural floor slabs or ceilings, central installations and equipment for power, sprinklers, lights, air conditioning, heating, ventilation, and utility lines which are utilized for or serve more than one Unit.

Section 2.5 No Partition. No Unit (including the Common Interest appurtenant thereto), shall be subject to partition from the Condominium or otherwise by the Unit Owner. The foregoing shall not be deemed to prohibit division or combination of Units, provided such action is taken in accordance with procedures outlined in this Declaration and the By-laws.

ARTICLE 3
COMMON INTEREST AND RESIDENTIAL COMMON INTEREST

Section 3.1 General. The Common Interest for each Unit is set forth on Schedule B to this Declaration. The aggregate Common Interest of all Units shall equal 100%. This provision of the Declaration may not be amended.

Section 3.2 Determination of Common Interest. The Common Interest of each Unit has been determined pursuant to Section 339-i(I)(iv) of the Condominium Act, based on the approximate proportion that the floor area of the Unit on the date of this Declaration bears to the aggregate floor area of all Units on such date, with such proportion reflecting the location of such space and the additional factors of relative value to other space in the condominium. Using the foregoing analysis, the Residential Units represent an aggregate Common Interest of approximately 72.60%, the Community Facility Units represent an aggregate Common Interest of approximately 21.92%, and the Parking Units represent an aggregate Common Interest of approximately 5.48%

Section 3.3 Residential Common Interest. The Residential Common Interest for each Residential Unit is set forth on Schedule B to this Declaration. The aggregate Residential Common Interests for all Residential Units shall at all times equal 100%.

Section 3.4 No Separation of Common Interest. The Common Interest may not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with

the Unit even through such interest is not expressly mentioned or described in the conveyance, encumbrance or other instrument.

Section 3.5 Common Charges. The Common Charges allocated to the Unit Owners may be limited in accordance with Section 339-m of the New York State Real Property Law, and as set forth in Section 5.1(a)(ii) of the By- Laws.

ARTICLE 4
COMMON ELEMENTS[2]

Section 4.1 Definition of General Common Elements. The General Common Elements consist of all the Common Elements except (i) the Residential Common Elements, (ii) the Non-Residential Common Elements, if any, (iii) the Community Facility Common Elements, if any, and (iv) the Limited Common Elements, and the General Common Elements include, without limitation, the following:

(a) The Land, including sidewalks thereon or appurtenant thereto, together with all easements, rights and privileges appurtenant thereto;

(b) The canopies, if any, over the main entrances of the Building together with integral lighting installed therein;

(c) All foundations, piles and footings;

(d) Structural columns and pillars;

(e) Girders, beams, joists and supports;

(f) Structural floor slabs and ceilings and all load-bearing partitions and walls;

(g) All roofs of the Building (excluding terraces and recreational roof decks) and all parapets, fencings and railings on such roofs (including, without limitation, terrace railings, terrace dividers and metal screens separating terrace space from roof space or roof equipment);

(h) All exterior landscaping and lighting (including, without limitation, aircraft warning lighting) installed in or on the Property (and excluding lighting installed to illuminate terraces appurtenant to Residential Units);

(i) All electrical, sprinkler, mechanical, trash compactor, pump and meter rooms all located in the cellar of the Building, and all meters, equipment and appliances therein;

(j) The driveway leading to the Parking Units on the first floor of the Building;

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[2] NOTE: All references to floor levels in this description are to floor levels as referred to on the Tax Lot Drawings.

(k) The driveways and vehicle corridors leading to the Parking Units on the first floor of the Building;

(l) The elevator room on the roof of the Building;

(m) The exterior trash area and stairway/steps behind the Building on the West side of the Building and Property;

(n) The exterior walls of the Building, excluding windows but including all façade and structural elements of exterior walls;

(o) Sanitary sewer pumping system from the point at which the sanitary sewer line leading from a Unit connects with the Buildings' main sewer lines, to the point at which the Buildings' main sewer line connects with the municipal sewer system;

(p) Cable television, data and communications systems, if any, installed in the Building as of the date of this Declaration;

(q) Storm drainage system within the Building to the point at which it connects to the municipal storm sewer system;

(r) All passages and corridors, areas, rooms and other spaces, if any, located at the Property and serving or benefiting (i) at least one Residential Unit and at least one Community Facility Unit or Parking Unit and/or (ii) at least one Residential Unit Owner and at least one Community Facility Unit Owner or Parking Unit Owner; and

(s) All other facilities of the Property (including but not limited to shafts, pipes, wires, ducts, vents, cables, chases, conduits and lines), which serve or benefit or are necessary or convenient for the existence, maintenance, operation or safety of at least one Residential Unit and at least one Non-Residential Unit, and/or at least one Residential Unit Owner and at least one Non-Residential Unit Owner.

Section 4.2 Residential Common Elements. These are Common Elements of the Building that are located in or exclusively serve the Residential Area and are not General Common Elements, Non-Residential Common Elements, Community Facility Common Elements or Limited Common Elements. They include, without limitation, the following:

(a) Building exterior entrances, lobby, and corridors on the first floor;

(b) Stairway and associated stairwells and landings from the cellar floor up to the roof of the Building;

(c) Exterior windows, including without limitation, panes, casements and frames, in Residential Units;

(d) Entrance doors (excluding locks) to Residential Units from common corridors, and doors (excluding locks) accessing a Residential Unit from an appurtenant terrace or private rooftop;

(e) The master meter measuring the electricity consumed in the Residential Area;

(f) Intercom system, if any;

(g) Recreational space/gym and kids rooms on the second floor of the Building and

the adjacent outdoor recreational space;

(h) Passenger elevator and the shafts, pits and mechanical rooms associated therewith;

(i) Refuse chutes and refuse rooms; and

(j) All passages, hallways and corridors, areas, rooms and other spaces located at the Property and serving or benefiting the Residential Unit Owners and/or the Residential Area, exclusively.

Section 4.3 Community Facility Common Elements. To the extent they exist, Community Facility Common Elements consist of all portions of the Land and Building (other than the Units, General and Residential Limited Common Element or Residential Common Elements or Community Facility Common or Limited Common Elements) that are for the use of one or more specified Community Facility Units to the exclusion of all other Units. As of the date of this Declaration there are no Common Elements falling into the category of Non-Residential Common Elements.

Section 4.5 Limited Common Elements.

(a) Limited Common Elements are Common Elements of the Building that serve only a specified Unit or Units and thus are restricted in use to the Owner (or Owners, as applicable) of that Unit (or Units, as applicable), and/or to such other occupant(s) of the Unit(s) as the Owner(s) shall permit, subject to the right of the Board of Managers to enter upon such Limited Common Elements to make structural repairs or structural replacements thereto, and subject to the Rules and Regulations.

(b) The Residential Limited Common Elements include, without limitation, the following: each exterior balcony shown on the Tax Lot Drawing (excluding the exterior terrace/balcony on the second floor adjacent to the recreational/gym and kid's rooms) appurtenant to the Residential Unit adjacent thereto. Any pavers, decking and drains on the balcony, any hose bib, and all electrical outlets, as well as lighting and light fixtures installed as part of the original construction of the Building for purposes of illuminating the balcony also are Limited Common Elements appurtenant to the Unit.

(c) In no event shall Limited Common Elements ever include or be deemed to include, (i) load bearing walls, or (ii) other components of the Building critical to the structural integrity of the Building.

(d) Each Unit Owner having the exclusive right to use a Limited Common Element shall have the obligation, at the Unit Owner's sole expense, for day-to-day maintenance, including, without limitation, cleaning of debris from drains and general cleaning and repair of said Limited

Common Element, in accordance with the applicable provisions of this Declaration and the By-laws.

Section 4.6 No Severability or Partition. The Common Elements are not subject to partition nor are they severable from Units, except in accordance with the Condominium Act.

ARTICLE 5
USE OF AND ACCESS TO COMMON ELEMENTS

Section 5.1 General Use of and Access to Common Elements.

(a) The Common Elements shall be used for the benefit of applicable Unit Owners (depending on the type of Common Element involved), the furnishing of services and facilities for which the same are reasonably intended, and for the enjoyment to be derived from such proper and reasonable use. Each Unit Owner may use the Common Elements in accordance with the purposes for which they were intended and the limitations in use described in this Declaration, without hindering the exercise of or encroaching upon the rights of other Unit Owners, their permitted tenants, licensees, invitees, clients or guests. A Unit Owner may not obstruct the Common Elements. The provisions of this Section 5.1 shall not prevent the Board of Managers or this Declaration from granting to a particular Unit Owner substantially exclusive rights or advantages in a part or parts of the Common Elements by reason of that Owner's ownership of a particular Unit or Units. Other then as specifically set forth in the By-laws, any exclusive right to use a General Common Element or a Residential Common Element granted by the Board of Managers, shall be effectuated by a revocable license, which license shall include, among other things, standards for revocation giving due consideration to the nature and cost of improvements made to or on the Common Elements by the Unit Owner to whom the license is granted.

(b) The Board of Managers shall, if any question arises, determine the purpose for which a General Common Element, Residential Common Element or a Limited Common Element appurtenant to a Residential Unit is intended to be used. The Board of Managers shall have the right to regulate access to General Common Elements and Residential Common Elements and to promulgate rules and regulations scheduling the use of General Common Elements and Residential Common Elements, and limiting the use of General Common Elements and Residential Common Elements to Unit Owners, their permitted tenants, licensees, invitees, clients, guests and employees, as well as providing for the exclusive use of a General Common Element or Residential Common Elements by a Unit Owner and such Unit Owner's guests, for special occasions. Such use may be conditioned upon, among other things, the payment by the U nit Owner (or other person or entity) seeking such use, of such assessment as may be established by the Board of Managers for the purpose of defraying the costs of such use.

(c) The Non-Residential Unit Owners shall, if a question arises, determine the purpose for which a Non-Residential Common Element or a Limited Common Element appurtenant to a Non-Residential Unit, is intended to be used. The Non-Residential Unit Owners shall have the same right to regulate access to Non-Residential Common Elements and to promulgate rules and regulations regulating and scheduling use of the Non-Residential Common Elements as the Board of Managers has with respect to the General Common Elements, pursuant to Section 5.1(b) of this Declaration.

(d) The Community Facility Unit Owners shall, if a question arises, determine the purpose for which a Community Facility Common Element or a Limited Common Element appurtenant to a Community Facility Unit, is intended to be used. The Community Facility Unit Owners shall have the same right to regulate access to Community Facility Common Elements and to promulgate rules and regulations regulating and scheduling use of the Community Facility Common Elements as the Board of Managers has with respect to the General Common Elements, pursuant to Section 5.1 (b) of this Declaration.

Section 5.2 Easements for Utilities, Pipes and Conduits.

(a) Each Unit Owner and said Unit Owner's agents, contractors, invitees, licensees and employees shall have in common with all other Unit Owners, an easement of access to all other Units and to the Common Elements, and each Unit and the Common Elements shall be subject to such easement, as may be necessary for such Unit Owner to use, install, operate, maintain, repair, rebuild, restore and replace, as necessary, such Owner's Unit including, if any, the pipes, wires, flues, ducts and conduits which are part of the Unit running from the meters or equipment servicing such Unit to the Unit.

(b) Each Unit Owner shall have an easement in common with the Owners of all other Units to use, in accordance with then present use and present available facilities, all pipes, wires, ducts, cables, conduits, public utility lines, and other Common Elements located in any of the other Units and serving such Unit Owner's Unit. Each Unit shall be subject to an easement in favor of the Owners of all other Units to use, in accordance with then present use and present available facilities, Common Elements serving such other Units and located in such Unit.

(c) The Board, Declarant and Declarant's designee will each have an easement to install and maintain pipes, conduits, wires, ducts, and other facilities in the space between the underside of each such floor slab and the top surface of each Unit's finished ceiling, without any need to obtain the consent of any Unit Owner with respect to the same.

Section 5.3 Easement of Board of Managers.

(a) Subject to the provisions of Section 5.4 of this Declaration and the notice provisions in the By-laws, the Board of Managers, its members, agents, contractors and employees, shall have an easement and a right of access to each Unit to 0) inspect the Unit in seeking to identify the source or cause of a plumbing, mechanical or other problem in the Building, (ii) remove violations from the Unit, (iii) maintain, repair or improve pipes, wires, ducts, cables, conduits and utility lines or other Common Element located in any Unit, (iv) make repairs to the Unit to prevent damage to the Common Elements or to any other Unit or (v) abate any violation of any law, ordinance, statute or rule of any governmental authority having jurisdiction thereof. The Board shall have an easement and right of access to all

Common Elements (irrespective of the restricted nature of such Common Elements) to remove violations, to prevent harm or damage to other Common Elements or Units, Owners, occupants or users of the Property, and for inspection, maintenance, repair or improvement.

Section 5.4 Exercise of Easements.

(a) The easements authorized pursuant to Sections 5.2, 5.3 and 5.8 of this Declaration shall be exercised in such a manner as will not materially or unreasonably interfere with the normal conduct of business of an Owner, permitted tenant(s) or other occupant(s) of any Unit, in the event access is needed, or with the use of any Units (and the Limited Common Elements appurtenant thereto) or the Common Elements, for their permitted purposes. Any pipes, wires, ducts or other facilities installed, operated, maintained and/or used pursuant to said easements, if located within the normal view of the occupants, patrons, customers, tenants or other users of Common Elements, a Unit or the use or businesses located therein, shall be reasonably consistent with the aesthetic character of the Unit or Common Element (General, Residential, Non-Residential, Community Facility or Limited), in, on or through which the facility is located, and if installed, operated or maintained within a Unit, shall not be so installed, operated or maintained without the Unit Owner's prior written consent, which consent shall not be unreasonably withheld or delayed. Entry shall be permitted on reasonable prior notice to the applicable Unit Owner(s), except that notice will not be necessary in the case of an "emergency" (i.e., a condition requiring inspection, repair or replacement immediately necessary for the preservation or safety of the Property, or for the safety of occupants or users of the Property, or required to avoid the suspension of any necessary service to the Property).

(b) If the Board of Managers requires entry into a Unit, or if one Unit Owner requires entry into another Owner's Unit, in either case during non-business hours or any other period when there ordinarily would not be security or other occupants present in the Unit, the Unit Owner whose Unit is being entered shall have the right to make reasonable arrangements for security of the Unit and its contents and oversight of the work being performed, during such period as access and entry shall continue. The cost of such security and oversight shall be borne exclusively by the party (i.e., the Board of Managers, or the Unit Owner, as applicable), requiring the access and entry.

(c) The Board of Managers shall not perform any work in a Unit to cure a violation. or problem therein arising out of the action or failure to act of the Unit Owner or a tenant or other occupant of the Unit (except emergency work pursuant to the foregoing), unless the Board of Managers has given the Unit Owner notice of and 0ppoltunity to cure the violation or other problem emanating from Owner's Unit, in accordance with the By-laws.

Section 5.5 Easement for Encroachments. If any portion of a Unit or the Common Elements (whether restricted in use to an individual Unit Owner or not) encroaches or shall hereinafter encroach upon another Unit or the Common Elements as a result of: (i) the reconstruction or settling or shifting of the Building, or (ii) any repair or restoration made by the Board of Managers, to the Building, any Unit or the Common Elements, or (iii) any reconstruction after a partial or total destruction as a result of a fire or other casualty or as a result of condemnation or eminent domain proceedings, a valid easement for the encroachment and the maintenance of the same shall and does exist, provided, however, that the encroachment is de minimis and does not materially or unreasonably interfere with the normal conduct of business of the Owner, tenant(s) or other occupant(s) of the Unit, or Common Element being encroached upon, or with the use of the Common Element or Unit being encroached upon, for its or their permitted purposes. Such easements as provided in this Section shall exist so long as the Building shall stand.

Section 5.6 Easements of Necessity and Emergency Egress. Each Unit shall have and each Unit shall be subject to all easements of necessity and emergency egress in favor of such Unit or in favor of other Units and the Common Elements.

Section 5.7 Declarant's and Board's Easements.

(a) Declarant and/or its designee and their respective successors and assigns shall have an easement to erect, maintain, repair and replace, from time to time, one or more signs on the Property for the purposes of advertising the sale or lease of any Unit owned by it or them, without the consent of any Unit Owner or the Board of Managers.

(b) Declarant and/or its designee and their respective successors and assigns shall

have an additional easement providing access in and to all Units and Common Elements consistent with the Offering Plan, including without limitation, the right to develop, renovate, maintain, repair, refurbish, offer, sell and lease Units, without the consent of any Unit Owner or the Board of Managers.

(c) Declarant and/or its designee and the Board of Managers shall have the right to establish, grant and create such electric, gas, steam or other utility easements or relocate any existing utility easements in any portion of the Residential Area, the Non-Residential Area, the Community Facility Units, the Parking Units, or the Property generally, as the case may be, as Declarant and/or its designee, or the Board of Managers, as the case may be, shall deem necessary or desirable for the proper operation and maintenance of the Building or any portion thereof, or for the general health or welfare of the Owners, tenants and occupants of the Units, provided that such additional utility easements or the relocation of existing utility easements will not prevent or unreasonably interfere with the normal conduct of business of the Owner, tenant(s) or other occupant(s) of Community Facility Units or with the use of the Residential Units for their permitted purposes. Any utility company and its employees and agents shall have the right of access to any Unit or the Common Elements in furtherance of such easement, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the normal conduct of business of the Owner, tenant(s) or other occupant(s) of Community Facility Units or with the use of the Residential Units for their permitted purposes.

(d) Declarant reserves to itself, its successors, assigns, designees, invitees, contractors, agents, employees and tenants an exclusive easement to use the North wall of the Building as part of the Wall Signage Easement Area for the installation, placement, maintenance, service, operation, repair and replacement of one or more commercial signs (the "Easement Signs"). Declarant, its designees, successors and assigns shall have the sole right to receive and retain all revenues, rents, income and profits arising from such sign(s) in such locations. Declarant's Signage Rights have no expiration date and accordingly, Declarant shall retain and may continue to exercise such rights for the installation and operation of sign(s) and the like even after such time as Declarant may have sold all of the Units in the Building. Without the consent of the Board of Managers, any Unit Owner or any mortgagee with respect to any Unit, Declarant may file one or amendments ("Signage Unit Amendment") to the Offering Plan and this Declaration and Tax Lot Drawings providing for the creation of a separate condominium unit and tax lot ("Signage Unit") consisting of the Wall Signage Easement Area or any portion thereof as may be determined by Declarant.

Whether or not the Signage Unit shall be created or a Signage Unit Amendment shall be filed, Declarant may assign and convey by deed or otherwise all or any portion of its rights with respect to the Wall Signage Easement Area, including, without limitation, easements and related rights (and to any other easement rights in favor of Declarant as set forth in this Declaration or the By-laws) and any assignee or grantee (and successors thereto) shall also have the right to re-assign and reconvey such rights. Declarant is retaining Declarant's Signage Rights for the potential commercial value of such rights. Since the limited areas constituting the Wall Signage Easement Area are for the exclusive use of Declarant, its designees, successors and assigns and not the Condominium, Declarant, its designees, successors and assigns and not the Condominium shall have the right to realize upon the commercial value and profits from leasing or using such areas for the installation and operation of sign(s) in such areas, which exclusive use shall not end upon Declarant's sale of all Units in the Building.

Section 5.8 Community Facility Unit Owner Easements. Subject to the provisions of Section 5.4 of this Declaration, without the consent of any Unit Owner or the Board of Managers, the owner(s) of a Community Facility Unit shall have easements for (i) the installation, maintenance, repair and replacement of flues, vents, air-conditioning, heating, ventilating, water and other mechanical lines and fixtures and equipment on the exterior walls, and (ii) for access to any equipment that services a Community Facility Unit and which is located in the Residential Areas. The Community Facility Unit Owner and/or its tenants shall have an easement to erect, maintain and replace one (1) or more signs on the Property permitted by law for the purpose of advertising the operation of any business conducted therein. Any such signs shall be of reasonable size, dimension, character and color and shall not be located so as to unduly disturb the aesthetics of the Building. The condenser for the HV AC unit for Unit NR-l A will be located in the exterior Common Element and behind the Building on the North side of the Property. The owner of Unit NR-l A shall have an easement (a) underneath its HV AC condenser for the installation, placement, maintenance, repair and replacement of its HVAC condenser (b) through the Common Elements for access to its HVAC Condenser for its installation, placement, maintenance, repair and replacement. The condenser for the HV AC unit for Unit NR-I B will be located in the parking in the Building. The owner of Unit NR-IB shall have an easement (a) underneath its HVAC condenser for the installation, placement, maintenance, repair and replacement of its HV AC condenser (b) through the Common Elements for access to its HV AC Condenser for its installation, placement, maintenance, repair and replacement.

Section 5.9 Responsibility and Indemnity. The user of any easement granted by the above subparagraphs of this Article 5 shall have the responsibility of repairing any damage to the Common Elements or to any other Unit directly or indirectly resulting from the exercise of the easement. Additional obligations respecting maintenance and repair of Units and Common Elements arising out of these access and easement rights are found in the By-laws. Unit Owners shall be obligated to indemnify other Unit Owners and the Board of Managers, and the Board of Managers shall be obligated to indemnify Unit Owners, in connection with loss, damage or liability arising out of that party's exercise of rights pursuant to the easements granted in this Article 5.

ARTICLE 6
CONDOMINIUM GOVERNANCE; SERVICE OF PROCESS

Section 6.1 Board of Managers. The affairs of the Condominium shall be governed and controlled by a Board of Managers, as described in the By-laws. When in this Declaration or in the Bylaws an action is to be undertaken, or is authorized to be done by the Condominium, it shaH mean the Condominium acting through its Board of Managers, unless the text clearly requires another interpretation (i.e., through a vote of the Unit Owners). When the Board of Managers is authorized or obligated to act, it shall be acting on behalf of all Unit Owners in the Condominium.

Section 6.2 Administration. The administration of the Condominium shall be in accordance with the provisions of this Declaration and the By-laws.

Section 6.3 Service of Process. The Secretary of State is hereby designated as agent of the Board of Managers upon whom process against the Board of Managers may be served. Service of process on the Secretary of State as agent for the Board of Managers shall be made personally, by delivering to and leaving with the Secretary of State or his or her deputy, or with any person authorized by the

Secretary of State to receive such service, at the office of the Department of State in Albany, New York, duplicate copies of such process together with the statutory fee, which shall be a taxable disbursement. Service of process on the Board of Managers shall be complete when the Secretary of State is so served. The Secretary of State is required under the Condominium Act to promptly send one of such copies by certified mail, return receipt requested, to the Board of Managers, at the post office address on file with the Department of State, specified for such purpose. Pursuant to the Condominium Act, the Board of Managers will file with the Secretary of State the name and post office address to which the Secretary of State shall mail a copy of any process served upon the Secretary of State, and to update such filing as necessary.

ARTICLE 7
POWER OF ATTORNEY TO BOARD OF MANAGERS

Section 7.1 Power of Attorney.

(a) Each Unit Owner at the time of closing of title to said Owner's Unit, shall grant to Declarant, to the persons who shall from time to time constitute the Board of Managers, an irrevocable power of attorney, coupled with an interest (in such form and content as the Board of Managers shall determine) to, following due authorization of the Unit Owners in accordance with the By-laws, (i) acquire or lease any Unit, together with its Appurtenant Interests (as defined in Article 8 of this Declaration), from any Unit Owner desiring to sell, convey, transfer, assign or lease the same, upon such terms and conditions as set forth in the By-laws, (ii) acquire any Unit, together with its Appurtenant Interests, whose Owner elects to surrender or abandon same pursuant to the By-laws, and (iii) acquire any Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar judicial sale, on such terms and at such price or rental as the case may be, as the attorneys-in-fact deem proper. Any such acquisition or lease shall be in the name of the Board of Managers, or their designee, corporate or otherwise, on behalf of all (1) Residential Unit Owners where such Unit is a Residential Unit and (2) Unit Owners where such Unit is a Non-Residential Unit, in proportion to their respective Common Interests. The power of attorney shall authorize the holders thereof, after any such acquisition or lease, to convey, sell, lease, sublease, mortgage or otherwise deal with any such Unit so acquired by them or to sublease

any Unit so leased by them without the necessity of further authorization by the Unit Owners, on such terms as the attorneys-in-fact may determine.

(b) The power of attorney shall also authorize the Declarant, the Board of Managers, as applicable, to execute, acknowledge and deliver (i) any declaration or other instrument affecting the Condominium which the Declarant or Board of Managers, as applicable, deems reasonably 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, or any agreement of record, applicable to the operation, maintenance, demolition, construction, alteration, repair or restoration of the Condominium, (ii) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Condominium which the Declarant or Board of Managers, as applicable, deems necessary or appropriate, or (iii) any instrument affecting the Unit in connection with any petition seeking administrative and judicial review of an assessment made in accordance with Real Property Law § 339-y(i) which the Unit Owner, by written authorization, may have authorized the Board of Managers to undertake.

Section 7.2 Limitation on Authority. The power of attorney shall explicitly prohibit the Board of Managers from acting so as to adversely affect the rights or interest of Declarant to or a Unit Owner without the prior written consent of any such adversely affected party.

Section 7.3 Recording. The Board of Managers shall cause the power of attorney to be recorded in the office of the Register of the City of New York, New York County, at the expense of the Unit Owner immediately upon the Board of Managers' receipt thereof.

ARTICLE 8
ACQUISITION AND SALE OR LEASE OF UNITS BY BOARD OF MANAGERS

Section 8.1 Generally.

(a) In the event (i) any Unit Owner shall surrender said Owner's Unit, together with (x) the Common Interest appurtenant thereto, (y) the interest of such Unit Owner in any other Units theretofore acquired by the Board of Managers, or any of their designees, on behalf of Unit Owners, or the proceeds of the sale or lease thereof, if any, and (z) the interest of such Unit Owner in any other assets of the Condominium (the items listed in clauses (x), (y) and (z) are hereinafter collectively called the "Appurtenant Interests"), pursuant to the provisions of Section 339-x of the Condominium Act, or in the event (ii) the Board of Managers shall acquire or lease a Unit from any Unit Owner together with the Appurtenant Interests, pursuant to the By-laws or otherwise, or in the event (iii) the Board of Managers shall purchase at a foreclosure or similar sale, a Unit, together with the Appurtenant Interests, then title to any such Unit together with the Appurtenant Interests, shall be held by the Board of Managers or its designee, on behalf of all (1) Residential Unit Owners where such Unit is a Residential Unit and (2) Unit Owners where such Unit is a Non-Residential Unit, in proportion to their respective Common Interests.

(b) The lease covering any (i) Residential Unit leased by the Board of Managers or any of their designees, shall be held by the Board of Managers, or any of their designees, on behalf of all Residential Unit Owners, in proportion to their Common Interests, and (ii) Non-Residential

Unit leased by the Board of Managers or any of their designees, shall be held by the Board of Managers, or any of their designees, on behalf of all Unit Owners, in proportion to their Common Interests.

(c) Any profit upon any sale of (i) a Residential Unit so acquired by the Board of Managers, shall accrue to the benefit of the Residential Unit Owners, and Oi) a Non-Residential Unit so acquired shall accrue to the benefit of all Unit Owners.

ARTICLE 9
CONDOMINIUM INSTRUMENTS RUN WITH THE LAND

Section 9.1 All Owners, Tenants and Occupants Subject to Condominium Instruments Which Run with the Land. All present and future Unit Owners, tenants, occupants or any other person that might use the Units or the facilities of the Property in any manner, are subject to the provisions of this Declaration, the By-laws, and Rules and Regulations of the Condominium, as they may be amended from time to time. The acceptance of a deed of conveyance of, or the entering into of a lease for all or any portion of, or the entering into occupancy of all or any portion of a Unit shall signify that the provisions of this Declaration and the By-laws and Rules and Regulations of the Condominium, are accepted and ratified by such Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed of conveyance or lease thereof.

ARTICLE 10
AMENDMENT AND TERMINATION

Section 10.1 Amendment.

(a) Except for the rights of Declarant set forth in this Article 10 and elsewhere in this Declaration to amend this Declaration itself, and the right of the Board of Managers to cause this Declaration to be amended to reflect the alteration of Common Elements by the Board (or otherwise) and the alteration, combination or division of Unites) by Unit Owners (or otherwise), as discussed in this Declaration and in the By-laws, this Declaration may be modified, altered, amended or added to only at a duly called meeting of Unit Owners, provided that:

(i) a notice of the meeting containing a full statement of the proposed amendment has been sent to all Unit Owners in accordance with Section 3.4 of the By-laws;

(ii) Unit Owners representing at least 80% in number and Common Interest of Units, voting in person or by proxy approve the amendment at the meeting; and

(iii) the amendment, in the form approved at the meeting, is duly recorded in the City Register's Office.

(iv) no provision which shall materially impair or prejudice the rights and priorities of Permitted Mortgagees may be amended without the consent of at least fifty one percent (51 %) of the Permitted Mortgagees, which consent shall not be unreasonably withheld, delayed or conditioned.

(b) Notwithstanding the foregoing, while Declarant is the only Unit Owner, Declarant may amend this Declaration without the necessity of calling a meeting.

(c) (i) Declarant and its successors and assigns shall have the further right, without the necessity of calling a meeting and without the vote or prior consent of any other Unit Owners and without the prior consent of the Board of Managers, or the holders of Unit mortgages, to execute (or to require the Board of Managers to execute) and to record in the City Register's Office, an amendment to this Declaration and/or to the By-laws annexed hereto, to reflect changes in number, size, layout, etc. in Units owned by Declarant, and any reapportionment of Common Interest and Residential Common Interests necessitated by such change, and to file simultaneously with said amendment, any amendment to the Tax Lot Drawings necessitated by such change, pursuant to Declarant's rights set forth in Section 7.8 of the By-laws and elsewhere and to reflect any related modifications arising out of such changes.

(ii) Declarant, its affiliates and its successors and assigns shall also have the right, regardless of how many Units it owns or how many other Unit Owners shall exist, to amend this Declaration and the By-laws annexed hereto, and the Tax Lot Drawings, without calling a meeting and without obtaining any other party's consent, to effect changes and/or corrections consistent with Declarant's rights and obligations hereunder and under the Offering Plan.

(iii) Any amendments and filings made by Declarant pursuant to the foregoing shall be at Declarant's sole cost and expense, unless Declarant shall arrange otherwise with a party on whose behalf the modifications are being made.

(d) An instrument evidencing an amendment to this Declaration must be duly recorded in the City Register's Office. Such instrument need not contain the written consent of the required number of Unit Owners, but shall contain a certification by the Board of Managers, or Declarant, if applicable, that the consents, if any, required for such change have been received and filed with the Board of Managers. With certain exceptions discussed below, the costs and expenses of preparing and recording an amendment to the Declaration pursuant to this Article 10 shall be borne by the Unit Owners as a Common Expense. However, Declarant shall bear its costs with respect to amendments filed pursuant to Section 10.1 (b), and Declarant shall, if applicable, bear the costs referred to in Section 10.1 (c)(iii). Further, if an amendment is necessitated as a result of alteration work performed by a Unit Owner, the Unit Owner shall bear the expense of preparing and recording the amendment, although the Board shall bear the responsibility of recording such amendment, provided it has approved same in accordance with this Declaration and the By-laws.

(e) Copies of amendments to this Declaration will be furnished by the Board of Managers to Unit Owners (as a General Common Expense) if the amendment is prepared and recorded by the Board of Managers and affects the Condominium as a whole. Amendments filed by the Board of Managers on behalf of a Unit Owner shall be duplicated and distributed to all Unit Owners at the amending Unit Owner's sole cost and expense.

(f) No amendment to this Declaration may be adopted which adversely affects Declarant's rights hereunder with respect to the sale or leasing of Units owned by it or the making of alterations, additions and improvements to Units owned by it, or adversely affects any easements held, owned

or retained by Declarant, or otherwise adversely affects Declarant's rights hereunder in any way whatsoever, without Declarant's prior written consent.

(g) No amendment to this Declaration may be adopted which adversely affects the Community Facility Unit Owners rights hereunder with respect to the sale or leasing of Community Facility Units or the making of alterations, additions and improvements to the Community Facility Units, or otherwise adversely affects Community Facility Unit Owners rights hereunder in any way whatsoever, without prior written consent of the Community Facility Unit Owners.

Section 10.2 Termination and Withdrawal. The Condominium shall not be terminated or withdrawn from the Condominium Act except in accordance with this Declaration, the By-laws, and all laws, ordinances and regulations applicable to the Property at the time termination or withdrawal is desired. In this regard, the Condominium may be terminated following a loss due to casualty or condemnation, as more fully described in the By-laws. In addition, the Condominium may be withdrawn from the provisions of the Condom in i um Act by the affirmative vote of Unit Owners representing at least 80% in number and Common Interest of Units provided such withdrawal shall only be effective with the consent of at least fifty one percent (51%) of the Permitted Mortgagees. If withdrawal of the Condominium from the Condominium Act is authorized as provided in this Section 10.2, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale arising out of the partition action shall be divided among all Unit Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of the Unit Owner's share of such net proceeds, all liens on the Unit Owner's Unit, in the order of priority of such liens.

ARTICLE 11
GENERAL

Section 11.1 Declarant's Rights and Obligations. Nothing contained in the Condominium Instruments shall be deemed to impose upon Declarant any obligation of any nature to build, construct or provide any improvements on the Property. All rights accruing to Declarant hereunder shall also accrue to an affiliate of Declarant, or any entity appointed by Declarant as its designee, or any person or entity succeeding to Declarant's rights hereunder. As used in this Declaration, an affiliate of Declarant shall be deemed to be (i) a person or entity who or which owns more than 10% of the legal or beneficial interest of Declarant, or (ij) an entity with respect to which Declarant owns more than 10% of the legal or beneficial interest, or (iii) an entity owned or controlled directly or indirectly by any of the members of Declarant.

Section 11.2 Resale Fee. The purchaser of a Residential Unit from Declarant (the "Purchaser") covenants and agrees that in the event Purchaser enters into an agreement, written or oral ("Resale Agreement") to resell the Residential Unit prior to the first anniversary of the date Purchaser acquired the Residential Unit at a closing from Declarant (a "Resale"), Purchaser shall be obligated to pay Declarant a portion of the proceeds of the Resale (the "Resale Fee"). Purchaser is required to send Declarant a copy of the Resale Agreement within ten (10) days of agreeing to the Resale. The Resale Fee paid to Declarant shall be equal to 50% of the difference between: (A) the sales price of the Residential Unit per the Resale Agreement less the following expenses actually paid for by the Purchaser (to the extant applicable): (i) brokerage commissions not

exceeding 6% in the aggregate of the Resale Agreement sales price of the Residential Unit, and (ii) transfer taxes imposed by New York City and New York State; and (B) the Purchase Price paid to Declarant for the Residential Unit.

Section 11.3 Invalidity. The invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been made.

Section 11.4 Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce same, irrespective of the number of violations or breaches which may occur.

Section 11.5 Captions. The captions in the Condominium Instruments are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision thereof.

Section 11.6 Conflicts. Conflicts between this Declaration and the By-laws attached hereto shall be resolved in favor of this Declaration. Conflicts between this Declaration and the Condominium Act shall be resolved in favor of the Condominium Act.

Section 11.7 IN WITNESS WHEREOF, Sponsor has caused this Declaration to be executed this __ day 20__.

73 M&C REALTY LLC

By: _____
Name:
Title:

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

On this __day of 20__ before me the undersigned, personally appeared_____ , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

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BY-LAWS

of

73 WOODSIDE MANOR CONDOMINIUM

73-02 WOODSIDE AVENUE

WOODSIDE, NEW YORK

ARTICLE 1.

GENERAL

Section 1.1. Purpose. The purpose of these By-laws is to set forth the rules and procedures governing the operation and conduct of the condominium project known as Factory House Condominium (the "Condominium"). All capitalized terms used in these By-laws and not defined herein, shall have the meanings ascribed to them in the Declaration to which they are annexed.

Section 1.2. Applicability of By-Laws. The provisions of these By-laws are applicable to the Property and to the use and occupancy thereof. The term "Property" as used in these By-laws shall include, in addition to the Land, the Building and all other improvements thereon (including the Units and the Common Elements), all easements, rights and appurtenances belonging thereto, and all other property, personal or otherwise intended for use in connection therewith, all of which are intended to be submitted to the provisions of the Condominium Act.

Section 1.3. Application. All present and future owners, mortgagees, lessees and occupants of Units and their employees, agents and/or licensees, and any other persons who may use the facilities of the Property in any manner are subject to these By-laws, the Declaration and the Rules and Regulations, each as amended from time to time. The acceptance of a deed or conveyance or the entering into (or acceptance of assignment) of a lease or the act of occupancy of a Unit shall constitute an agreement that these By-laws, the Rules and Regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Section 1.4. Address. The address of the Condominium is 73-02 Woodside Avenue, Woodside, New York, 11373.

Section 1.5. Title to Units.

(a) Title to Units may be taken in the name of an individual or in the names 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, limited liability company, partnership, fiduciary, trust, estate, unincorporated association, organization, syndicate, joint venture, government (or any mission, department or agency thereof), or any other entity.

(b) Notwithstanding the foregoing, before any such conveyance to a government or governmental mission, or to a department, agency or consulate of a government, or to any other individual or entity who or which may be entitled under applicable laws, conventions or treaties (including, without limitation, the United States Foreign Sovereign Immunities Act as same may be amended) to any present or future claim to any immunity, whether characterized as sovereign

immunity or otherwise (or diplomatic or consular immunity, if applicable), from any legal or equitable proceedings in the United States of America or elsewhere, may occur or be valid or effective, the Board of Managers may require that certain additional conditions be satisfied.

(c) Specifically, the Board of Managers may require that the potential grantee enter into an agreement with the Board of Managers, on terms acceptable to the Board of Managers and its counsel, in which the potential grantee (i) agrees to a specified arrangement for service of process, (ij) expressly and irrevocably waives, to the full extent permitted by law (including, without limitation, the United States Foreign Sovereign Immunities Act, as same may be amended), with respect to the potential grantee, and with respect to any and all other intended occupants of the Unit, any present or future claim to any immunity, whether characterized as sovereign immunity or otherwise, (and diplomatic and consular immunity, if applicable) from any legal or equitable proceedings in the United States of America or elsewhere, brought by the Board of Managers or any other party claiming with respect to the Unit (including without limitation, immunity from service of process, immunity from jurisdiction of any court or tribunal, and immunity of any of that party's property from attachment prior to entry of judgment and from attachment in aid of execution, and from execution itself, upon a judgment), (iii) agrees that any legal action or proceeding with respect to the Unit may be brought in the courts of the State of New York, and in the City of New York, or in the United States District Court for the Southern District of New York, as the Board of Managers shall elect, and (iii) permits execution and enforcement of any judgment obtained by the Board of Managers.

(d) The Board of Managers may require evidence satisfactory to the Board's counsel, of the authority of the party executing any such agreement to execute it, and confirming the binding nature of any agreement executed by such party.

(e) With respect to any potential grantee which is a governmental entity (i.e., any of the types of parties described in Section l.5(b) above), or a corporation, limited liability company, partnership, trust or other entity including, without limitation, those itemized in Section 1.S (a) above, the Board of Managers shall have the right and authority to require personal guarantees and/or such other assurances and security as the Board of Managers shall reasonably deem necessary to insure that Common Charges due with respect to the Unit are paid and other obligations respecting the Unit are satisfied.

ARTICLE 2.

BOARD OF MANAGERS

Section 2.1. Number and Qualification.

(a) The affairs of the Condominium shall be governed by a Board of Managers (the "Board of Managers" or the "Condominium Board"). The Board of Managers shall comprise Representatives of both the Residential and Community Facility Unit Owners. The initial Board of Managers shall consist of two persons designated by the Declarant. These individuals shall hold office until their successors shall have been installed at the first annual meeting of Unit Owners held pursuant to Section 3.1 of these By-laws, at which time a five (5) member Board of Managers shall be established in accordance with these By-laws. Of the five (5) members, four (4) individuals shall be appointed or elected by the Residential Unit Owners (the "Residential Representatives") and one (1) individual shall be elected or appointed by the Community Facility Unit Owners as their Representative (the "Non-Residential Representative or Community Facility Representative").

(b) At all annual meetings of Unit Owners, Declarant, its successor and/or its designee shall be entitled to vote for nominees for election to the Board in accordance with Declarant's, its successor's and/or its designee's ownership of Units. While Declarant, its affiliate, designee or successor owns Residential Units representing at least 25% in Residential Common Interests, Declarant its affiliate, designee or successor may appoint a majority of the Residential Representatives of the Board of Managers. However, after the earlier of (i) conveyance of title to Residential Units representing 76% in Residential Common Interests, or, (ii) provided Declarant has conveyed title to Residential Units representing at least 51 % in Residential Common Interests, the 5th annual anniversary of the First Unit Closing, Declarant will not have the right to appoint a majority of the Residential Representatives pursuant to this Paragraph. While Declarant, its affiliate, designee or successor collectively continue to own (i) Residential Units representing less than 25% but at least 10% in Residential Common Interests, Declarant, its affiliate, designee or successor shall have the right to appoint two (2) members of the Residential Representatives, and (ii) Residential Units representing less than l0% in Residential Common Interests but at least one Residential Unit, Declarant shall have the right to appoint one (1) of the members of the Residential Representatives.

(c) Notwithstanding anything in these By-laws to the contrary, whenever Declarant shall have the right to designate more than one member of the Board, the Residential Representatives or the Non-Residential Representative, Declarant may appoint one person to serve on the Board, the Residential Representatives or the Non-Residential Representative and that person shall have the same rights and votes as would have been available to Declarant had Declarant appointed separate Board, Residential Representatives or Non-Residential Representative members.

(d) So long as Declarant, its successor and/or its designee continues to own at least one Unit, the number of members of the Residential Representatives, Non-Residential Representative and the Board of Managers may not be changed without the prior consent of Declarant, its designee, affiliate and/or designee.

(e) The number of members of the Board of Managers may not be changed without the prior consent of the Non-Residential Unit Owners.

(f) All members of the Residential Representatives of the Board of Managers, other than the appointees of Declarant, its successor, affiliate or designee(s), shall be Unit Owners or spouses of Unit Owners (in the case of individual Unit Owners), or shall be the designee of a Permitted Mortgagee of a Unit. In the case of partnership Owners or mortgagees, the Board member shall be a general partner of such partnership (and, if the general partner is a corporation or partnership, shall be an officer, director, shareholder, or partner of such corporate or partnership general partner, as applicable). In the case of corporate Unit Owners or mortgagees, the Board member shall be an officer, director, or shareholder of such corporation. In the case of limited liability company Owners or mortgagees, the Board member shall be a member of such company or a principal of a member of the company. With respect to any other type of Unit Owner or mortgagee that is an entity, the Board member must be an individual principal, member, or other authorized designee of the Unit Owner or mortgagee. With respect to multi-party Residential Unit Owners (i.e., spouses, partners), only one person per Unit may be a member of the Board of Managers. The Non-Residential Representative need not be a Non-Residential Unit Owner, nor must he or she have any of the relationships to the Non-Residential Unit Owners set forth above, but he or she must be the elected or appointed Representative of the Non-Residential Unit Owners. To be

authorized to vote as a Board member, a Unit Owner must not be in default of any payment of Common Charges and other assessments.

(g) If a member of the Board of Managers ceases to meet the qualifications for membership set forth in the previous paragraph, he or she shall be deemed to have resigned from the Board effective as of the date such ownership, stock ownership, partnership, mortgage or other qualifying interest ceased.

Section 2.2. Term of Office.

(a) The term of office of members of the Residential Representatives of the Board of Managers elected at the first annual meeting of Unit Owners shall be two (2) years for two (2) members and one year for two (2) members, or until their respective successors are elected or appointed. The two (2) candidates receiving the highest number of votes shall serve the two-year terms, and the two (2) candidates receiving the next highest number of votes shall serve the one-year terms. Thereafter at all annual meetings, candidates will be elected for two-year terms. Declarant's appointees to the Residential Representatives shall serve one-year terms while they are members of the Residential Representatives.

(b) The term of office of the Non-Residential Representative of the Board of Managers elected or appointed at the first annual meeting of Unit Owners shall be two (2) years, or until its successor is elected or appointed.

(c) Members of the Board of Managers may serve for more than one term.

(d) When in accordance with these By-laws the number of Declarant-appointed members of the Residential Representatives is to decrease as a result of Declarant's decreased ownership, the Declarant-appointed Board member shall step down at the end of his or her term (or sooner if Declarant or its designee shall so direct). Likewise, when Declarant, its successor and its designee no longer own any Residential Units, Declarant's appointee to the Residential Representatives shall step down at the end of his or her term (or sooner, if Declarant or its designee so directs). A successor to a departing Declarant-appointee shall be elected by the Residential Unit Owners at an annual meeting or at a special meeting of Unit Owners, as the Board or the timing of the Declarant-designee's resignation shall dictate, for a term of one year or two years, as determined by the remaining members of the Residential Representatives, to insure that terms of not more than two (2) members of the Residential Representatives expire in anyone year.

Section 2.3. Resignation and Removal of Members of the Board of Managers.

(a) Members of the Board of Managers may resign at any time by giving notice in writing to the Board. Unless otherwise stated in the notice, the resignation shall be effective immediately.

(b) At any regular or special meeting of Residential Unit Owners, anyone or more of the members of the Residential Representatives, other than a member appointed or elected by Declarant or its designee, may be removed with or without cause by a majority of the Residential Unit Owners and a successor to any such Residential Representatives member may then and there or thereafter be elected by the Residential Representatives to fill the vacancy thus created, provided notice of such proposed removal was given to the Board member and in the notice of the meeting. Any member of the Board appointed by Declarant or its designee may be removed by Declarant or its designee, without notice, for any reason and

by a majority of the Unit Owners (with notice) for cause. The Non-Residential Representative may be removed by the unanimous decision of the Community Facility Unit Owners without notice for any reason and by the Residential Unit Owners (with notice), for cause. Any member of the Board of Managers whose removal has been proposed shall be given an opportunity to be heard at the meeting (except for Declarant appointed members being removed by Declarant, as to whom no such opportunity need be given). Regardless of whether a Declarant-appointee to the Board is removed by Declarant, Declarant's designee or the Unit Owners, only the Declarant or its designee shall have the right to designate a replacement for such Declarant-appointee. Similarly, only the Community Facility Unit Owners shall have the right to designate a replacement for the Non-Residential Representative who has been removed from the Board.

Section 2.4. Vacancies. Subject to the provisions of Section 2.3 above, vacancies in the Residential Representatives of the Board of Managers caused by any reason shall be filled by vote of a majority of the remaining Residential Representatives members at a special meeting of the Residential Representatives held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum. Each person so elected shall be a member of the Residential Representatives of the Board of Managers for the remainder of the term of the predecessor member and until a successor shall be elected. Subject to Section 2.3 above, a vacancy caused by death, resignation or otherwise of the Non-Residential Representative, shall be fi lied by vote or appointment of the Community Facility Unit Owners at a meeting called for that purpose promptly after the occurrence of the vacancy. Any person so elected shall be the Non-Residential Representative for the remainder of the term of the predecessor member and until a successor shall be elected or appointed. Notwithstanding the foregoing, vacancies in the Board of Managers caused by death, resignation or otherwise of members appointed by Declarant, its successor or its designee, shall be filled only by appointment by Declarant, its successor or its designee.

Section 2.5. Powers and Duties.

(A) Board of Managers Generally: The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Declaration or by these By-laws may not be delegated to the Board of Managers by the Unit Owners. All determinations however, which (i) affect only the Residential Area and do not "adversely affect" the Non-Residential Area or the use of the Non-Residential Units for their permitted purposes, may be made by the Residential Representatives, and (ii) affect only the Community Facility Area and do not "adversely affect" the Residential Area, Parking Area or Storage Area or the use of the Residential Units or Parking Units for their permitted purposes, may be made by the Non-Residential Representative. All other determinations with respect to administration of the affairs of the Condominium including, without limitation, determinations which (i) relate to the Non-Residential Area and adversely affect the Residential Area, or (ii) relate to the Residential Area and adversely affect the Non-Residential Area, or (iii) relate to or affect the General Common Elements (including, but not limited to, establishment of General Common Charges), or (iv) , relate to either the Parking Area or the Storage Area, shall be made by the full Board of Managers. A dispute with respect to whether the determination of one component of the Condominium adversely affects the other component of the Condominium shall not be deemed to exist unless the objecting party specifies the ground for its objection in writing to the other party within ten (10) days of receipt by it of notice of such determination. Both the Residential Representatives and the Non-Residential Representative shall have a duty to notify

each other in writing each time a determination is made by one of them that might reasonably be expected to have a material impact on the Residential Area, Parking Area or Storage Area, if the determination is by the Non-Residential Representative, or on the Non-Residential Area, if the determination is by the Residential Representatives (See Section 2.17 of these By-laws in this regard.). Determinations and tasks affecting the Parking Units shall be administered and managed by the Board of Managers and not by either the Residential Representatives or the Non-Residential Representative alone. Subject to the foregoing, the powers and duties of the Board of Managers shall include, but shall not be limited to, the following:

(a) Operation, care, upkeep, maintenance, repair, replacement, and cleaning of the General Common Elements.

(b) Determination of the General Common Charges required to pay for the General Common Expenses of the Condominium, and determination of the portion of General Common Expenses to be paid by the Residential Unit. Owners as part of their Residential Common Charges and the portion of General Common Expenses to be paid by the Nonresidential Unit Owners as their Non-Residential Common Charges.

(c) Collection of delinquent General Common Charges and other assessments from Unit Owners and expenditure of same to pay General Common Expenses.

(d) Employment and dismissal of the personnel necessary for maintenance and operation of the General Common Elements.

(e) Adoption and amendment of the Rules and Regulations covering operation and use of the Property, subject to prior approval by the Residential Representatives of Rules and Regulations governing the use of the Residential Area, Parking Area and Storage Area, and subject to the prior approval by the Non-Residential Representative of Rules and Regulations governing the use of the Non-Residential Area, and seeking of damages and impositions of fines from Unit Owners for violations of Rules and Regulations. However, neither the Board of Managers, the Residential Representatives or the Non-Residential Representative may enact rules or regulations or perform any acts, or make any other provisions that would interfere with Declarant's, its successor's, affiliates, and/or designee's rights set forth in these By-laws or in the Declaration.

(f) Opening and maintenance of bank accounts on behalf of the Condominium and designating the signatories required therefor.

(g) Purchasing or leasing or otherwise acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, Residential or Non-Residential Units offered or sale or lease, and Residential or Non-Residential Units surrendered by their owners to the Board of Managers.

(h) Purchasing a Residential or Non-Residential Unit at foreclosure or other judicial sale in the name of the Board of Managers, or its designee, corporate or otherwise.

(i) Acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners, rights, and interests in real and personal property for use in connection with the ownership and operation of the Property.

(j) Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of members of the Board of Managers), or otherwise dealing with Residential or Non-Residential Units acquired by the Board of Managers or its designee, corporate or otherwise.

(k) Organizing corporations to act as designees of the Board of Managers in acquiring title to or leasing of Residential or Non-Residential Units or rights and interests in real and personal property.

(l) Procuring and maintaining insurance for the Property, pursuant to the provisions of Article 6 hereof.

(m) Making ordinary repairs, restorations, additions and improvements to or alterations of the General Common Elements and making repairs to and restoration of the Property after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(n) Borrowing money and thereby incurring debt on behalf of the Condominium in connection with the operation, care, upkeep and maintenance of, or the making of repairs, replacements, restorations, improvements or additions to or alterations of, the General Common Elements, working capital, bad debts and unpaid Common Charges, depreciation, obsolescence or similar purposes, or otherwise in connection with any permitted action or activity of the Board. However, (i) the consent of Unit Owners representing at least a majority in number and Common Interest authorized to vote and present in person or by proxy and voting at a meeting duly called and held for such purpose in accordance with the provisions of these Bylaws, shall be required for the borrowing of any sum in excess of $500,000 in anyone fiscal year (regardless of the balance of loans outstanding from previous years) and (ii) no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant Common Interest without the consent of the Owner of the Unit so affected, subject to the provisions of subparagraph (p) below. If any sum is owed by the Board of Managers on behalf of the Condominium pursuant to the authority contained in this paragraph (n) or elsewhere in these Bylaw is not repaid by the Board, a Unit Owner who pays to the creditor such Unit Owner's proportionate share of the sum based on such Unit Owner's Common Interest, shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against the Unit Owner's Unit. The foregoing sentence shall be deemed incorporated into each and every loan agreement or promissory note entered into or made by the Board of Managers pursuant to the authority granted it in the Condominium Instruments.

(o) In addition, in connection with a debt incurred by it pursuant to the foregoing paragraph, the Board of Managers, on behalf of the Unit Owners, may (i) assign to the lender the Board's rights in and to future General Common Charges, (ii) create a security interest in, assign, pledge, mortgage or otherwise encumber funds or other real or personal property that the Board holds, (iii) agree that, to the extent of any amounts due under any provisions of the agreements pursuant to which the debt was incurred, and subject to the provisions of Section 339-I of the Condominium Act, all Common Charges received and to be received by the Board of Managers, and the right to receive such funds, shall constitute trust funds for the purpose of paying such debt and such funds shall be expended for such purpose before expending any part of the same for any other purpose, and (iv) agree that at the lender's direction the Board will increase General Common Charges to the extent necessary to pay any amount when due under any of the provisions of the agreements pursuant to which the debt was incurred. The foregoing sentence shall not be construed to authorize the Board of Managers to create a lien on any Common Elements. Any such assignment may provide, subject to the provisions of subparagraph (o) above, that in the event of a default, the lender shall have the right of the Board of Managers to file liens in the lender's name on Units for unpaid General Common Charges in accordance with these By-laws and Section 339-

z and 339-aa of the Condominium Act, and to foreclose such liens pursuant to Section 339-aa of the Condominium Act and pursuant to these By-laws.

(p) Levying fines or taking other action against Unit Owners for violations of the Rules and Regulations governing the operation and use of the Property. Fines shall be considered General Common Charges payable by the Unit Owner against whom they are assessed.

(q) Adjusting and settling claims under insurance policies obtained pursuant to Article 6 hereof, and executing and delivering releases upon settlement of such claims on behalf of all Unit Owners.

(r) Execution, acknowledgment and delivery of (i) any declaration or other instrument affecting the Property which the Board of Managers deems appropriate or necessary to comply with any law, ordinance, regulation, zoning resolution or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Property, or (ii) any consent, covenant, restriction, easement or declaration affecting the Property which the Board of Managers deems necessary or appropriate.

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

(t) Execution, acknowledgment and delivery of any documents or other instruments necessary to commence, pursue, compromise or settle certiorari proceedings to obtain reduced real estate tax assessments with respect to Units as agent for each Unit Owner who has given appropriate written authorization (and to retain counsel in connection therewith on behalf of all such Unit Owners), provided that each such Unit Owner indemnifies the Board of Managers from and against all claims, costs and expenses (including, without limitation, reasonable attorneys' fees) resulting from such proceedings.

(u) Determining to license portions of the Common Elements for the exclusive use of specific Unit Owners for storage purposes or to a particular Unit Owner by reason of that Owner's ownership of a particular Unit or Units, to charge a fee for such use, to treat such fee as an assessment by the Board and to enter into a license agreement with any Unit Owner desiring to use such space, setting forth the terms of the license, provided such license does not prevent any other Unit Owners access to any usable and otherwise accessible Residential Common Elements such as the outdoor recreational area, gym/recreational area, the bike room or the children's room/area. In the event any license does in fact prevent any other Unit Owner(s) access to any usable and otherwise accessible Residential Common Elements such as the outdoor recreational area, gym/recreational area, the bike room or the children's room/area, the Board shall first obtain the consent of such affected Unit Owner(s) prior to such license.

(v) Enforcing obligations of all Unit Owners.

(B) Residential Representatives: The Residential Representatives shall be entitled, to the extent permitted by law, and by the provisions of Section 2.S(A) of these By-laws, to make determinations and undertake certain of the foregoing tasks on behalf of the Board of Managers, insofar as said determination and tasks affect only the Residential Area and do not adversely affect

the Non-Residential Units. Thus, subject to the foregoing, the determinations and actions the Residential Representatives may make, include without limitation, those concerning:

(a) Operation, care, upkeep, maintenance, repair, replacement, and cleaning of the Residential Area.

(b) The amount of Residential Common Charges subject, however, to determination by the Board of Managers of the Residential Area's share of General Common Charges, and collection of Residential Common Charges and payment of portion of same attributable to General Common Charges to the Board of Managers.

(c) Employment and dismissal of the personnel necessary for the maintenance and operation of the Residential Area.

(d) Making ordinary repairs, restorations, additions and improvements to, or alteration of, the Residential Common Elements.

(e) Making repairs to and restorations· of the Residential Area or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings.

(f) Enforcing obligations of Residential Unit Owners.

(C) Non-Residential Representative: The Non-Residential Representative shall be entitled, to the extent permitted by law, by the provisions of Section 2.5(A) of these By-laws, to make determinations and undertake certain tasks ascribed to the Board of Managers in Section 2.5(A) of these By-laws, on behalf of the Board of Managers, insofar as said determinations and tasks affect only the Community Facility Units and do not adversely affect the Residential Area, Parking Area or Storage Area. Thus, subject to the foregoing, the determinations and actions the Non-Residential Representative may make, include, without limitation, those concerning:

(a) Operation, care, upkeep, maintenance, repair, replacement, and cleaning of the Non-Residential Area.

(b) The amount of Non-Residential Common Charges, subject, however, to determination by the Board of Managers of the Non-Residential Unit Owners' share of General Common Charges, and collection of Non-Residential Common Charges and payment of the portion of same attributable to General Common Charges to the Board of Managers.

(c) Employment and dismissal of the personnel necessary for the maintenance and operation of the Non-Residential Area.

(d) Making ordinary repairs, restorations, additions and improvements to, or alteration of, the Non-Residential Common Elements.

(e) Making repairs to and restorations of the Non-Residential Area or parts thereof damaged or destroyed by fire or other casualty or necessitated as a result of condemnation or eminent domain proceedings.

(f) Enforcing obligations of Non-Residential Unit Owners.

(D) Action by Residential Representatives or Non-Residential Representative: Any action required or permitted to be taken pursuant to the provisions of these By-laws or the Declaration by either the Residential Representatives or the Non-Residential Representative may, if permitted by

law, be taken by either the Residential Representatives or the Non-Residential Representative in their own name or in the name of the Board of Managers, or, if required by law, shall be taken by the Board at the request of the Residential Representatives or the Non-Residential Representative, as applicable. The Board of Managers shall, upon request, execute, acknowledge and deliver any and all instruments, documents or applications in connection with any permitted actions taken by the Residential Representatives or the Non-Residential Representative in the name of the Board, provided, however, that the party taking such action shall be deemed to indemnify and hold harmless the other and, in the case of action taken by the Non-Residential Representative, the Non-Residential Representative shall also indemnify and hold harmless the Residential Unit Owners from any expense or liability thereof or therefrom.

(E) Actions Where No Consent Is Necessary: Notwithstanding anything to the contrary contained in these By-laws, (a) no action which is taken or omitted to be taken by or on behalf of the Residential Representatives or Residential Unit Owners shall be deemed to adversely affect in any way the Non-Residential Area or the use of the Non-Residential Units for their permitted purposes and thus shall not require the consent or approval of the Non-Residential Representative or the Non-Residential Unit Owners unless the use of any portion of the Residential Area would result in or involve a violation of the provisions of Section 7.6 of these By-laws, and (b) no action which is taken or omitted to be taken by or on behalf of the Non-Residential Representative or the Community Facility Unit Owners shall be deemed to adversely affect in any way the Residential Area, Parking Area or Storage Area or the use of Residential Units or Parking Units for their permitted purposes and thus shall not require the consent or approval of the Residential Representatives or Residential Unit Owners unless the use of any portion of the Non-Residential Area would result in or involve a violation of the provisions of Section 7.6 of these By-laws.

(F) Limitations During Period of Declarant Control: Notwithstanding anything to the contrary contained in these By-laws, until Declarant, its successor, affiliate or designee conveys title to all Units offered pursuant to the Offering Plan, but for no longer than a period of five (5) years after the date of the First Unit Closing under the Offering Plan, neither the Residential Representatives nor the Board of Managers may, without the prior written consent of Declarant, its successor, affiliate and/or designee, (i) make or permit to be made any addition, alteration or improvement to the General Common Elements, Residential Common Elements or Limited Common Elements appurtenant to Residential Units, or to any Unit owned by Declarant, its successor, affiliate and/or designee or (ii) assess any Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund (however, Declarant will not unreasonably withhold consent to additions to any contingency reserve provided for in Schedule B to the Offering Plan to the extent the aggregate amount of said reserve does not in anyone fiscal year of the Condominium exceed 3% of the operating expenses of the Condominium for that year), or (iii) borrow money on behalf of the Condominium (except where necessary to perform work required by law to the extent the existing reserves are insufficient), or (iv) amend the Declaration or By-laws so as to affect Declarant, its successor and/or its designees adversely in any way, or (v) increase the number of employees from those described in Schedule B to the Offering Plan. Declarant, its successor, affiliate, and designee shall have the right to withhold its consent to any of the foregoing actions.

Section 2.6. Managing Agent and Manager. The Board of Managers may employ for management of the Condominium a managing agent and/or a manager (which managing agent may be Declarant, its successor, affiliate and/or designee) at a reasonable and fair compensation

established by the Board of Managers, to perform such duties and services as the Board of Managers shall authorize. The Board of Managers may delegate to the manager or managing agent the power in subdivisions A(f), (B)(g) and (C)(g) of Section 2.5 of these By-laws, provided that the Board retains the power to designate the signatories on any account opened pursuant thereto, and may delegate such other tasks as hiring and firing employees, obtaining insurance policies, forming corporations and entering into contracts and leases for services and repairs to Common Elements, provided the Board retains the right to consent to the action or contract prior to execution of the task or contract.

Section 2.7. Organizational Meeting. The first meeting of the members of the Board of Managers following each annual meeting of the Unit Owners shall be held either immediately following the adjournment of the annual meeting or within thirty (30) days thereafter at such time and place as shall be fixed by a majority of the members of the Board of Managers and no notice shall be necessary to the newly elected members of the Board of Managers in order legally to constitute such meeting, provided a majority of the whole Board of Managers was present at the time the date was selected, or is present at the meeting itself.

Section 28. Regular Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Managers. Regular meetings of the Residential Representatives shall be held at such time and place as shall be determined from time to time by a majority of the members of the Residential Representatives. Notice of regular meetings of the Board of Managers shall be given to each member of the Board of Managers, and notice of regular meetings of the Residential Representatives shall be given to each member of the Residential Representatives, as applicable (i.e., depending on the meeting being called), personally or by mail, telephone or telegraph, at least three (3) business days prior to the day named for such meeting. The foregoing shall not be construed to mean that notice of meetings of the Residential Representatives must be given to the Non-Residential Representative.

Section 2.9. Special Meetings. Special meetings of the Board of Managers or the Residential Representatives may be called by the President on not less than three (3) business days' notice to each member of the Board of Managers or the Residential Representatives, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Managers also shall be called by the President or Secretary (in like manner and on like notice), on the written request of at least three (3) members of the Board of Managers.

Section 2.10. Waiver of Notice; Telephone Participation.

(a) Any member of the Board of Managers, the Residential Representatives, or the Non-Residential Representative may at any time waive notice of any meeting of the Board of Managers, or Residential Representatives, in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Managers or the Residential Representatives or the Non-Residential Representative at any meeting of the Board, or Residential Representatives shall constitute a waiver of notice by him or her of the time and place thereof.

(b) Anyone or more members of the Board of Managers or the Residential Representatives or the Non-Residential Representative or any member of either group may participate in a meeting of the Board, or the Residential Representatives by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting

to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting.

(c) If members representing a quorum of the Board of Managers, or the Residential Representatives, as applicable, are present at any meeting of the Board, or the Residential Representatives, respectively, no notice shall be required and any business may be transacted at such meeting.

Section 2.11. Quorums, Determinations and Adjournments.

(a) Except as otherwise set forth in these By-laws, all determinations of the Board of Managers, or Residential Representatives, shall be made at a meeting of the Board, or Residential Representatives, as applicable, at which a quorum is present. At all meetings of the Board of Managers, or the Residential Representatives a majority of the members thereof shall constitute a quorum for the transaction of business. The vote of a majority of the members of the Board of Managers present at a Board meeting, or a majority of the members of the Residential Representatives present at a meeting of the Residential Representatives, at which a quorum is established, shall constitute the decision of the Board of Managers, or the Residential Representatives, as applicable. Notwithstanding the foregoing, if a vote held at a meeting of the Board of Managers at which the Non-Residential Representative is not present, purports to authorize action adversely affecting any Non-Residential Unit, a quorum shall not be deemed to have been established at that meeting. In such event, the vote taken at that meeting shall be voidable at the option of the Non-Residential Representative, by written notice given to the Board by the Non-Residential Representative within ten (10) days after the vote is taken.

(b) If at any meeting of the Board of Managers, or the Residential Representatives, there shall be less than a valid quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjournment meeting at which a valid quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

(c) Any action required or permitted to be taken by the Board of Managers, or the Residential Representatives or any members of either group, may be taken without a meeting if all members of the Board, the Residential Representatives, or the members of either group, consent in writing to the adoption of a resolution authorizing such action and the writing or writings are filed with the minutes of the proceedings of the Board, or the Residential Representatives.

(d) When the Residential Representatives and the Non-Residential Representative, each acting in accordance with the provisions of this Article 2, have made the same determination as to any matter which is required or permitted to be determined by the Board of Managers, such determination shall constitute the determination of the Board of Managers. No meeting of the Board of Managers as such shall be necessary for such determination to be deemed made by the Board of Managers, provided that copies of the determinations of the Residential Representatives and the Non-Residential Representative are filed with the records of the Board of Managers.

Section 2.12. Fidelity Bonds. The Board of Managers will obtain adequate fidelity bonds for all members of the Board of Managers, the Residential Representatives, the Non-Residential Representative, and for officers of the Board of Managers, and employees of the Condominium and of the managing agent handling or responsible for Condominium funds. The premiums on such bonds shall constitute a General Common Expense.

Section 2.13. Compensation. No member of the Board of Managers shall receive any compensation from the Condominium for acting as such unless the Unit Owners amend these By-laws to provide otherwise. However, these By-laws shall not be amended to provide otherwise while Declarant, its successor or its designee owns at least one Unit.

Section 2.14. Liability of the Board of Managers and Officers of the Condominium.

(a) The members and officers of the Board of Managers, the Residential Representatives, and the Non-Residential Representative shall not be liable to the Unit Owners except for their own individual willful misconduct or bad faith actions or bad faith failures to act. The Unit Owners shall indemnify and hold harmless each of the members and officers of the Board of Managers, the Residential Representatives and the Non-Residential Representative against all loss, damage or liability that a Board member, or officer incurs arising from his or her acts as, or by reason of the fact that such person was, a member of the Board of Managers, a member of the Residential Representatives, the Non-Residential Representative, an officer of the Condominium, as applicable, except with respect to liability arising from willful misconduct, bad faith actions or bad faith failures to act.

(b) Members of the Board of Managers, members of the Residential Representatives and the Non-Residential Representative shall have no personal liability with respect to any contract made by them as the Board of Managers or the Residential Representatives or the Non-Residential Representative within the scope of their authority or believed by them in good faith to be within the scope of their authority. The liability of any Unit Owner arising out of any contract made by the Board of Managers, the Residential Representatives or the Non-Residential Representative or out of the aforesaid indemnity in favor of the members of the Board of Managers, the Residential Representatives and the Non-Residential Representative, shall be limited to the Unit Owner's proportionate share of the total liability based on the Unit Owner's Common Interest. If such liability pertains only to the Residential Area, then liability shall be limited to such Unit Owner's proportionate share of liability based on Residential Common Interest. If liability pertains only to the Non-Residential Area, liability shall be limited to such proportionate share of liability as the Non-Residential Unit Owner's Common Interest bears to the aggregate Common Interest of all other Non-Residential Unit Owners.

(c) Every agreement made by the Board of Managers or by the managing agent or by the manager on behalf of the Condominium (or by the Residential Representatives on behalf of the Residential Unit Owners, and Parking Unit Owners, or by the Non-Residential Representative on behalf of the Non-Residential Unit Owners), shall provide or be deemed to provide that the members of the Board of Managers, the Residential Representatives, the Non-Residential Representative 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 thereunder (except as Unit Owners, if applicable), and that any liability of a Unit Owner thereunder shall be limited to such proportion of the total liability thereunder as computed in accordance with said Unit Owner's Common Interest, or in accordance with said Unit Owner's Residential Common Interests if it concerns a Residential Unit, and to such percentage of liability as the Owner's Common Interest bears to the aggregate Common Interest of all Non-Residential Units, if it concerns a Non-Residential Unit.

Section 2.15. Committees. The Board of Managers, the Residential Representatives, and the Non-Residential Representative may by resolution create Committees as they shall deem

appropriate and such Committee shall each consist of at least two members of the Board and shall each have such powers

and authority as the Board of Managers, Residential Representatives, or Non-Residential Representative shall vest therein. The members of any such Committee, at least one of whom shall be appointed by Declarant, its successor, affiliate or its designee, so long as Declarant, its successor, affiliate or designee has the right to appoint a member of the Board, shall be appointed by the President of the Condominium. Such Committee shall have and may exercise all the powers of the Board of Managers in the management of the business and affairs of the Condominium during the intervals between the meetings of the Board of Managers insofar as may be permitted by law, except that the Committee shall not have power (a) to determine the General Common Charges and General Common Expenses required for the affairs of the Condominium, (b) to adopt or amend the Rules and Regulations, or (c) to exercise any of the powers set forth in subdivisions g, h, i, j, o, p, r, s, t and u of Section 2.5(A) of these By-laws. Section 2.16. Rules and Regulations. Rules and Regulations concerning the use of the Units and the Common Elements may be promulgated and amended from time to time by the Board of Managers provided that copies are furnished to each Unit Owner not less than 5 days prior to the time that they become effective. Any rule or regulation may be rescinded by vote of a super majority (80% of all Unit Owners) of the Unit Owners at a meeting duly called for that purpose. The initial Rules and Regulations are attached as Exhibit A to these By-Laws for convenience, and are not thereby made part of these By-Laws. The Rules and Regulations may thus be expanded or otherwise modified by the Board of Managers in the ordinary course of business, without the formality of amending the By-laws. Each Unit Owner must comply strictly with the By-laws and the Rules and Regulations, and the resolutions and decisions adopted pursuant thereto. Failure to comply with any of same shall be grounds for action to recover sums due, for damages or injunctive relief, or both, by the Board of Managers, or in a proper case, by an aggrieved United Owner. In the case of repeated or flagrant violations, the Board may ask the offending Unit Owner for sufficient surety for future compliance.

ARTICLE 3.

UNIT OWNERS

Section 3.1. Annual Meetings.

(a) Subject to one or more reasonable extensions of such period that Declarant may determine, within approximately sixty (60) days after the earlier of (i) conveyance of title by Declarant to no less than 51 % of the Residential Units established upon the recording of the Declaration, or (ii) the second annual anniversary date of the First Unit Closing under the Offering Plan, Declarant shall call and conduct the first annual meeting of the Unit Owners. Declarant reserves the right, however, to call the first annual meeting at such earlier date as Declarant shall in its discretion select. Thereafter, annual meetings of the Unit Owners shall be held within approximately three weeks of the anniversary of the first annual meeting.

(b) At all annual meetings the Non-Residential Representative shall be appointed or elected, as applicable, by the Community Facility Unit Owners, and the Residential Representatives shall be elected by voice vote or by ballot of the Residential Unit Owners in accordance with the requirements of Article 2 of these By-laws.

(c) Subject to the provisions of Article 2 above, so long as Declarant, its successor or its designee owns (i) Residential Units representing at least 25% in Residential Common Interests,

Declarant, its successor, affiliate or designee shall have the right, but not the obligation, to appoint a majority of members to the Residential Representatives, (ii) Residential Units representing less than 25% but at least 10% in Residential Common Interests, Declarant, its successor, affiliate and/or designee shall have the right to appoint two (2) members of the Residential Representatives, and (iii) Residential Units representing less than 10% in Residential Common Interests but at least one Residential Unit, Declarant, its successor, affiliate and/or designee shall have the right to appoint one (I) member of the Residential Representatives. All other members of the Residential Representatives shall be elected by the Residential Unit Owners including Declarant, its successor, and/or its designee. The Unit Owners may transact such other business at annual meetings as may properly come before them.

Section 3.2. Place of Meetings. Meetings of 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 3.3. Special Meetings. It shall be the duty of the President of the Board of Managers to call a special meeting of all Unit Owners or the Residential 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 35% in Common Interest, in the aggregate, of all Unit Owners, with respect to calling meetings of all Unit Owners, or not less than 35% in number and Residential Common Interests, in the aggregate, of the Residential Unit Owners, with respect to calling meetings of Residential Unit Owners. The notice of any 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 3.4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the Unit Owners at least ten (10) but not more than forty (40) 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 Property 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 fifteen days prior to such meeting and the notice shall be accompanied by the text of the proposed amendment. The mailing of a notice of meeting by regular mail or by certified mail return receipt requested in the manner provided in this Section shall be considered service of notice.

Section 3.5. Adjournment of Meetings. If any meeting of Unit Owners cannot be held because a quorum has not attended, a majority 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 three (3) business days from the date the original meeting was scheduled. Notice of the date, time, and location of the adjournment meeting shall be given to each Unit Owner in writing by mail, telegraph, or personal delivery, at least three business days prior to the date of the adjournment meeting. At any such adjournment meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 3.6. Order of Business. 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 (when so requested).

(h) Election of members of the Board of Managers (when so required).

(i) Unfinished business.

(j) New business.

Section 3.7. Voting.

(a) Each Unit Owner (except the Board of Managers or its designee voting at a meeting to elect members of the Board of Managers but including Declarant, its successor, affiliate and/or designee with respect to each Unit they own), shall be entitled to cast one vote either in person or by proxy for each .1% of Common Interest attributable to said Owner's Unites), for each item voted upon at each meeting of all Unit Owners. Accordingly, the total number of votes that may be cast at meetings of all Unit Owners is 1,000. Votes attributable to one Unit may not be cumulated or split.

(b) Each Residential Unit Owner (except the Residential Representatives, the Board of Managers or their designee voting at a meeting to elect member(s) of the Residential Representatives but including Declarant, its successor and its designees with respect to each Residential Unit they own), shall be entitled to cast one vote either in person or by proxy for each .1 % of Residential Common Interests attributable to said Unit Owner's Residential Unites) for each item voted upon at all meetings of Residential Unit Owners. Accordingly, the total number of votes that may be cast at meetings of all Residential Unit Owners is 1,000. Votes attributable to one Unit may not be split or cumulated.

(c) For so long as there shall be one (1) Non-Residential Unit Representative, the Community Facility Unit Owners will elect by unanimous vote or by appointment the Non-Residential Unit Representative. In the event these By-laws are amended (in accordance with the provisions set forth herein) to provide for additional Non-Residential Representatives, the Non-Residential Unit Owners (except the Non-Residential Representative, the Board of Managers, or their designee) voting at a meeting to elect the Non-Residential Representatives, shall be entitled to cast one vote for each .1 % of the Unit's proportionate Non-Residential common interest (i.e., which percentage is derived by dividing the Unit's Common Interest by the aggregate Common Interest allocated to all Non-Residential Units), for each item voted on at all meetings of Non-Residential Unit Owners. Accordingly, the total number of votes that may be cast at meetings of all Non-Residential Unit Owners is 1,000. Votes attributable to one Unit may not be split or cumulated.

(d) Each Unit Owner or a party designated by the Unit Owner to act as proxy on the Unit Owner's behalf, shall be entitled to cast the votes attributable to said Unit Owner's Unit at meetings of Unit Owners. Those owning a Unit jointly or in common must act unanimously and may not cast more than one vote for each .1 % of Common Interest or Residential Common Interests or

Non-Residential common interests attributable to the Unit, and may not split or cumulate said votes.

(e) Elections of members of the Residential Representatives by the Residential Unit Owners and, if applicable, election of the Non-Residential Representative by the Community Facility Unit Owners, shall be by plurality vote. At all elections for members of the Residential Representatives or Non-Residential Representative, as applicable, a Residential Unit Owner or Community Facility Unit Owner, respectively, may cast the votes attributable to said Unit Owner's Units for each manager to be elected. Thus, if three managers are to be elected by the Residential Unit Owners, the votes may be cast three times, and in no event can the votes be split, cumulated, or cast together for one or more of the managers to be elected. The Non-Residential Unit Owners may not vote for members of the Residential Representatives and Residential Unit Owners may not vote for the Non-Residential Representative.

Section 3.8. Proxies. Each Unit Owner shall be entitled to vote by proxy at any meeting of Unit Owners. The designation of any such proxy shall be in writing and shall be filed with the Secretary at or prior to the meeting in which the same is to be used. Such proxy shall be valid only for such meeting or subsequent adjournment meetings thereof. Such proxy shall, however, be revocable at any time (i) by written notice to the Secretary by the Owner(s) who designated the proxy, or (ii) by verbal notice given in person to the Secretary. A notation of such proxy(ies) shall be made in the minutes of the meeting. If a Unit is owned jointly or otherwise in common, the co-owner who is present must hold a proxy for each co-owner not present at the meeting where the proxy is to be used. Alternatively, one single proxy holder holding the proxies of all co-owners (who need not be a co-owner himself or herself), may vote the votes appurtenant to said Unit at the meeting. The holder of a Unit Owner's proxy need not be a Unit Owner.

Section 3.9. Majority of Unit Owners. As used in these By-laws the term "majority of Unit Owners" shall mean those Owners of Units representing more than 50% of the total authorized votes of all Unit Owners. The term a "majority of Residential Unit Owners" shall mean those Owners of Residential representing more than 50% of the total authorized votes of all Residential Unit Owners. The term "majority of Non-Residential Unit Owners" shall mean those Owners of Non-Residential Units representing more than 50% of the total authorized votes of all Non-Residential Unit Owners. In all cases, such majority must be present in person or by proxy and voting in favor of one position at any meeting of the Unit Owners (or at a separate meeting of the Residential or Non-Residential Unit Owners as applicable) in accordance with the provisions of Section 3.7 of these By-laws in order to constitute a valid vote of a majority of the Unit Owners (or of the Residential Unit Owners or of the Non-Residential Unit Owners, as the case may be), when such vote is required.

Section 3.10. Quorum. Except as otherwise provided in these By-laws, the presence in person or by proxy of Unit Owners representing 66% of the total authorized votes of all Unit Owners shall constitute a quorum at meetings of all the Unit Owners, the presence in person or by proxy of Residential Unit Owners representing 66% of the total authorized votes of all Residential Unit Owners shall constitute a quorum at all meetings of Residential Unit Owners and the presence in person or by proxy of Non-Residential Unit Owners representing 66% of the total authorized vote of all Non-Residential Unit Owners shall constitute in quorum at all meetings of Non-Residential Unit Owners.

Section 3.11. Binding Nature of Majority Vote. Except where otherwise provided by law, the Declaration or these By-laws, (a) at all separate meetings of Residential Unit Owners the vote of a majority of Residential Unit Owners present in person or by proxy at a meeting at which a quorum is established, shall be binding upon all Residential Unit Owners for all purposes, (b) at all separate meetings of Non-Residential Unit Owners the vote of majority of Non-Residential Unit Owners present in person or by proxy at a meeting where in quorum has been established, shall be binding upon all Residential Unit Owners for all purposes, and (c) at meetings of all Unit Owners the vote of a majority of Unit Owners present in person or by proxy at a meeting at which a quorum is established, shall be binding on all Unit Owners for all purposes.

Section 3.12. Action Without Meeting.

(a) Any action required or permitted to be taken by the Unit Owners may be taken without a meeting if the number of Unit Owners required by the Declaration, these By-laws or applicable law consents in writing to the adoption of a resolution authorizing such action and the writing is filed with the records of the Condominium.

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

ARTICLE 4.

OFFICERS

Section 4.1. Designation and Qualification. The principal officers of the Condominium shall be the President, the Secretary, and the Treasurer, all of whom shall be elected by the Board of Managers. All officers except the Secretary must satisfy the standards to be a Board member contained in Section 2.1 of these By-laws. The President must be a Unit Owner, or spouse of a Unit Owner, or an employee of the Managing Agent, but in any event need not be a member of the Board of Managers. The Board of Managers may appoint such other officers as in its judgment may be necessary.

Section 4.2. Election of Officers. The officers of the Condominium shall be elected annually by the Board of Managers at the organizational meeting of each new Board of Managers, and shall hold office at the pleasure of the Board of Managers.

Section 4.3. Removal, Resignation and Other Vacancies.

(a) Any officer may be removed, either with or without cause, and his or her successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers called for such purpose, provided notice of the proposed removal was given to the officer and in the notice of the meeting. Any officer whose removal has been proposed shall be given an opportunity to be heard at the meeting.

(b) Officers may resign at any time by giving notice in writing to the Board. Unless stated otherwise in the letter of resignation, the resignation shall be effective immediately.

(c) Vacant offices caused by removal, resignation, death or otherwise, shall be promptly filled by vote of the Board of Managers.

Section 4.4. President. The President of the Condominium shall be the chief executive officer of the Condominium. He or she shall preside at all meetings of Unit Owners and of the Board of Managers. The President shall have all of the general powers and duties as would be incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including, but not limited to, the power to appoint Committees from among the Unit Owners from time to time as he or she may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the entire Condominium.

Section 4.5. Secretary. The Secretary of the Condominium shall keep the minutes of all meetings of the Unit Owners and of the Board of Managers. The Secretary shall have charge of such books and papers as the Board of Managers, Residential Representatives, or the Non-Residential Representative may direct. He or she shall, in general, perform all the duties as would typically be performed by a secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 4.6. Treasurer. The Treasurer of the Condominium shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements. The Treasurer shall also have the responsibility for Residential Area and Non-Residential Area funds and securities to the extent they are separate from Condominium funds and securities, and shall be responsible for keeping full and accurate financial records and books of account showing receipts and disbursements for the Residential Area and the Non-Residential Area. The Treasurer shall be responsible for the preparation of all required financial data, for the deposit of all moneys and other valuable effects in the name of the Board of Managers, the Residential Representatives, the Non-Residential Representative, or the Managing Agent, as applicable, in such depositories as may from time to time be designated by the Board of Managers, the Residential Representatives or the Non-Residential Representative. He or she shall, in general, perform all the duties as would typically be performed by a treasurer of a stock corporation organized under the Business Corporation Law of the State of New York. Notwithstanding anything in the foregoing discussion to the contrary, the Board of Managers and/or the Residential Representatives and/or the Non-Residential Representative shall have the right to engage accountants, bookkeepers, and other appropriate professionals to perform one or more of the tasks described as the Treasurer's responsibility in this Section 4.7. In the event such professional is engaged, it shall be the Treasurer's responsibility to oversee and examine the work performed by the professional, to ensure accuracy, timeliness, and complete performance.

Section 4.7. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium and all agreements, contracts, deeds, leases, checks and other instruments of the Residential Representatives and the Non-Residential Representative, shall be executed by any an officer of the Condominium (or of the Residential Representatives or the Non-Residential Representative, as applicable) or by such other persons as may be designated by the Board of Managers (or the Residential Representatives or Non-Residential Representative, as applicable).

Section 4.8. Compensation of Officers. No officer shall receive compensation from the Condominium for acting as such, unless the Unit Owners amend these By-laws to provide otherwise. These By-laws may not be so amended while Declarant, its successor, affiliate, or its designee owns at least one Unit, without the consent of Declarant, its successor, affiliate and designee(s).

ARTICLE 5.

COMMON EXPENSES, CHARGES AND ASSESSMENTS

DETERMINATION, PAYMENT, COLLECTION AND ACCOUNTS

Section 5.1. Determination of Common Expenses and Fixing of Common Charges; Special Assessments.

(a) (i) The Board of Managers shall from time to time, and at least annually, prepare a budget to meet the General Common Expenses of the Condominium, determine the overall amount of General Common Charges payable by the Unit Owners to meet the General Common Expenses of the Condominium and determine the portion of General Common Expenses to be paid by Residential Unit Owners as part of their Residential Common Charges and the portion of General Common Expenses to be paid by the Non-Residential Unit Owners as part of their Non-Residential Common Charges. Generally, however subject to subsection (ii) immediately below, General Common Expenses will be allocated between the Residential Area and the Non-Residential Area pro rata in accordance with the aggregate Common Interest attributable to each such component of the Condominium. Subject to subsection (ii) immediately below, the Board shall have the right to determine General Common Charges on a different basis than Common Interest. The Board may compute General Common Charges for a Unit, the Residential Unit Owners, Community Facility Unit Owners, or Parking Unit Owners based on the estimated amount by which a particular expense item benefits or is used by the Unit, the Residential Unit Owners, Community Facility Unit Owners, or Parking Unit Owners, provided the allocation is fairly attributable to the Unit, the Residential Unit Owners, Community Facility Unit Owners, or Parking Unit Owners and reasonable under the circumstances (for example, the costs of electricity, maintenance and repairs to the Parking Units and the General Common Elements directly and exclusively serving the Parking Units shall be paid by the Parking Unit Owners, the preceding example shall be paid as Parking Common Charges).

(ii) Pursuant to N.Y. Real Prop. Law ("RPL") §339-m, the common expenses and profits (except as to insurance) are limited and there are special allocations affecting the Non-Residential Units. In particular, the Non-Residential Units will not been allocated any expense or a reduced level of expense for the following Common Expenses: (a) labor expenses (Non-Residential Units will not substantially benefit from the doorman and/or superintendent); (b) utilities will have a reduced allocation of 50% of the cost of electricity to reflect and only attribute the General Common Elements (and not include electricity associated with the Residential Common Elements); (c) water and sewer have a reduced allocation of 75% to reflect the usage of Residential Units to Non-Residential Units (household and residential uses such as cooking, consumption, washing and bathing) until such time as the Community Facility Units are submetered (at the discretion and direction of the Board) after which time water and sewer expenses will not be allocated any expense for the Non-Residential Units and the Community Facility Unit Owners will pay their metered water and sewer costs to the Board; (d) service contracts for elevator and trash compactor and the cost or expense, if any, associated with the gym/recreational areas on the 2nd floor of the Building and any other amenity that is part of the Residential Common Elements are not included in the computation and expenses for Non-Residential Units (of which the Non-Residential Unit Owners do not benefit or share in); and (e) management fees have a reduced allocation of 50% of the work and contract reflecting the work associated with the General Common Elements (and not including work associated with the Residential Common Elements). This provision relating to the

determination and modification of special allocations may not be amended without the consent of the affected Non-Residential Unit Owners.

(iii) If a Non-Residential Unit Owner objects to any such allocation as between that Unit Owner and other Unit Owners, and the dispute cannot be resolved among the Board members, the dispute shall be submitted to Arbitration in accordance with these By-laws.

(iv) The Board of Managers shall advise the Residential Representatives and the Non-Residential Representative promptly, in writing, of the amount of General Common Charges payable by the Residential Unit Owners and the Non-Residential Unit Owners, respectively, as determined by the Board of Managers, and shall furnish copies of each budget on which such Common Charges are based to the Residential Representatives and the Non-Residential Representative, at least ten (10) days prior to the adoption thereof. That portion of the Common Charges which is allocated by the Board of Managers to principal payments on indebtedness or for capital improvements shall be treated upon the books of the Condominium as capital contributions.

(b) The Residential Representatives shall from time to time and at least annually prepare a budget to meet Residential Common Expenses and shall allocate and assess to the Residential Unit Owners, pro rata in accordance with their Residential Common Interests, Residential Common Charges to meet Residential Common Expenses. The Residential Representatives or the Board of Managers shall advise all Residential Unit Owners promptly in writing of the amount of Residential Common Charges payable by each of them and shall furnish copies of each budget on which such Residential Common Charges are based to all Residential Unit Owners, at least ten (10) days prior to the adoption thereof.

(c) The Non-Residential Representative shall from time to time and at least annually prepare a budget to meet Non-Residential Common Expenses and shall allocate and assess to the Non-Residential Unit Owners, Non-Residential Common Charges to meet Non-Residential Common Expenses in such proportion as the Non-Residential Representative shall determine. The Non-Residential Representative or the Board of Managers shall advise all Non-Residential Unit Owners promptly in writing of the amount of Non-Residential Common Charges payable by each of them and shall furnish copies of each budget on which such Non-Residential Common Charges are based to all Non-Residential Unit Owners, at least fifteen (15) days prior to the adoption thereof.

(d) Assuming the Board of Managers determines to commence collection of General Common Charges as of the date of the First Unit Closing, Declarant, its successor or its designee shall be responsible for all Common Charges assessed against each Unit owned by it from the date of the First Unit Closing, until such Unit is sold or otherwise conveyed to a purchaser. However, the Board of Managers in its sole discretion shall have the right to waive Unit Owners' obligations to pay Common Charges for a period of time determined by the Board of Managers, and accordingly to commence collection of Common Charges at a later date than the First Unit Closing.

(e) (i) The General Common Expenses shall include, among other things, the cost of 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 General Common Expenses may also include such amounts as the Board of Managers may deem proper for repairs, reserves, replacements, improvements, betterments, maintenance and other operating expenses of the Property, including, without limitation, an amount for working capital, for a general operating reserve, for a reserve fund for replacement, and an amount to cover any deficit in the General

Common Charges collected for any prior year. The General 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 which is to be sold at a foreclosure or other judicial sale. General Common Expenses shall also include other items stated in the Declaration or these By-laws to be General Common Expenses.

(ii) In the event of casualty to the Common Elements for which insurance proceeds under policies maintained by the Board are forthcoming, the Board may levy and assess as a special assessment an amount anticipated to be needed to repair or restore the Common Elements, prior to receipt of such proceeds. Upon receipt of such proceeds, the Board will reimburse Unit Owners the amount they paid as a special assessment, or such lesser amount as shall be necessary to compensate for the Board's receipt of insurance proceeds in an insufficient amount to cover the cost of repair or restoration. In addition, to the extent insufficient insurance proceeds are received to cover the actual cost of repair or restoration, the Board may levy and assess as a special assessment the amount needed to cover such shortfall in insurance proceeds.

(f) Except as otherwise provided in these By-laws, all Residential Common Expenses shall be determined by the Residential Representatives and shall be borne solely by the Residential Unit Owners. Residential Common Expenses may include, without limitation, such amounts as the Residential Representatives may deem proper for repairs, reserves, replacements, improvements, betterments, maintenance and other operating expenses of the Residential Area, as well as a general operating reserve, a working capital fund, a reserve for replacements with respect to the Residential Common Elements, and such amounts, determined by the Residential Representatives, as may be required for the purchase, lease or sublease by the Board of Managers, the Residential Representatives, or its designee, corporate or otherwise, on behalf of Residential Unit Owners, of any Residential Unit whose Owner has elected to sell, lease, transfer or convey such Unit. Residential Common Expenses shall also include all such other items provided for in the Declaration or these By-laws to be Residential Common Expenses.

(g) Except as otherwise provided herein, all costs and expenses in connection with the repair, maintenance, replacement, restoration and operation of and any alteration, addition or improvement to the Non-Residential Area, shall be determined solely by the Non-Residential Representative and shall be borne solely by the Non-Residential Unit Owners.

(h) The Property is equipped with a master water meter measuring usage in all components of the Building. The Board of Managers thus is expected to receive a single invoice from the City of New York for all water consumed at the Property, together with associated sewer charges. The Board of Managers will proportionately allocate a portion of the water charges and associated sewer charges to the Residential Area to be paid as Residential Common Charges and a portion to the Non-Residential Units to be paid as General Common Charges. In the Board's discretion, the proportionate allocation of water and sewer charges may be based on estimated usage, rather than Common Interest, as calculated by an engineer or other appropriate professional. At the discretion and direction of the Board, the Community Facility Units may be submetered and water and sewer expenses will not be allocated to any Non-Residential Units and the Community Facility Unit Owners will pay their metered water and sewer costs to the Board.

Section 5.2. Accounts. The receipts and expenditures of the Condominium shall be General Common Charges and General Common Expenses, respectively, the receipts and expenditures of the Residential Area shall be Residential Common Charges and Residential

Common Expenses, respectively, and the receipts and expenditures of the Non-Residential Area shall be Non-Residential Common Charges and Non-Residential Common Expenses, respectively, and shall be credited and charged to accounts deemed by the Board, the Residential Representatives and the Non-Residential Representative to be reasonably necessary for the prudent operation of the Property.

Section 5.3. Reserves.

(a) Neither the Board, the Residential Representatives nor the Non-Residential Representative shall be obligated to expend all the revenues collected in anyone accounting period. Said entities may maintain reasonable reserves for, among other things, repairs, replacements, emergencies, contingencies of bad weather or uncollected accounts.

(b) Neither the Board, the Residential Representatives nor the Non-Residential Representative shall be obligated to segregate physically the funds held in such reserve accounts but may, in their sole discretion, maintain the funds in one or more consolidated accounts.

Section 5.4. Payment of Common Charges and Assessments; Liability of Grantee and Grantor After Transfer of Unit.

(a) Residential Unit Owners and Non-Residential Unit Owners shall be obligated to pay General Common Charges and other assessments at such time or times (but not less than monthly) as the Board of Managers shall determine. All Residential Unit Owners shall be obligated to pay Residential Common Charges and other assessments at such time or times (but not less than monthly) as the Residential Representatives determines. All Non-Residential Unit Owners shall be obligated to pay Non-Residential Common Charges and other assessments at such time or times (but not less than monthly) as the Non-Residential Representative determines. Unless otherwise determined, all Common Charges shall be payable monthly, in advance, on the first day of each month.

(b) Dissatisfaction with the quantity or quality of maintenance or services furnished to the Property shall not be grounds for withholding or failure to pay Common Charges or any other assessments. Likewise, no Unit Owner shall deem itself or be deemed by the Board of Managers or any Committees thereof, to be exempt from the obligation to pay Common Charges or other assessments for any reason, including without limitation, waiver of use or enjoyment of the Common Elements, abandonment of Unit Owner's Unit, or by claiming the quantity or quality of services are not worthy of such payment or are not as were expected by such Owner at the time of acquisition of the Unit or at any other time.

(c) No Unit Owner shall be liable for the payment of Common Charges or other assessments assessed against such Owner's Unit from and after the date of sale, transfer or other conveyance of the Unit made by such Unit Owner in accordance with the Declaration and these By-laws, and applicable only to the period subsequent to the sale, transfer or other conveyance.

(d) The grantee of a Unit shall be jointly and severally liable with grantor for unpaid Common Charges and other assessments assessed against such Unit and due up to the date of conveyance, without prejudice to the grantee's right to recover from the grantor any amounts paid by the grantee therefor. Accordingly, a purchaser acquiring title through an arms-length transaction or as a gift or donation, a creditor of a Unit Owner acquiring title to a Unit through a sale or other proceeding arising out of the bankruptcy of a Unit Owner, or any other grantee whatsoever, shall be liable for the payment of Common Charges and other assessments assessed against that Unit prior to that

party's acquisition of the Unit. A mortgagee or other party acquiring title to a Unit through foreclosure or by deed in lieu of foreclosure shall be liable for unpaid Common Charges and other assessments for up to six (6) months of the Unit's Common Charges and assessments accrued before acquisition of title to the Unit plus the fees and costs relating to the cost of collecting the unpaid Common Charges and assessments.

(e) Any party acquiring a Unit through foreclosure or by deed in lieu of foreclosure, through a Unit Owner's bankruptcy or liquidation, through purchase, gift or donation, or through any other means, shall be liable for all Common Charges and assessments assessed against the Unit for the period on and after, and due from and after, the date of that party's acquisition of title to the Unit.

(f) If a petition in bankruptcy is filed by or against a Unit Owner, or if a trustee, receiver or similar official is appointed to administer a Unit Owner's assets, the Unit Owner, trustee, receiver or other official shall remain obligated to pay, and the Unit shall continue to be subject to, Common Charges and assessments for the entire duration of any bankruptcy or other reorganization proceeding.

Section 5.5. Default in Payment of Common Charges and Assessments.

(a) If any Common Charge or other assessment imposed by the Board of Managers, or any installment thereof, or any Residential Common Charge or other assessment imposed by the Residential Representatives or any installment thereof, or any Non-Residential Common Charge or other assessment or installment thereof is not paid by the due date, then such payment shall be deemed delinquent, and the Unit Owner shall be in default under these By-laws for such non-payment.

(b) The Board of Managers shall impose a late charge in the amount of not less than 5% of the overdue payment, or such other amount as the Board deems reasonable, provided such late charges are uniformly applied, with respect to Common Charges or other assessments not paid within 10 days after the due date.

(c) In addition to late charges, if the Common Charge or assessment (or installment thereof with respect to any assessment payable in installments), is not paid within thirty (30) days after the due date, then (i) such Common Charge or assessment shall bear interest from the due date in the amount of not less than 2% over the prime rate then announced by JPMorgan Chase (or its successor, if applicable), but in no event more than the highest legal rate, (ii) the Board may accelerate the remaining installments of any assessment payable in installments, and (iii) the Board may bring legal action against the delinquent Unit Owner, foreclose the lien on such Unit granted under these By-laws and/or by the Condominium Act, or otherwise seek to recover the amounts due to the Condominium. The expenses, including without limitation, attorneys' fees and disbursements, incurred by the Board in any proceeding brought to collect such unpaid Common Charges or assessments, shall be added to the amount of such delinquent Common Charge, assessment or installment thereof, together with late charges and interest.

(d) Any amounts collected on account of past due Common Charges or other assessments through foreclosure or otherwise, shall be applied in the following order: attorneys' fees and disbursements, other costs of collection, interest, late charges and Common Charges or assessments, beginning with the Common Charge or assessment due for the longest period.

Section 5.6. Collection of Common Charges and Assessments. The Board of Managers shall take prompt action to collect any General Common Charge and/or other assessment

previously imposed by the Board, the Residential Representatives, and the Non-Residential Representative which remains unpaid for more than 30 days from the due date for payment thereof.

Section 5.7. Unpaid Common Charges and Assessments - Personal Obligation of Unit Owner and Lien on Unit. All sums assessed as General Common Charges by the Board of Managers, or assessed as Residential Common Charges by the Residential Representatives or as Non-Residential Common Charges by the Non-Residential Representative, as well as any other assessments made by the Board of Managers, the Residential Representatives or the Non-Residential Representative (including, but not limited to, assessments for electricity and/or water and sewer costs attributable to the Unit, if the cost of which is not included in the Residential Common Expenses), but unpaid, together with late charges as may be established by the Board of Managers, the Residential Representatives or the Non-Residential Representative, as applicable, interest thereon at such rate as may be fixed by the Board of Managers, the Residential Representatives or the Non-Residential Representative, as applicable, and reasonable attorneys' fees and other costs and expenses incurred in efforts to collect such past due Common Charges and/or other assessments, shall be the personal obligation of the Unit Owner. Such sums shall constitute a lien upon the Unit prior to all other liens except (i) any lien for past due and unpaid real estate taxes, and (ii) any lien for sums unpaid on a first mortgage of record against that Unit.

Section 5.8. Foreclosure of Lien for Common Charges and Assessments; Liability of Grantee in Foreclosure.

(a) Any lien for past due General, Residential and Non-Residential Common Charges and/or other assessments may be foreclosed by the Board of Managers in accordance with the laws of the State of New York, in like manner as a mortgage on real property, and the Board of Managers shall also have the right to recover all costs incurred in foreclosing on such lien, including but not limited to reasonable attorney's fees and disbursements, as set forth in these By-laws.

(b) Notwithstanding anything to the contrary in these By-laws or in the Declaration, once an action to foreclose a lien for Common Charges or other assessments is commenced, if the Owner of the Unit being foreclosed has not previously been deemed to have resigned from the Board of Managers (or any Committee's thereof), if indeed she or he was a member, her or his membership on the Board or Committees shall be deemed terminated.

(c) In the event the proceeds of any foreclosure sale for non-payment of Common Charges or other assessments are not sufficient to pay such unpaid Common Charges, assessments and related expenses, the Board of Managers shall commence an action for the deficiency (if not yet commenced) against the Unit Owner who had failed to pay the Common Charges or other assessments. Following suit for a deficiency judgment, if the amounts collected are insufficient to pay outstanding costs, the remaining balance may be charged (i) to all Unit Owners as a General Common Expense, if the unpaid Common Charges or assessments were General Common Charges or assessments, (ii) to the Residential Unit Owners as a Residential Common Expense if the unpaid Common Charges or assessments were Residential Common Charges or assessments or (iii) to the Non-Residential Unit Owners if the unpaid Common Charges or assessments were Non-Residential Common Charges or assessments.

Section 5.9. Proceedings to Foreclose Common Charge Liens or Otherwise Collect Unpaid Common Charges and Assessments; Unit Rentals.

(a) In any action brought by the Board of Managers, the Residential Representatives or the Non-Residential Representative to foreclose a lien on a Unit because of unpaid Common Charges or other assessments, the Unit Owner shall be required to pay a reasonable rental for the use of said Unit Owner's Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same.

(b) The Board of Managers, acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to (other than for the election of members of the Board of Managers), conveyor otherwise deal with the same.

(c) A suit to recover a money judgment for unpaid Common Charges shall be maintainable without foreclosing, filing or waiving the lien securing the same, and foreclosure may be maintained despite the pendency of a suit to recover a money judgment.

Section 5.10. Statement of Monies Owed. Upon the written request of a Unit Owner, lessee or Mortgagee with respect to the Unit owned by such Owner, leased by such lessee or upon which such Mortgagee holds a mortgage, or any prospective purchaser, lessee, mortgagee or title insurer of such Unit, the Board of Managers, the Residential Representatives or the Non-Residential Representative, as applicable, acting through the manager or the managing agent, shall promptly furnish a certificate in writing setting forth with respect to such Unit as of the date of such certificate, (i) whether or not the Common Charges due have been paid, (ii) the amount of such Common Charges, including interest and costs, if any, due and payable, and (iii) whether any amounts or charges are owing to the Condominium, e.g., for the cost of extinguishing a violation of the Declaration, By-laws or Rules and Regulations. A reasonable charge, as determined by the Board of Managers may be made for the issuance of this certificate. Any such certificate, when duly issued as herein provided, shall be conclusive and binding with regard to any matter therein stated as between the Board of Managers, the Residential Representatives or the Non-Residential Representative, as applicable, and any bona fide purchaser or lessee of, or lender on, or title insurer of, the Unit with respect to which the request was made.

ARTICLE 6.

INSURANCE

Section 6.1. Generally.

(a) The Board of Managers shall be required to obtain and maintain (i) all-risk property coverage insuring the Common Elements and (ii) liability insurance.

(b) (i) The all-risk policy shall cover the interests of the Board of Managers and all Unit Owners and Permitted Mortgages, as their interests may appear. Coverage shall be for the full replacement value of the Common Elements, without deduction for depreciation (and in any event in an amount sufficient to prevent the Board of Managers from becoming a co-insurer). The Board of Managers shall review the amount of such insurance annually.

(ii) The all-risk policy shall contain, among other provisions, a waiver by the insurer of any right to claim by way of subrogation against Unit Owners, Permitted Mortgagees, the Board of Managers and members of the Board of Managers, and waivers of any defense based on coinsurance or of invalidity arising from any acts of the insured. If commercially available at standard and regular insurance rates, the all-risk policy shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to all of the insureds, including all Permitted mortgagees of Units or that the insurer will endeavor to

provide thirty (30) days' prior written notice to all of the insureds prior to cancellation or substantial modification. 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 Permitted Mortgagees of Units upon their written request therefor, and their payment of the cost of obtaining copies.

(c) The Board of Managers shall also be required to obtain and maintain, to the extent obtainable and/or to the extent required by law (i) workers' compensation insurance, (ii) public liability insurance, (iii) garage keeper 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, and each Unit Owner and covering all claims for bodily injury or property damage arising out of any occurrence in the Common Elements, (iv) fidelity insurance covering all employees of the Condominium who handle Condominium funds, and (v) if necessary, flood zone insurance in such limits as the Board of Managers may from time to time determine. Such liability coverage shall also cover cross liability claims of one insured against another. The Board of Managers shall review such limits once each year.

(d) The Board of Managers shall have the right, pursuant to § 339-bb of the Condominium Act, to charge a Unit Owner a higher amount of the Condominium's insurance expense than said Owner's Common Interest would otherwise dictate, should the cost of the Condominium's insurance premium be based in part, specifically on the use to which the Unit in question is put.

(e) Residential Unit Owners (except for Declarant) are required to carry, at their own expense, casualty insurance with respect to all fixtures (i.e., cabinets that are built-in or attached to the wall, appliances, plumbing and electrical fixtures, bathroom vanities that are built-in or attached to the wall etc.), equipment and personal property within their Units, and liability insurance with respect to occurrences in their Units. Each such policy shall contain a waiver by the insurer of the right to claim by way of subrogation against the Board of Managers, members thereof and other Unit Owners, and shall provide that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of such insurance carried by the Unit Owner.

(f) Each Community Facility Unit Owner (except for Declarant) shall obtain and keep in full force and effect during the period of its ownership, a policy of commercial general liability insurance including contractual liability coverage under which the insurance company waives subrogation against the Condominium, its Board of Managers and Unit Owners in the Condominium, and the Board of Managers as agent for the Unit Owners is named as an additional insured. All insurance required to be carried by the Non-Residential Unit Owners pursuant to the terms of the Declaration and/or these By-laws shall be effected under valid and enforceable policies issued by reputable and independent insurers admitted and licensed to do business in the State of New York and rated by Best's Insurance Reports or any successor publication of comparable standing, as carrying a rating of A or better or the equivalent of such rating.

(g) A current copy of each Unit Owner's insurance policy must be maintained by the Unit Owner with the Board of Managers at all times.

Section 6.2. Repair or Reconstruction After Fire or Other Casualty.

(a) Damage to or destruction of any portion of the Common Elements as a result of fire or other casualty shall promptly be repaired and reconstructed by the Board of Managers, as nearly

as practicable to the condition and utility it was in before the casualty, using the proceeds of casualty insurance on the Property and/or other funds for that purpose, subject to the following conditions and subject to the provisions of Section 6.5 of these By-laws:

(i) if the cost of repair and reconstruction is $3,000,000 or less, the Board may and shall perform and complete the repair and reconstruction promptly, without the consent of any Unit Owner or Mortgagee; and

(ii) if the cost of repair and reconstruction is more than $3,000,000 and if insurance proceeds will cover less than 90% of the cost of repair and reconstruction, the Board may not proceed with the repair and reconstruction without the consent of Unit Owners representing in the aggregate at least 80% in Common Interest and the consent of at least fifty one percent (51%) of the Permitted Mortgagees. Notwithstanding the foregoing, no consent of Unit Owners or Mortgagees shall be required for the Board of Managers to undertake repair and reconstruction where insurance proceeds will cover at least 90% of the cost of repair and reconstruction. In addition, no consent of Unit Owners or Mortgagees shall be required for the Board of Managers to undertake repair or reconstruction necessary to cause the Building to be in compliance with applicable codes, regulations and ordinances, provided the cost of same does not exceed $3,000,000 in the aggregate. If the cost to perform repair and reconstruction work sufficient to cause the Building to be in compliance with applicable codes, regulations and ordinances exceeds $3,000,000 in the aggregate, the Board may not proceed with such repair and reconstruction without the consent of Unit Owners representing in the aggregate at least 80% in Common Interest and the consent of at least fifty one percent (51 %) of the Permitted Mortgagees

(b) When and if the Board is authorized or otherwise required to proceed with repair and reconstruction, the Board of Managers shall arrange for and commence such work promptly, shall diligently prosecute same to completion, and shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. In anticipation of receipt of insurance proceeds, the Board may levy and assess as a special assessment, prior to receipt of such proceeds, the amount anticipated to be necessary to repair or reconstruct the Property. Upon receipt of the proceeds, the Board will reimburse Unit Owners any amounts they paid as special assessments as will not be needed to pay the cost of repair and restoration. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a General Common Expense and the Board of Managers may assess all the Unit Owners for such deficit as part of their General Common Charges. When applicable, insurance proceeds in excess of those needed for repair and reconstruction of the Property following a casualty, shall be distributed among Unit Owners in proportion to their respective Common Interests.

(c) Damage to or destruction of a Unit or the Limited Common Elements appurtenant thereto, as a result of fire or other casualty, shall promptly be repaired and reconstructed by the Owner of the affected Unites) in compliance with all applicable laws as nearly as practicable to the Unit's condition and utility before the casualty. Notwithstanding the preceding sentence, if the damage in question does not affect (i) other Units, (ii) areas generally visible from Common Elements, other Units or streets or sidewalks, (iii) Unit Owners (other than the Owner of the damaged Unit), (iv) or any tenants or other occupants of the Building, then the Unit Owner may elect not to restore the Unit to its condition and utility before the casualty, but shall, however, repair and rebuild the Unit so it does not constitute a hazard to any other Unit Owner or other occupants and tlsers of the Building, and so it does not otherwise adversely affect any other Unit Owners or other occupants

or users of the Building, and does not adversely affect the value, use or operation of any other Units or the Property generally.

Section 6.3. Unit Owner Failure to Rebuild. If the Unit Owners have not voted to terminate the Condominium as provided in Section 6.4 of these By-laws, and if a Unit Owner fails to comply with the obligations to repair and reconstruct set fOl1h in Section 6.2 of these By-laws, and if the Unit Owner's failure to repair and reconstruct has an adverse effect on any other Unit or the Common Elements (such adverse effect including, without limitation, reduction in value), the Board of Managers may cause the Unit to be repaired and reconstructed in accordance with these By-laws, and the cost in connection therewith shall be charged to the defaulting U nit Owner as a special assessment.

Section 6.4. Termination of Condominium Following Damage or Destruction. If as the result of fire or other casualty, at least 75% of the Property is destroyed or substantially damaged, a special meeting of the Unit Owners shall be called in accordance with these By-laws, at which meeting the Unit Owners shall be asked to decide if the Building should be repaired or reconstructed. The Building shall be repaired and reconstructed unless (a) pursuant to the vote held at that meeting, Unit Owners representing at least 80% in number of Units and in Common Interest affirmatively determine not to proceed with repair or restoration and (b) at least fifty one percent (51%) of the Permitted Mortgagees consent not to proceed with repair or restoration. If Unit Owners representing at least 80% in number of Units and in Common Interest affirmatively determine not to proceed with repair or restoration and at least fifty one percent (51%) of the Permitted Mortgagees consent not to proceed with repair or restoration, then, and in such event, the Building will not be repaired and the Property, or such portion of the Property as shall remain, shall be 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 the Condominium Act. The net proceeds of sale, together with the net proceeds of insurance policies maintained by the Board for coverage of the Common Elements, shall be divided by the Board of Managers among and paid to the Unit Owners in proportion to their respective Common Interests, after first paying out of the share of each Unit Owner the amount of any unpaid liens on said Owner's Unit, in the order of the priority of such liens.

ARTICLE 7.

THE CONDOMINIUM PROPERTY

USE, OPERATION, PRESERVATION, MAINTENANCE AND REPAIR

Section 7.1. Maintenance and Repairs Which Are the Responsibility of the Board of Managers, the Residential Representatives, or the Non-Residential Representative. All painting, decorating, landscaping, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary, to the General Common Elements, Residential Common Elements or Non-Residential Common Elements, if any, whether located inside or outside of the Units, shall be made by the Board of Managers. The cost of all such maintenance shall be charged to all the Unit Owners as a General Common Expense if concerning a General Common Element, to the Residential Unit Owners as a Residential Common Expense if concerning Residential Common Elements, or to the Non-Residential Unit Owners as a Non-Residential Common Expense if concerning Non-Residential Common Elements (unless necessitated by the negligence, misuse or neglect of a Unit Owner, in which case the expense shall be charged to such Unit Owner as described below). The obligation for maintenance, repair and replacement of interior space in

the garage, the obligation for maintenance, repair and replacement of grade-level garage entry ramps, overhead doors, exit doors, signage, lighting, bollards, etc., associated with the Parking Units is the responsibility of the Board, but at the sale cost and expense of the Parking Unit Owners.

Section 7.2. Maintenance and Repairs Which Are a Unit Owner's Responsibility.

(a) Except as otherwise provided in the Declaration or By-laws, all painting, decorating, maintenance, repairs and replacements, whether structural or non-structural, ordinary or extraordinary, in or to any Unit (other than to the Common Elements contained therein) shall be made by the Owner of such Unit, at the Unit Owner's sole cost and expense. Each Unit Owner shall be responsible for all damage to any and all other Units and/or to the Common Elements in said Unit Owner's Unit or elsewhere in the Condominium, that said Unit Owner's failure to make necessary repairs or replacements or perform necessary maintenance may engender, or which are caused by said Unit Owner's actions, inactions, negligence, misuse or neglect.

(b) (i) Windows (including, without limitation, panes, casements and frames) located in Residential Units are considered Residential Common Elements. Windows (includirig, without limitation, louvers, plate glass, panes, casements and frames) located in a Community Facility Unit are considered part of the Unit. The interior and exterior surfaces of windows in both Residential and Community Facility Units are to be cleaned by the Unit Owner at the Unit Owner's sole cost and expense. Outside surfaces of windows must be cleaned from the inside of a Unit. Broken window glass or broken window frames in a Residential Unit shall be replaced by the Unit Owner at the Unit Owner's sole cost and expense, unless the breakage was caused by the Board of Managers, or its agents, in which case replacement shall be by the Board at its sole cost and expense.

(ii) Locks on entrance doors to Residential Units and locks on doors accessing Residential Units from appurtenant terraces, are part of the Unit. The doors themselves are Residential Common Elements. Locks directly accessing a Community Facility Unit from the outdoors or from a Common Element, shall be considered part of the Unit. All doors that are part of a Unit shall be maintained and repaired by Unit Owners themselves, in accordance with applicable laws, regulations, these By-laws, and/or architectural standards established by the Board of Managers. Residential Unit Owners may not alter the doors to their Residential Units, or the number and type of locks on such doors, without the prior consent of the Board of Managers. Each Residential Unit Owner must always maintain a current set of keys for all Residential Unit locks with the Managing Agent. Doors that are Residential Common Elements shall be maintained and repaired by the Board, the cost of which shall be borne by the Residential Unit Owners.

(c) (i) Each Community Facility Unit Owner at said Unit Owner's expense, shall keep said Owner's Unit in good order, shall cause the Unit, the street level entrance door or doors and all street level glass surfaces and storefronts, and any service entrance area, to be maintained.

(ii) The washing, maintenance, repair and replacement of storefront and window systems in a Community Facility Unit, including, without limitation, frames, doors, signage (with approval by the Board of Managers), louvers, glazing, metal panels, etc., shall be the sole responsibility of the Community Facility Unit Owner owning that Unit.

(iii) Any and all dumpsters or other trash receptacles used by a Community Facility Unit Owner and/or the tenants or other occupants of a Community Facility Unit, must be maintained

within the Unit, and placed outdoors at the time of trash collection or carted away by private refuse company (as required by applicable New York City codes and regulations).

(d) Any maintenance, repair or replacement necessary to preserve the appearance and value of the Property made pursuant to Section 7.1 above but which is occasioned by the action, regardless of whether same be a negligent or willful act or omission of (i) a Unit Owner, or (ii) any agent, licensee, contractor, employee, family member, guest or tenant of such Unit Owner, or (iii) an agent, employee, licensee, contractor, family member or guest of the tenant or licensee of such Unit Owner, or (iv) a guest of (1) any mem bel' of such Unit Owner's family or (2) any family member or employee of the tenant of such Unit Owner, shall be made at the cost and expense of such Unit Owner. If such maintenance, repair or replacement is undertaken and paid for by the Board of Managers, it shall not be regarded as a Common Expense, but rather shall be considered a special assessment allocable to the specific Unit and sllch cost shall be added to that Unit Owner's General, or Residential Common Charges, as applicable, and, as part of those Common Charges, shall constitute a lien on the Unit to secure the payment thereof.

(e) All Residential Unit Owners must notify the Board of Manages and the Managing Agent in writing when a child or children under the age of ten (10) years lives or resides (even temporarily) in a Residential Unit. Each Residential Unit Owner shall install at such Residential Unit Owner's expense, the window guards required by applicable laws in all windows in the Residential Unit and shall not remove them until permitted by law in any event, without the full knowledge of the Board of Managers and Managing Agent. According to NYC HPD, Residential Unit Owners have a responsibility to ensure that window guards are properly installed. In September 2011, Local Law 57 of 201 I was signed into law which authorizes HPD to issue violations for failure to install proper window guards, and to seek penalties for noncompliance. Local Law 57 of 2011 also requires Residential Unit Owners to provide and properly install approved window guards on all windows, including first floor bathrooms and windows leading onto a balcony or terrace in an apartment where a child 10 years of age or younger resides and in each common area window, if any.

Section 7.3. Quality, Type, and Scheduling of Maintenance and Repairs.

(a) All repairs, painting and maintenance, whether made by the Unit Owner or the Board, to any generally visible portion of the Property, shall be carried on in such a manner so as to conform to the materials, style and color of the Unit or Common Element being repaired, painted or otherwise maintained, unless the Board of Managers authorizes a variance from such materials, style and color prior to commencement of the non-conforming repair, painting or maintenance.

(b) Unit Owners (except for Declarant) and the Board of Managers shall in connection with alteration, maintenance and repair of their respective interests at the Property, comply with the Rules and Regulations and schedule their construction and/or maintenance and/or repair work such that (i) no party or its agents or employees unreasonably interferes with the work being done by any other party, its agents or employees at the Property, and (ii) the labor employed by Unit Owners (except for Declarant) shall be compatible and harmonious with the labor employed by the Board of Managers, it being understood that if in the reasonable judgment of the Board of Managers the labor is incompatible, the U nit Owner shall forthwith, upon the request of the Board of Managers, withdraw the incompatible laborers.

(c) In connection with the rights of Declarant to construct and/or alter Units and Common Elements, Declarant shall have the right to erect, construct, alter, maintain and repair at its

discretion, at all hours and days with parties, agents or employees of Declarant's choosing without interference or consent from the Boars or any Unit Owners.

Section 7.4. Scaffolding. In connection with the rights of Declarant to construct and/or alter Units and Common Elements, Declarant shall have the right to erect and maintain scaffolding, sidewalk ridges or other equipment or facility required by law, regulation, code or ordinance when Declarant is performing such work, even though such scaffolding, sidewalk bridge or other equipment or facility may encroach on another Unit or a Limited Common Element or on the Common Elements. Declarant shall not be liable to any other Unit Owner, or the Board of Managers, or to any tenant or licensee of a Unit or Unit Owner, for any damages (including but not limited to interference with business operations) incurred in connection with the foregoing, except for damages caused by the negligence of Declarant, or any of Declarant's agents or employees. In no event, however, may scaffolding be installed in a manner or location that will prevent access to a Unit (other than a Unit owned by Declarant).

Section 7.5. Violations of Maintenance Obligations. In the event any Unit Owner, after receipt of written notice from the Board of Managers, fails or neglects in any way to perform any obligations with respect to the painting, decorating, maintenance, repair or replacement of said Unit Owner's Unit as provided in this Article 7 or of any Common Element for which such Unit Owner is responsible under the Declaration or these By-laws, the Board of Managers may perform or cause to be performed such painting, decorating, maintenance, repair or replacement unless such Unit Owner, within five days after receiving notice of such default, cures such default, or in the case of a default not reasonably susceptible to cure within such period, commences and thereafter prosecutes to completion, with due diligence, the curing of such default. All sums expended and all costs and expenses incurred in connection with the making of any such painting, decorating, maintenance, repair or replacement in such Unit Owner's Unit, together with interest thereon at the rate of2% per month (but in no event in excess of the maximum rate permitted by law), shall be immediately payable by such Unit Owner to the Board of Managers and shall, for all purposes hereunder, constitute General Common Charges or Residential Common Charges or Non-Residential Common Charges, as applicable, payable by such Unit Owner.

Section 7.6. Restrictions on Use of Units. 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) Residential Units may be used only as a residence or for any legal home occupation or other purpose permitted under the certificate of occupancy for the Building, zoning classification for the Property and other applicable laws, regulations and ordinances, except that while Declarant, its successor or its designee owns any Unit, it shall have the right to use such Unit for office purposes, general leasing and sales office purposes.

Each Community Facility Unit (or any portion thereof) or any Community Facility Units resulting from the subdivision thereof, may be used for any community facility purposes including, without limitation, medical office, school facility or other community facility use provided such use is permitted under the certificate of occupancy for the Building, zoning classification and project approvals for the Property, and other applicable documents, laws, regulations and ordinances. A Community Facility Unit Owner must use, occupy and maintain (or cause to be used, occupied and maintained) said Owner's Unit, during the period of said Owner's ownership in a manner that will not detract from the character or appearance of the Condominium and will not have a material

adverse effect on the Residential Units. No unlawful use by any of the Community Facility Unit Owners may be made of the Property or any portion thereof and all valid Legal Requirements relating to any portion of the Property shall be complied with at the sole cost and expense of the applicable Unit Owner or the applicable Board(s), whichever party has the obligation to maintain or repair such part of the Property, as set forth in the Declaration or the Condominium By-Laws.

(b) Intentionally omitted.

(c) Parking Units may be used only for the parking of vehicles of Unit residents and occupants, and in no event shall any item (or any flammable or explosive item) other than an operating vehicle be left, parked or used in a Parking Unit.

(d) Each Unit Owner, at its sole expense, shall comply with all laws, orders and regulations of federal, state and municipal authorities and with any direction of any public officer or officers, pursuant to law, and all rules, orders, regulations or requirements of the New York Board of Fire Underwriters, or any other similar body which shall impose any violation, order or duty upon the Condominium, its Board of Managers or the Unit Owner, with respect to said Unit as a result of (i) any authorized or unauthorized use or occupation thereof by said Unit Owner or its tenant(s) or licensee(s), or (ii) the conduct by the Unit Owner or its tenant(s) or licensee(s) of business in the Unit. A Unit Owner shall not do or permit to be done any act or thing in or upon the Unit or Common Elements of the Condominium which will invalidate or be in conflict with any insurance policies covering the Condominium and fixtures and property therein, and shall not do, or permit anything to be done in or upon the Unit, or bring or keep anything therein, except as now or hereafter permitted by the New York City Fire Department, New York Board of Fire Underwriters, New York Fire Insurance Rating Organization or other authority having jurisdiction.

(e) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of the Property or which interferes with the peaceful possession or proper use of the Property by its residents or occupants. No Owner, tenant or other occupant of a Unit shall do, suffer, or permit to be done in any Unit, activities of a pornographic, illegal, or unlawful nature. No Owner, tenant or occupant of a Unit shall do, suffer, or permit to be done, anything in any Unit which would impair the soundness or safety of the Building, or which will result in the cancellation of insurance applicable to the Building, or which would be noxious, offensive or hazardous or an interference with the peaceful possession and proper use of any other Unit, or which would require an alteration to any of the Common Elements in order to comply with any applicable law or regulation, or which would otherwise be in violation of law.

(f) No 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 and the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

(g) No portion of a Residential Unit (other than the entire Unit in accordance with these By-Laws) may be rented, and no transient tenants may be accommodated therein.

(h) A Unit Owner shall not at any time use or occupy or suffer or permit anyone to use or occupy said Owner's Unit or do anything in said Owner's Unit or the Building, or suffer or permit

anything to be done in said Owner's Unit or the Building, in violation of any temporary or permanent certificate of occupancy issued for the Unit and/or the Building, and in the event that any department of the City or State of New York shall at any time contend and/or declare by notice, violation, order or in any other manner whatsoever that the Owner's Unit is used for a purpose which is a violation of such certificate of occupancy, the Unit Owner shall, upon ten (10) days' written notice from the Board of Managers, immediately discontinue such use of the Unit.

(i) Notwithstanding the foregoing or anything contained in the By-laws or the Rules and Regulations to the contrary, Declarant, its successor or its designee may, without the permission of the Board of Managers use or grant permission for the use of any Unit owned by Declarant, its successor or its designee, until such time as the same may have been sold or otherwise conveyed (i.e., an "Unsold Unit"), as general offices for its business ventures or operations, and/or models, sales, leasing, promotion and/or production offices in connection with the sale or rental or Units or for any other purpose, subject only to compliance with applicable governmental laws and regulations. In addition, while Declarant owns at least one Unit, Declarant shall be entitled to erect one or more signs and banners at or on the Building, including but not limited to signs and banners affixed to the windows of Units owned by Declarant, the Building facade, etc., advertising Units for sale or lease or advertising for any other purpose.

(j) No zoning variances with respect to use of any Common Element or Residential Unit may be applied for by a Unit Owner. Any such application shall be made only by or through the Board of Managers. However, the Board shall be under no obligation to apply for zoning variances with respect to Common Elements or Units.

(k) Subject to the rights of Declarant herein and in the Declaration and subject to the rights of the Community Facility Unit Owners in accordance with subsection (m) immediately below, no Owner, tenant or occupant of a Unit shall, without the prior written approval of the Board of Managers and, while Declarant owns at least one Unit, Declarant, which approval may be withheld for any reason or no reason, place or suffer to be placed or maintained (i) within any Unit, any sign or advertising material which shall be visible from the exterior of the Unit or (ii) on the exterior of a Unit or on any window belonging to the Unit or on any Common Element adjacent to the Unit, any sign, banner, awning, canopy, decoration (including, without limitation, seasonal, holiday or any form of decoration), lettering or advertising matter or other thing of any kind.

(l) The Community Facility Unit Owners and/or its tenants shall have an easement to erect, maintain and replace one (1) or more signs on the Property permitted by law for the purpose of advertising the operation of any business conducted therein. Any such signs shall be of reasonable size, dimension, character and color and shall not be located so as to unduly disturb the aesthetics of the Building.

(m)Subject to the right of a Community Facility Unit Owner to alter, connect or subdivide its units and except as set forth below in subsections 7.9(d) and (e), no Owner, tenant or occupant of a Unit shall repair, alter, replace or move any of the General Common Elements, Residential Common Elements, so the Residential Limited Common Elements in or appurtenant to said Owner's Unit, without the prior written consent of the Board, which consent may be withheld for any reason or no reason. A Unit Owner shall not obstruct the Common Elements.

(n) The Units shall be used in a manner appropriate to the design of the building systems and for which adequate elevator, stair, ventilation, plumbing and similar and related facilities exist A

Unit Owner's use of electricity and other systems in the Unit shall not at any time exceed the capacity of any electrical conductors and other equipment in or otherwise serving the Property.

(o) Unit Owners shall maintain their Units and any Limited Common Elements appurtenant thereto, in a manner which will not interfere with the use of the Building by others.

(p) A Unit may in no event be used for purposes, even though lawful, that create, result in, or generate excessive noise, vibration, vermin, or insects in, through or on the Property. No broadcast amplified or otherwise, of live or recorded words, music or other audio from a Unit that is audible from the exterior of the Building to pedestrians and others outside of the Building shall be permitted.

Section 7.7. Additions, Alterations or Improvements by Board of Managers.

(a) The Board of Managers shall have the right to make or cause or permit to be made such additions, alterations and improvements to the General Common Elements or Non-Residential Common Elements, if any, as in its opinion may be beneficial or necessary, or which are requested in writing by a Unit Owner, subject, however, to the requirement that if the addition, alteration or improvement shall cost more than 35% of the then current estimated annual operating budget of the Condominium, exclusive of reserves, such addition, alteration or improvement must be approved by Unit Owners holding more than 66-2/3% in Common Interest, voting at a meeting duly called in accordance with the By-laws. Additions, alterations or improvements to the General Common Elements or Non-Residential Common Elements, if any, that are general in nature and cost equal to or less than 35% of the Condominium's then current estimated annual operating budget, exclusive of reserves, may be made by the Board of Managers and the cost thereof shall be a General Common Expense. Before undertaking any work pursuant to this Section 7.7(a), the Board of Managers may require the consent in writing of any Unit Owner and Mortgagee whose rights, in the Board of Manager's sole judgment, may be prejudiced by the addition, alteration or improvement.

(b) If the Board of Managers determines that a proposed addition, alteration or improvement of a General Common Element (or Limited Common Element, if applicable), or Non-Residential Common Elements, if any, is general in character, the cost thereof shall be a General Common Expense, shared by all Unit Owners in accordance with the By-laws, subject to the requirements of Section 7.2(d) of these By-laws. If the Board of Managers determines that an addition, alteration, or improvement is exclusively or substantially for the benefit of the Unit Owner that requested it, the cost shall be a special assessment against such Owner. If more than one (I) Unit Owner requested the addition, alteration, or improvement, the cost shall be assessed in such proportion as the Board of Managers shall determine to be fair and equitable. The foregoing shall not prevent the Unit Owners affected by such addition, alteration or improvement from agreeing in writing, before or after the assessment is made, to be assessed in different proportions.

(c) The Residential Representatives shall have the right to cause or permit to be made, such additions, alterations and improvements in the Residential Common Elements as in its opinion may be beneficial or necessary to the Residential Area. Said Representatives may also consent to modifications to Residential Common Elements requested in writing by an Owner of a Residential Unit. If the Residential Representatives determines that the modification is general in nature, the cost of implementing it shall be a Residential Common Expense and the cost shall be paid by Residential Unit Owners in accordance with their Residential Common Interests. However, if said expense represents more than or equal to 35% of the then current operating budget for the

Residential Area, exclusive of reserves, the proposed expenditure must be approved by Residential Unit Owners representing more than 66-2/3% in Residential Common Interests, voting at a meeting duly called in accordance with the Bylaws. Expenditures representing less than 35% of the then current operating budget for the Residential Area, exclusive of reserves, may be made by the Residential Representatives without any vote of the Residential Unit Owners and the cost shall be a Residential Common Expense. If the Residential Representatives determines that the proposed addition, alteration, or improvement is exclusively or substantially for the benefit of the Unit Owner that requested it, the cost shall be a special assessment against such Unit Owner. If more than one Unit Owner requested the addition, alteration, or improvement, the cost shall be assessed in such proportion as the Residential Representatives deems fair and equitable, or in such other proportion as the affected Unit Owners agree to in writing.

(d) The Non-Residential Representative shall have right to make or cause or permit to be made, such additions, alterations, and improvements in the Community Facility Common Elements, if any, as in its opinion may be beneficial or necessary to the Community Facility Area. Said Representative may also consent to modifications in or creation of Community Facility Common Elements requested in writing by a Community Facility Unit Owner. If the Non-Residential Representative determines that the modification or creation is general in nature, the cost of implementing it shall be a Community Facility Common Expense which shall be paid by Community Facility Unit Owners in accordance with an allocation determined by the Non-Residential Representative. If the Non-Residential Representative determines that the modification or creation is exclusively or substantially for the benefit of the Unit Owner that requested it, the Non-Residential Representative can determine the cost to be a special assessment against that Unit Owner. If more than one Community Facility Unit Owner requests the modification, the cost shall be assessed in such proportions as the Non-Residential Representative deems fair and equitable, or in such other proportion as the affected Unit Owners agree to in writing.

(e) Notwithstanding the foregoing, until Declarant, its successor or its designee shall have conveyed title to all Residential Units, or for a period of five (5) years following the closing of title to the first Residential Unit by Declarant under the Offering Plan, whichever is earlier, the Board of Managers may not make any addition, alteration, or improvement to the General, Non-Residential or Residential Common Elements without Declarant's prior written consent.

Section 7.8. Additions, Alterations or Improvements by Unit Owners.

(a) (i) Any structural, mechanical, electrical or plumbing addition, alteration or improvement in or to a Residential Unit or the Limited Common Elements appurtenant thereto or to the Common Elements generally, and/or the combination of two (2) or more Residential Units into one (1) Unit or the division of one (1) Residential Unit into two (2) or more Units, shall require the prior written consent of the Board of Managers. Awnings and exterior lighting may not be installed without the prior consent of the Board of Managers, which consent may be withheld for any reason.

(ii) Each Community Facility Unit Owner shall have the right with respect to a Community Facility Unit owned by that Unit Owner, without the prior consent of but with prior notice to the Board of Managers to, (i) make non-structural alterations, additions or improvements to the Community Facility Unit, (ii) change the layout of or number of rooms in the Community Facility Unit, (iii) change the size and/or number of Community Facility Units by subdividing the Community Facility Unit into two or more separate Community Facility Units, combining separate Community Facility Units (including those resulting from sub-division or otherwise) into one or

more Community Facility Units, altering boundary walls between Community Facility Units or otherwise, and (iv) if appropriate, reapportion among the Community Facility Units affected by such changes, their Common Interest. In no event may the sub-division or combination of Units result in a different total aggregate Common Interest than existed for the Community Facility Unites) being sub-divided or combined before the subdivision or combination. In each of the foregoing instances a Community Facility Unit Owner shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction, shall cause the Declaration to be amended, if necessary, and shall hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom. Under no circumstances shall a Community Facility Unit Owner make any changes to a Community Facility Unit which will affect the Residential Common Elements and/or the structural integrity of the Building without the prior written consent of the Board of Managers. Application for such consent shall be made by the Community Facility Unit Owner in accordance with this Section 7.8(a) and the Board shall respond in accordance with the procedures set forth in that Section.

(b) The Board shall be obligated to act on a Unit Owner's request for approval for an addition, alteration, or improvement in or to a Unit within forty-five (45) days after the Board's receipt from the Unit Owner of information and material in sufficient detail for the Board to thoroughly evaluate the request. In connection with any such request for approval, the Unit Owner shall be expected to submit, at a minimum, preliminary plans and specifications prepared by an architect licensed in New York State, and, in the event the request for Board approval concerns the division or combination of Units, a draft of the proposed associated amendment to the Declaration, which shall, among other things, reallocate Common Interest and, if applicable, Residential Common Interests. The Board shall have the right to impose such additional reasonable requirements as it deems appropriate. The 45-day period within which the Board is obligated to act, shall not begin to run until the Board, in its sole reasonable judgment, has received a complete application from the Unit Owner seeking the Board's approval.

(c) The cost of any proposed alteration, improvement, division or combination (including but not limited to the cost incurred by the Board to engage architects, lawyers and other professionals to review the plans and specifications for the proposed construction work and, if applicable, the proposed amendment to the Declaration), shall be borne by the Owner(s) of the Units being altered, improved, divided or combined.

(d) Any alteration, improvement, division or combination by a Unit Owner shall be performed in compliance with all laws, codes, ordinances and regulations, and the provisions of these Bylaws governing alterations generally. Any division or combination of a Unit shall become effective only upon the recording of the amendment to this Declaration prepared by and at the expense of the Unit Owner with the prior approval of the Board, and the concurrent filing of all necessary amendments to the Tax Lot Drawings with the necessary architectural certification affixed. The foregoing amendments to the Declaration and to the Tax Lot Drawings shall be recorded and filed respectively by the Board of Managers, upon the Unit Owner's completion of construction and at the expense of the Unit Owner combining, dividing or otherwise altering the Unites), provided the Board consented to the amendment prior to the Unit Owner's alteration work, in accordance with the procedures contained in the Declaration and By-laws.

(e) Prior to and as a condition of granting consent to the making of any structural, mechanical, electrical or plumbing alteration, repair, addition or improvement to a Unit or the Limited Common Elements appurtenant thereto, or to any other Common Element, the Board may require the Unit

Owner to execute an agreement in the form required by the Board, setting forth the terms and conditions under which the proposed work is to be done, including, without limitation, the name and address of the contractor and the days and hours during which the work is to be done.

(f) Both Residential and Community Facility Unit Owners proposing alteration work shall have the obligation to submit the name and address of their contractor(s), together with a telephone number and contact person for each contractor who will be working in the Unit, in writing to the Board of Managers at least five (5) business days before the work is scheduled to begin. For insurance purposes, electrical and plumbing work in both the Community Facility and Residential Units must be performed by licensed contractors. Further, all contractors must carry liability insurance coverage in such minimum amounts as the Board shall from time to time establish. Proof of license and insurance coverage must be submitted to the Board of Managers at the time the contractor's name is given to the Board. A contractor's liability insurance policy must be in full force and effect at the time the work is performed and must be issued by a reputable insurance company licensed to do business in New York. The contractor shall deliver a certificate of insurance, satisfactory to the Board of Managers, naming the Board of Managers of the Condominium, the Residential Representatives, the Non-Residential Representative, the Managing Agent of the Condominium and all Unit Owners, including but not limited to Declarant, as additional insureds. The determination as to whether an application is complete shall be in the sole discretion of the Board.

(g) Any application to any department of or governmental agency of the City of New York or to any other governmental authority for permits or certificates necessary to make an addition, alteration or improvement in or to any Unit shall be executed by the Board of Managers, if necessary, provided, however, the Board of Managers shall not incur any liability on the part of the Board of Managers or any member of the Board to any contractor, subcontractor, materialman, architect or engineer on account of such installation, addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The Unit Owner shall, if so requested, indemnify the Board of Managers and other Unit Owners in writing for any loss, damage or liability the Board or other Unit Owners may incur, resulting in any way from execution of any such documents. The cost of obtaining any such permits or certificates, as well as the cost of professional fees, if any, incurred by the Board of Managers in evaluating the proposed construction plans, shall be borne by the Owner of the Unit in which the addition, alteration, or improvement is to be made. Any Unit Owner who combines two or more Units into one or more Units, and any Unit Owner who divides a Unit into two or more Units, shall be obligated, at said Unit Owner's sole cost and expense, to obtain the services of a registered architect or engineer to (i) file such drawings and make such applications as may be necessary to obtain, and (ii) if required by law and/or by the Board of Managers, actually obtain, an amended certificate of occupancy for the Building reflecting the changes made by said Unit Owner.

(h) The provisions of Sections 7.8(a)-7.8(g) of these By-laws, shall not apply to any Unit owned by Declarant, its successor or its designee. Declarant, its successor or its designee shall have the right, without the consent of the Board of Managers, other Unit Owners or the holders of Unit mortgages, with respect to Units owned by Declarant, its successor or designees to (i) make alterations, additions or improvements, structural and non-structural, ordinary and extraordinary, interior and exterior, in, to and upon any Unit owned by it, (ii) reverse or change the layout of any Unit and make adjustments in interior dimensions of Units, (iii) change the number of rooms in any Unit, (iv) change the size and/or number of Units by subdividing one or more Units into two

or more separate Units, combining separate Units (including those resulting from such sub-division or otherwise) into one or more Units, altering the boundary walls between Units or otherwise, including, without limitation, incorporating any wall, hallway or portion thereof, or any space or other area abutting a Unit or Units into one or more of said Units, or otherwise, and (v) if appropriate, reapportion among the Units affected by such change their appurtenant Common Interests and Residential Common Interests, provided, however, that Common Interest and Residential Common Interests need not be reapportioned if a portion of the public hallway is incorporated into a Unit or Units as described above. In each of the foregoing instances the Declarant, its successor or its designee shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction, and shall cause the Declaration to be amended, if necessary.

(i) The Board of Managers shall 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 Declarant, its successor or its designee, or by any other Unit Owner, to any Unit, if necessary, provided however, that neither the Board of Managers nor the Unit Owners shall be subjected to any expense or liability by virtue of the execution of the application or such other document. A copy of any such application or document required to be signed by the Board shall be given to the Board by the applicable party.

(j) In order to preserve the architectural harmony of the facade of the Building, minimize the possibility of unsightly or obstructed views from other terraces and Residential Units and promote the safety of those on lower terraces, as well as on the street below, each Residential Unit Owner having the exclusive use of a terrace will be required to obtain the approval of the Board of Managers and Declarant, while Declarant, its successor or designee owns at least one Unit, before altering, decorating (including, without limitation, holiday signs, banners, lights, glitter and the like), landscaping or painting the same. The Board of Managers and Declarant, its successor or designee may grant or withhold such approval in its sole discretion. Notwithstanding anything to the contrary contained in these By-laws or in the Declaration, Unit Owners with terraces appurtenant to their Units shall not be permitted to enclose their terraces or to install awnings on their terraces.

Section 7.9. Use of Common Elements and Facilities.

(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 the furnishing of the services and facilities for which they are reasonably suited and capable. Unless specifically stated herein otherwise, 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 Declarant, its successor, affiliate or designee owns any Unit it shall have the right to maintain general, operational, management, sales and leasing offices on or about the Property, to have its employees, contractors and agents present on the Property, to use the Common Elements and to do all things necessary or appropriate to sell or lease Units, including, without limitation, the right to erect and maintain signs on exterior portions of the Building and elsewhere on the Property.

(d) A Unit Owner of any two or more Units, which Units are serviced or benefited by any General Common Element adjacent or appurtenant to such Units (for example, that portion at the end of any hallway which is directly adjacent to any such Units located on opposite sides of such hallway) shall, to the extent permitted by law and with the consent of the Board (which consent shall not be unreasonably withheld or delayed), have the exclusive right of use of such General Common Element as if it were a part of such Units (including the right, in the above example of a portion of a hallway, to enclose such portion) and no amendment to the Declaration nor reallocation of General Common Interests shall be made, provided such Unit Owner agrees, at its sole cost and expense, to (i) be responsible for the operation, maintenance and repair of such General Common Element for so long as such Unit Owner exercises such exclusive right of use, and (ii) restore such General Common Element to its original condition, reasonable wear and tear excepted, after such Unit Owner ceases to exercise such exclusive right of use. Sponsor and the Unit Owner of any such Units which are Unsold Units (as defined and used by the Attorney General) shall have the rights set forth in the preceding sentence without the necessity for obtaining the consent of the Board of Managers. Notwithstanding the above, if a Unit Owner transfers or conveys its Units to a successor owner, the transferor need not comply with (ii) above provided that the transferee agrees to abide by (i) and (ii) above.

Section 7.10. Right of Access. By acceptance of a deed to Unit, a Unit Owner shall be deemed to have granted a right of access to said Unit Owner's Unit to the Board of Managers, the managing agent and/or any other person authorized by the Board of Managers, for the purpose of making inspections or for the purpose of correcting any condition originating in said Unit Owner's Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in said Unit Owner's 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 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 a manner as will not unreasonably interfere with the use of the Unit for which it was intended. No prior notice shall be required in the event that the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Building or for the safety of the residents or Unit Owners of the Condominium or other persons, or required to avoid the suspension of any necessary service to the Condominium. In case of emergency, such right of entry shall be immediate, whether or not a Unit Owner is present.

Section 7.11. Utilities.

(a) Each Residential Unit and Community Facility Unit will be separately metered for electricity consumed within such Unit. Each Residential and Community Facility Unit Owner will be responsible for paying directly to the applicable utility company the cost of its electrical consumption (the Building will not have gas service). Electricity to Residential Common Elements will be separately metered, and the cost of the same will be borne by the Residential Unit Owners as a Residential Common Expense. Electricity consumed in the General Common Elements and the public areas of the building (including for the Parking Units and the exterior ornamental lighting) will be master metered and the cost shall be borne by all of the Unit Owners as a General Common Expense.

(b) Water shall be supplied to the Property by a master meter and the cost therefor shall be paid by Unit Owners as a General Common Expense. Payment of the bill shall be made by the Board directly to directly to the water company.

ARTICLE 8.

MORTGAGES

Section 8.1. Unit Owner's Rights.

(a) Each Unit Owner shall have the right to give a first mortgage to a Mortgagee on said Owner's Unit, and the Board of Managers will recognize the holder of such first mortgage in connection with the giving of notices of default under these By-laws, provided that (i) the mortgage shall be recorded and shall be expressly subordinate to the Declaration, (ii) the Unit Owner making such mortgage pays all assessments against said Owner's Unit at or prior to the making of the mortgage, and (iii) if the Mortgagee desires notification or approval rights with respect to the Board or the Condominium Instruments, that the Unit Owner and Mortgagee enter into an agreement with the Board of Managers, which, among other things, asks and authorizes that the Board of Managers give copies to the Mortgagee of notices of the Unit Owner's default in payment of Common Charges simultaneously with the Board's notice to the Unit Owner. Notwithstanding anything to the contrary that may be contained in such agreement or in these By-laws, if the Mortgagee fails to object to a proposed action as to which its consent is requested, within sixty (60) days of the date consent is requested from Mortgagee by certified or registered mail, with a "return receipt" requested, Mortgagee's consent shall be deemed given.

(b) Any first mortgagee that satisfies the foregoing criteria shall be referred to as a "Permitted Mortgagee" and any first mortgage held by such Permitted Mortgagee satisfying the foregoing criteria shall be a "Permitted Mortgage."

Section 8.2. Notice to Board of Managers. A Unit Owner who mortgages a Unit shall notify the Board of Managers of the name and address of the 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 on Units".

Section 8.3. Notice of Unpaid Common Charges or Other Default. The Board of Managers, whenever so requested in writing by a Permitted Mortgagee of a Unit (i.e., pursuant to the agreement referred to in Section 8.1 above), shall promptly report any then unpaid Common Charges due from or any other material default by the Owner of the mortgaged Unit. The Board shall also, in the event the Unit has been leased in accordance with Section 9.2 of these By-laws, have the right to provide to the Permitted Mortgagee, copies of notices to tenants, as described herein.

Section 8.4. Notice of Default.

(a) 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 Permitted Mortgagee of that Unit whose name and address has theretofore been furnished to the Board of Managers, provided the Permitted Mortgagee has requested of the Board in writing that it be notified of such default(s) (i.e., pursuant to the agreement referred to in Section 8.1 above). A Permitted Mortgagee who is entitled to receive notices of default by a Unit Owner in accordance with the foregoing, shall also be entitled to cure said default, in accordance with the following paragraph.

(b) (i) The Permitted Mortgagee shall have the right, but not the obligation, for a period of sixty (60) days following receipt of a copy of a default notice, to cure the default in the name and on behalf of the Unit Owner.

(ii) To facilitate the foregoing, for a period of ninety (90) days following the giving of notice to a Permitted Mortgagee of a default by a Unit Owner in payment of Common Charges, the Board of Managers will not commence a proceeding to foreclose its lien for said Unit Owner's nonpayment of Common Charges or other assessments. If the Permitted Mortgagee fails to cure said default within said ninety (90) day period by paying the requisite Common Charges or other assessments (plus late payment charges and interest thereon as per these By-laws), the Board of Managers shall be free to commence a proceeding to foreclose its lien at its discretion.

Section 8.5. Permitted Mortgagees to Notify Board of Managers of Unit Owner's Default. Upon the happening of a default under the terms of a Permitted Mortgage which would permit the holder to declare the entire principal sum due, notice of the intention of the holder to do so shall be given in writing to the Board of Managers prior to instituting a foreclosure action.

Section 8.6. Board of Managers Shall Be Notified in All Mortgage or Other Lien Foreclosures; Right to Bid. The Board of Managers shall be notified in writing of every action brought to foreclosure any mortgage or other lien affecting a Unit. The Board of Managers shall be entitled to bid at any sale, whether the Board of Managers is the plaintiff or a defendant, and to purchase any Unit at such sale (in its name or in the name of a nominee) for such amount as shall be approved by the applicable Unit Owners in accordance with these By-laws, taking into consideration the amount due the plaintiff, the costs and disbursements, and all other charges affecting the Unit. The Board of Managers shall not, however, be limited in their bidding to such amount or total but may bid any higher sum that they find necessary in order to protect the interests of the other applicable Unit Owners.

Section 8.7. Receivers. Notwithstanding anything to the contrary in these By-laws or the Declaration, in the event a receiver is appointed in connection with an action to foreclose a mortgage against a Unit, whether that mortgage is a Permitted Mortgage or otherwise, said receiver shall, upon appointment, be obligated to pay to the Board of Managers all Common Charges and other assessments owed by the defaulting Unit Owner for the six (6) months accrued before appointment of the receiver plus the fees and costs relating to the cost of collecting the unpaid Common Charges and assessments.

Further, upon the appointment of a receiver, the Unit Owner whose Unit is being foreclosed loses all rights accorded a Unit Owner in these By-laws or the Declaration in connection with the operation of the Condominium, including but not limited to the right to appoint or vote for members of the Board of Managers or the Residential Representatives or the Non-Residential Representative, and the right to be a member of such Representatives or an officer of the Condominium and the receiver shall succeed to all such rights.

Section 8.8. Notice to Mortgagee. Notwithstanding anything to the contrary in these Bylaws, the Board of Managers shall provide notice to each Permitted Mortgagee of that Unit whose name and address has theretofore been furnished to the Board of Managers, and to any guarantor of any mortgage on that Unit whose name and address has theretofore been furnished to the Board of Managers, in the event:

(a) the Building or any portion thereof is materially damaged or destroyed by fire or other casualty or the Common Elements, or any material portion of the Common Elements or the subject Unit or any material portion of the subject Unit is taken in condemnation or by eminent domain. For purposes of this Paragraph (a) "materially damaged or destroyed" shall mean if either (i) the cost of repair and reconstruction of the Building is greater than $2,000,000 or (ii) at least 75% of the Building or Unit, as applicable, is destroyed or substantially damaged. For purposes of this Paragraph (a) "material portion . . . . . is taken" shall mean if either (i) such condemnation or eminent domain substantially and adversely affects the use of the Common Elements or the subject Unit or (ii) such condemnation or eminent domain proceeding results in the taking of seventy five percent (75%) or more of the Common Elements or the subject Unit.

(b) any Unit Owner whose Unit is mortgaged to a Permitted Mortgagee defaults in the payment of Common Charges or assessments for a period of sixty (60) days after the obligation to pay such Common Charges or assessments.

(c) any insurance policies insuring the Building that the Board of Managers is required to maintain pursuant to these By-laws lapse, are cancelled or are materially modified.

(d) any proposed amendment to these By-laws or action by the Board of Managers requires the consent in these By-laws of a specified percentage of Permitted Mortgagees.

The provisions in this Section 8.8 shall only apply to the Permitted Mortgagees and guarantors of such mortgage (whose name and address has theretofore been furnished to the Board of Managers) as applicable to the specific affected and subject Unit. For example, in the event of a material casualty in a particular Unit (in subsection (a) above) or a Common Charge delinquency (in subsection (b) above), notice shall only be given to the Permitted Mortgagees and guarantors of that mortgage for the specific and subject Unit the casualty and delinquency affects.

ARTICLE 9.

SALES AND LEASES OF UNITS

Section 9.1. Sales.

(a) No Residential Unit Owner or Parking Unit Owner may sell said Owner's Residential Unit, and/or Parking Unit or any interest therein except by complying with the following provisions:

(i) Any Residential Unit Owner or Parking Unit Owner who receives a bona fide offer (hereinafter called an "Outside Offer") for the sale of said Owner's Residential Unit, and/or Parking Unit together with: (x) the Common Interest appurtenant thereto, (y) the interest of such Unit Owner in any Units theretofore acquired by the Board of Managers (or the Residential Representatives), or its designee, on behalf of all Unit Owners (or on behalf of all Residential Unit Owners, as applicable), or the proceeds of the sale thereof, if any, and (z) the interest of such Unit Owner in any other assets of the Condominium (hereinafter collectively called the "Appurtenant Interests"), which said Owner intends to accept, shall give written notice to the Board of Managers of such offer and of such intention, the name and address of the proposed purchaser, the terms of the proposed transaction, and such assurances and security as are referred to in Section 1.5(e) of these By-laws, if applicable, and shall offer to sell such Residential Unit, and/or Parking Unit, together with the Appurtenant Interests, to the Board of Managers on behalf of the Owners of all other Residential Units, on the same terms and conditions as contained in such Outside Offer. The giving of such notice shall constitute a warranty and representation by the Unit Owner who has

received such offer, to the Board of Managers on behalf of the other Unit Owners, that such Unit Owner believes the Outside Offer to be bona fide in all respects. Within twenty (20) days after the Board of Managers has received notice of the Outside Offer in accordance with the foregoing, plus all additional information the Board has requested, the Board of Managers may elect, by notice to such Unit Owner, (1) to purchase such Residential Unit, and/or Parking Unit, together with the Appurtenant Interests (or to cause the same to be purchased by the Residential Representatives or other designee, corporate or otherwise), on behalf of all other Residential Unit Owners, on the same terms and conditions as contained in the Outside Offer and as stated in the notice from the offering Unit Owner, or (2) to produce a purchaser who will purchase such Residential Unit, and/or Parking Unit, together with the Appurtenant Interests, on the same terms and conditions as contained in the Outside Offer and as stated in the notice from the offering Unit Owner.

(ii) In the event the Board of Managers shall elect to purchase a Residential Unit, and/or Parking Unit, together with the Appurtenant Interests, or to cause the same to be purchased by the Residential Representatives or a different designee, corporate or otherwise, title shall close at the office of the attorneys for the Condominium (or at such other location as the Board of Managers specifies) in accordance with the terms of the offer within sixty (60) days after the giving of notice by the Board of Managers of its election to accept such offer. At the closing, the Residential Unit Owner or Parking Unit Owner shall convey the Residential Unit, and/or Parking Unit and Appurtenant Interests to the Board of Managers or to its designee, on behalf of all other Residential Unit Owners, by deed in the form required by Section 339-0 of the Real Property Law of the State of New York, with all transfer stamps affixed, and shall pay all other transfer taxes arising out of such sale. Real estate taxes and Common Charges shall be apportioned between the Unit Owner and the Board of Managers, or its designee, as of the closing date.

(iii) In the event the Board of Managers waives its right of first refusal with respect to the Outside Offer, or fails to accept such Outside Offer with the 20-day period mentioned above, or timely accepts the Outside Offer but fails to produce a purchaser and close within the 60-day period mentioned above, the offering Residential Unit Owner or Parking Unit Owner shall be free to sell and convey such Unit, together with the Appurtenant Interests, within ninety (90) days after the expiration of the period in which the Board of Managers or its designee might have accepted such offer, to the maker of the Outside Offer (hereinafter the "Outside Offeror"), on the terms and conditions set forth in the notice from the offering Unit Owner to the Board of Managers of such Outside Offer. In the event the offering Unit Owner shall not, within such 90-day period, sell and convey such Unit, together with the Appurtenant Interests, to the Outside Offeror on the terms and conditions contained in the Outside Offer, then should such offering Unit Owner thereafter elect to sell such Unit, together with the Appurtenant Interests, to the same or another Outside Offeror on the same or other terms and conditions, the offering Unit Owner shall be required to again comply with all of the terms and provisions of this Section 9.1.

(iv) Any deed to an Outside Offeror shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, including the By-laws annexed thereto, and the Rules and Regulations, as all of the same may be amended from time to time.

(v) The Board of Managers shall have the right to require Residential Unit Owners and Parking Unit Owners (except for Declarant, its successor and/or its designee) to pay a commercially reasonable fee to the Board and/or the Condominium's Managing Agent to cover expenses in conjunction with the processing of an application for the sale of a Residential Unit, and/or Parking Unit.

(b) Any purported sale of a Unit in violation of this Section shall be voidable at the election of the Board of Managers, and if the Board shall so elect, the purported former Residential Unit Owner or Parking Unit Owner, as applicable, shall be deemed to have empowered the Board to institute legal proceedings to eject the purported new Residential Unit Owner or Parking Unit Owner, as applicable, at the cost and expense of the purported former Unit Owner, who shall be obligated to reimburse the Board for all expenses incurred in connection with such proceeding, including without limitation legal fees and disbursements.

(c) There shall be no restrictions on the right of a Non-Residential Unit Owner to sell said Owner's Non-Residential Unit, except as may be included in elsewhere in these By-laws.

(d) Parking Units may be sold to and owned by persons other than purchasers or owners of Residential Units and Community Facility Units. Thus, the right of first refusal set forth above shall apply to the sale of a Parking Unit. Notwithstanding anything herein to the contrary, the sale of a Parking Unit to an existing Residential Unit Owner or Community Facility Unit Owner will not be subject to a right of first refusal by the Board of Managers and such sale or lease shall not be subject to any review by the Board of Managers.

Section 9.2. Leases.

(a) A Community Facility Unit Owner (including a Mortgagee who acquires title through foreclosure or by deed in lieu of foreclosure), may lease any portion or all of said Owner's Community Facility Unit, without any notice to or consent of the Board. The Community Facility Unit Owner shall provide the Board of Managers with the name, address and telephone number of the Unit Owner's own representative who may be contacted in event of emergency or other problem. However, a Community Facility Unit Owner must regularly advise the Board of Managers in writing of the name of each tenant in its Unit, together with the name, telephone number and address of an individual who is authorized to take action or make decisions respecting the tenant, who may be contacted in event of emergency. The Community Facility Unit Owner also must provide the Board of Managers with the name, address and telephone number of the Unit Owner's own representative who may be contacted in event of emergency or other problem.

(b) A Residential Unit Owner, Parking Unit Owner, other than Declarant, its successor or designee, may lease said Owner's Residential Unit, and/or Parking Unit only in accordance with the following provisions:

(i) Any Residential Unit Owner, and/or Parking Unit Owner who receives a bona fide offer for a lease of said Owner's Residential Unit, and/or Parking Unit which said Owner intends to accept, shall give notice to the Board of Managers of such offer and such intention, together with the name and address of the proposed lessee, and the terms of the proposed lease. Leases of Residential Units, and/or Parking Units must contain terms of at least and not more than twelve (12) consecutive months. The Board of Managers may from time to time prescribe a form upon which the aforementioned information shall be listed.

(ii) No lease of a Residential Unit, and/or Parking Unit shall be made without the prior written limited consent thereto of the Residential Representatives. The Board of Managers shall, within thirty (30) days after receipt of a fully completed application form, advise the Unit Owner in writing of the Residential Representatives' consent or refusal to consent, which limited consent shall only be in accordance with the immediately following sentence. The Residential Representatives' refusal to consent to a Residential Unit Owner's, and/or Parking Unit Owner's

lease must be based upon either (a) the Board of Managers' agreement to lease such Unites) upon the same terms, conditions and rental offered by the proposed lessee, or (b) the Board of Managers' production of a lessee who will lease the Unites) on the same terms, conditions and rental offered by the proposed lessee, or (c) the fact that the proposed lease does not comply with the minimum lease term provisions in paragraph (i) immediately above. If the Residential Representatives (a) affirmatively consent to the Residential Unit Owner's, and/or Parking Unit Owner's lease within thirty (30) days after receipt of a fully completed application fon11, or (b) within thirty (30) days after receipt of a fully completed application form, elect not to lease such Unites) on behalf of all Residential Unit Owners or to produce a lessee for such Unites) or do not otherwise refuse to provide its consent to said Residential Unit Owner's, and/or Parking Unit Owner's lease in accordance with paragraph (i) immediately above, then the Unit Owner shall have the right to consummate the lease on the terms submitted to the Board of Managers.

(iii) The consent of the Residential Representatives to a lease shall not be construed to relieve the Unit Owner from obtaining the consent of the Residential Representatives to another lease, and a Unit Owner who subsequently desires to lease such Unites) shall be required again to comply with all the terms and provisions of this Section 9.2(c).

(c) The Board of Managers shall have the right to require Residential Unit Owners, and/or Parking Unit Owners (except for Declarant its successor or designee) to pay a fee to the Board and/or the Managing Agent to cover expenses in connection with applications for the lease of a Residential Unit, and/or Parking Unit.

(d) Any lease shall be consistent with and shall be deemed to incorporate by reference these By-laws and to provide that, the tenant shall not sublet the demised premises, or any part thereof, and that the Board of Managers shall have power to terminate such lease and/or to bring summary proceedings to evict the tenant. The form of any such lease for a Residential Unit shall be the then current form of apartment lease recommended by The Real Estate Board of New York, Inc.

(e) Each lease for a Residential Unit shall be deemed to incorporate into it the provisions of Real Property Law Section 339-kk. In addition, each lease for a Unit and any lease for all or part of a Community Facility Unit, whether such lease has been entered into in accordance with these By-laws or otherwise, shall be deemed to have incorporated into it the following provisions:

(i) In the event the Owner of the Unit forming all or part of the demised premises under the lease shall be in default in payment of Common Charges for more than sixty (60) days, the Board of Managers shall have the right to notify the tenant of the Unit Owner's default, and in said notice to direct tenant to pay all rent that would otherwise be due under the lease, directly to the Board of Managers. Upon receipt of such rental income the Board shall apply it against Common Charges owed by the defaulting Unit Owner.

(ii) In the event, however, that a Community Facility Unit Owner has made an assignment of rents to a Permitted Mortgagee in connection with a Permitted Mortgage, and the Permitted Mortgagee has previously provided written notice to that effect to the Board of Managers, the Board of Managers shall endeavor to send a copy of the notification of the Unit Owner's default to the Permitted Mortgagee, at the same time as same is sent to the tenant. In such event, the Board shall refrain for a period of thirty (30) days after giving a tenant notice of the Unit Owner's default, from directing tenant to pay its rent directly to the Board, in order to allow the Permitted M0I1gagee to enforce its assignment of rents. If the Permitted Mortgagee notifies the Board in writing during such 30-day period that it has enforced its assignment of rents, the Permitted

Mortgagee shall be required to make payments of Common Charges attributable to the Unit to the Board of Managers. If the Permitted Mortgagee shall not provide notice to such effect to the Board of Managers, then, at the expiration of the 30-day period following the Board's written notice to the tenant and the Permitted Mortgagee of the Unit Owner's default, the Board shall be entitled to direct tenant to pay rent directly to the Board as described above.

(f) Any purported lease of a Residential Unit and/or Parking Unit in violation of this Section 9.2 shall be voidable at the election of the Board of Managers and Declarant, its successor or designee, if applicable, and if the Board shall so elect, the Unit Owner shall be deemed to have authorized and empowered the Board to institute legal proceedings to eject or evict the purported tenant in the name of the Unit Owner as the purported landlord. The Unit Owner shall be obligated to reimburse the Board for all expenses (including without limitation attorney's fees and disbursements) incurred in connection with such proceedings.

(g) Intentionally deleted.

(h) Parking Units may be leased by persons other than purchasers or owners of Residential Units and Community Facility Units. Thus, the right of first refusal set forth above shall apply to the lease of a Parking Unit. Notwithstanding anything herein to the contrary, the lease of a Parking Unit to an existing Residential Unit Owner or Community Facility Unit Owner will not be subject to a right of first refusal by the Board of Managers and such sale or lease shall not be subject to any review by the Board of Managers.

Section 9.3. Consent of Unit Owners to Purchase or Lease of Units by Board of Managers. The Board of Managers shall not exercise any option to purchase or lease any Unit without the prior approval of a majority in number and Residential Common Interests of Residential Unit Owners.

Section 9.4. No Severance of Ownership. No Unit Owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to said Owner's Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership.

Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interest 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 9.5. Release by Board of Managers of Right of First Refusal. The right of first refusal contained in Section 9.1 and 9.2 of these By-laws may be released, terminated or waived by the Board of Managers or the Residential Representatives, as applicable, in which event the Unit, together with the Appurtenant Interests, may be sold, leased or otherwise conveyed free and clear of the provisions of such Sections.

Section 9.6. Certificate of Termination of Right of First Refusal. A certificate, executed and acknowledged by the Secretary of the Condominium, stating that the provisions of Section 9.1 or Section 9.2, as applicable, of these By-laws have been met by a Unit Owner, or have been duly waived by the Board of Managers or the Residential Representatives, as applicable, and that the rights of the Board of Managers, or the Residential Representatives, as applicable, thereunder have

terminated, shall be conclusive upon the Board of Managers and the Unit Owners in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Unit Owner who has in fact complied with the provisions of Section 9.1 and 9.2 of these By-laws or in respect to whom the provisions of such Sections have been waived, upon request.

Section 9.7. Financing of Purchase of Units by Board of Managers. Acquisition of Units by the Board of Managers, or its designee, on behalf of all Unit Owners (or by the Board of Managers or its designee, on behalf of all Residential Unit Owners or on behalf of all Community Facility Unit Owners), may be made from the working capital and Common Charges in the hands of the Board of Managers, or if such funds are insufficient, the Board of Managers may levy an assessment against each Unit Owner in proportion to said Owner's Common Interest or Residential Common Interests, as applicable, as a Common Charge, which assessment shall be enforceable as a special assessment in accordance with these By-laws, or the Board of Managers, in its discretion, may borrow money to finance the acquisition of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, so to be acquired by the Board of Managers. The Board may not take any such action affecting the Residential Area, without the consent of the Residential Representatives, or any such action affecting the Community Facility Area, without the consent of the Non-Residential Representative.

Section 9.8. Exceptions. The restrictions set forth in the provisions of Sections 9.1, 9.2 and 9.11 of these By-laws shall not apply with respect to (a) any sale, lease or other conveyance by a Unit Owner of said Unit Owner's Unit, together with the Appurtenant Interests, to said Unit Owner's spouse or to any of the Unit Owner's adult children or to the Unit Owner's parent or parents or to the Unit Owner's grandparents or grandchildren or to the Unit Owner's adult siblings, or anyone or more of them, or (b) the sale, lease or conveyance of any Unit owned by Declarant or a designee, successor or affiliate of Declarant or any Units resulting from the subdivision or combination thereof, or (c) the acquisition or sale of a Unit, together with the Appurtenant Interests, by a mortgagee or any other bidder at a foreclosure sale, who shall acquire title to such Unit by foreclosure, or (d) the acquisition or sale of a Unit acquired by deed in lieu of foreclosure. The term "spouse" as used in this Section 9.8 and elsewhere in these By-laws, shall mean any adult person of the same or opposite sex to whom the Unit Owner is married, or an adult lifetime partner whose relationship with the Unit Owner is long-term and characterized by emotional and financial commitment and interdependence.

Section 9.9. Gifts and Devises, etc. Any individual Unit Owner shall be free to conveyor transfer his or her Unit and Appurtenant Interests by gift, or to devise his or her Unit and Appurtenant Interests by will, or to pass the same by intestacy, without restriction.

Section 9.10. Waiver of Right of Partition with Respect to Such Units as Are Acquired by the Board of Managers, or Its Designee, on Behalf of All Unit Owners as Tenants in Common. In the event that a Unit shall be acquired by the Board of Managers, or its designee, on behalf of all Unit Owners as tenants in common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

Section 9.11. Payment of Assessments. No Unit Owner, excluding Declarant, its successors or its designees, shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease said Owner's Unit, unless and until said Owner shall have paid in full to the Board of Managers all unpaid Common Charges and other assessments theretofore assessed by the Board against said

Owner's Unit and until said Owner shall have satisfied all unpaid liens against such Unit. In addition, each Unit Owner (except the Board of Managers, Declarant and any affiliate, principal, partner or designee thereof), shall be obligated to pay any commercially reasonable fee authorized by the Board of Managers to be paid to the managing agent of the Condominium, for services performed in connection with processing an application for the sale or lease of said Unit.

Section 9.12. Discrimination. In accordance with regulations of the Department of Law, in determining whether or not to exercise its right of first refusal in connection with the proposed sale or lease of a Residential Unit and/or Parking Unit, as applicable, the Board of Managers may not discriminate against any person on the basis of race, creed, color, national origin, sex, age, disability, marital status or other grounds prohibited by law.

ARTICLE 10.

CONDEMNATION

Section 10.1. Action to Contest Condemnation. The Board of Managers shall have the exclusive right to contest any condemnation or eminent domain proceeding which is directed at taking any portion of the Common Elements or which touches upon, concerns, or affects the use of the Common Elements. No Unit Owner or tenant of a Unit shall impair or prejudice the action of the Board of Managers in contesting such condemnation. Such restriction or prohibition shall not preclude a Community Facility Unit Owner (or a tenant of all or substantially all of a Community Facility Unit, if permitted in such tenant's lease), from contesting the taking in such condemnation or eminent domain proceeding, through the Board of Managers, of said Owner's Unit, or of any trade fixtures or other equipment installed or located in the Unit. In any action contesting a taking by condemnation or eminent domain proceeding, the Board of Managers shall request the court to set forth the allocation of the condemnation award among the Unit Owners affected, taking into account their respective Common Interests, the effect of the taking on each Unit affected thereby, and any other relevant factors.

Section 10.2. Obligation to Restore. In the event of a taking in condemnation or by eminent domain of part or all of the Common Elements or any Unit, the Board of Managers shall be obligated to restore the Common Elements and all Unit Owners shall be obligated to restore' their Units and, provided the Board makes available to the Unit Owners the applicable proportionate share of the condemnation proceeds, any Limited Common Elements appurtenant to their Units. The foregoing obligation of the Board shall not be applicable, however, if the Property is subject to an action for partition in accordance with law or these By-laws or the Declaration. All condemnation awards shall be used for restoration and reconstruction of the interest taken. The Board of Managers may engage a construction manager or general contractor to coordinate the work necessary to complete the restoration of the Unites), Limited Common Elements and the Common Elements as in the case of a casualty, and the cost thereof shall be a General Common Expense.

Section 10.3. Partition Action in Lieu of Continuation of Condominium after Partial Taking by Condemnation. If any condemnation or eminent domain proceeding results in the taking of:

(a) three-fourths or more of the Property, and Unit Owners representing at least 85% in Common Interest voting at a duly called meeting of the Unit Owners promptly resolve not to continue the Condominium, or

(b) less than three-fourths of the Property, but such taking substantially and adversely affects the use of the Property, and Unit Owners representing at least 85% in Common Interest voting at a duly called meeting of the Unit Owners promptly resolve not to continue the Condominium. Then the Property or so much thereof as shall remain, shall be subject to an action for partition at the suit of any Unit Owner or lienor as if owned in common in which event the net proceeds of sale arising out of the partition action, together with the net proceeds of the award from the condemnation or eminent domain proceeding shall be considered one fund and shall be divided by the Board of Managers among all the Unit Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of such Owner's share all liens on such Owner's Unit, in the order of priority of such liens.

Notwithstanding the provisions of subsections (a) and (b) immediately above, the Unit Owners resolution not to continue the Condominium shall only be effective with the consent of at least fifty one percent (51 %) of the Permitted Mortgagees.

Section 10.4. Distribution of Condemnation Awards.

(a) Except (i) as provided in Section 10.3 above, and (ii) with respect to any award obtained by a Community Facility Unit Owner for said Owner's Community Facility Unit or for any trade fixtures or other equipment as further provided in Section 10.1 above, in the event all or part of the Common Elements are taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to an insurance trustee selected by the Board of Managers if the award is more than $50,000.00 and to the Board of Managers if the award is $50,000.00 or less. This $50,000.00 limit shall automatically increase each calendar year by 5% over the limit of the previous year. The Board of Managers or the insurance trustee, as the case may be, shall arrange for the repair, restoration or replacement of such Common Elements to the extent reasonably possible, and shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments, in the same manner as if the Common Elements were destroyed by casualty, as described in Article 6 of these By-laws.

(b) If there shall be a surplus of such proceeds or if the Board of Managers or insurance trustee cannot reasonably repair, restore or replace the Common Elements taken, the proceeds shall be distributed among the Unit Owners, and the Common Interests of the Condominium shall be reallocated among the remaining Units as the court shall have directed or as the Board of Managers shall equitably determine if there was no direction by the court, taking into account in the latter event the respective Common Interest of the Units affected thereby, the effect of the taking on each Unit affected thereby after the completion of any repair, restoration or replacement by the Board of Managers or insurance trustee, and any other relevant factors. Any court direction as to such distribution shall be final. Any Residential Unit Owner who wishes to contest a determination by the Board of Managers as between itself and another Residential Unit Owner, shall do so by submitting the matter to Arbitration as provided in Article 11 of these By-laws, for a determination of a fair and proper distribution, or reallocation of Common Interest, as the case may be, which shall be binding on the Board of Managers, and on all Residential Unit Owners. However, a Residential Unit Owner may not submit to Arbitration a dispute over distribution as between a Residential Unit Owner (and/or the Residential Area) and a Non-Residential Unit (and/or the Non-Residential Area), unless the Non-Residential Unit Owner(s) affected by the dispute agree in writing to such Arbitration. A Non-Residential Unit Owner may withhold consent to Arbitration

for any reason whatsoever. The cost of such Arbitration shall be borne solely by the party submitting the matter for Arbitration.

(c) After any determination of reallocation of Common Interest, the Board of Managers, on behalf of all Unit Owners, shall promptly prepare, execute and record an amendment to the Declaration reflecting such reallocation.

Section 10.5. Temporary Taking. If the temporary use or occupancy of all or any part of a Unit or the Common Elements shall be taken by condemnation or in any other manner for any public or quasi-public purpose, (a) a Unit Owner shall be entitled, except as hereinafter set forth, to receive that portion of the award or payment for such taking which represents compensation (i) for the use and occupancy of the Unit, (ii) for the taking of any property of the Unit Owner or tenants of the Unit Owner in the Unit, and (iii) for moving expenses, and (b) the Board of Managers shall be entitled to receive that portion which represents the cost of restoring any Common Elements, whether located in the Unit, or elsewhere. A Unit Owner shall remain responsible for complying with all obligations under the Declaration and By-laws, to the extent same are not affected by the taking, and shall also remain responsible for payment in full of Common Charges and any and all additional charges payable pursuant to the Declaration and By-laws. Any monies received by the Board as, or as part of, an award for temporary use and occupancy, shall be received, held and applied by the Board on account of Common Charges becoming due under the By-laws.

Section 10.6. Insurance Trustee. The term "insurance trustee" as used in these By-laws shall mean an Institutional Lender which has a capital and surplus account as of its last published statement in excess of One Hundred Million Dollars ($100,000,000). All administrative fees charged by the insurance trustee shall be a General Common Expense unless the insurance trustee is acting exclusively for one or more Unit Owners, in which event the cost of the insurance trustee shall be paid or shared by the Unit Owner(s), as applicable.

ARTICLE 11.

ARBITRATION

Section 11.1. Applicability. Arbitration (hereinafter "Arbitration"), shall be available in those cases where the Declaration or these By-laws require that the applicable party not unreasonably withhold or delay its consent, approval, determination, authorization or acceptance, or that the applicable party act in a reasonable manner, or that the applicable party exercise or refrain, in its reasonable discretion, from exercising any right granted to it in these By-laws or the Declaration, or where as a matter of law, the party may not unreasonably withhold or delay its consent. Arbitration shall also be applicable in all other instances pursuant to these By-laws or the Declaration where a dispute mayor must be resolved through Arbitration.

Section 11.2. Appointment of Arbitrators.

(a) In any circumstance for which Arbitration is required or permitted under the Declaration or these By-laws, the party desiring Arbitration shall, within 15 business days of the event giving rise to the right to Arbitration, give written notice to such effect to the other party. Such notice also shall state the name and address of the arbitrator said party has appointed on its behalf, and shall state the issue to be arbitrated. Within five (5) business days after such notice is given, the other party by written notice to the original party, shall provide the name and address of a second person which said party shall have appointed on its behalf. If within five (5) business days following notice of the appointment of the second of said arbitrators, said two arbitrators shall be unable to

resolve the issue, the two arbitrators shall, no later than five (5) business days after the end of their initial 5-day determination period, appoint by instrument in writing, a third person, as an impartial arbitrator, who shall proceed with the two arbitrators first appointed to determine the matter.

(b) If after notice of the appointment of the first arbitrator is given, the second arbitrator shall not have been appointed as aforesaid, then the party originating the Arbitration may apply for the appointment of an arbitrator in the manner hereinafter provided for the appointment of a third arbitrator in the case where the two arbitrators chosen hereunder are unable to agree upon such appointment.

(c) If the two (2) initial.ly-appointed arbitrators shall be unable to agree within five (5) business days following the appointment of the latter of said arbitrators upon the matter in dispute and, in the event of the foregoing circumstances, if they shall fail to agree on an arbitrator to serve as the third arbitrator as aforesaid, then either patty may apply to the American Arbitration Association ("AAA") or any successor organization (or if such organizations shall fail, refuse or be unable to act, to a court of competent jurisdiction in the State of New York) for the designation of such arbitrator.

(d) If any arbitrator appointed by either of the parties, by the AAA (or any successor organization), or court, or by the other two (2) arbitrators, shall die, become disqualified or incapacitated, or shall (for reasons beyond his or her control) fail to act, before such matter shall have been determined, a substitute arbitrator shall promptly be appointed by the person or persons who appointed the arbitrator who shall have died, become disqualified or incapacitated or who shall have failed to act, and if a substitute arbitrator is not so named within three (3) business days after such death, disqualification, incapacity or failure to act, such substitute arbitrator shall be appointed by application to the AAA, as described above.

Section 11.3. Qualification of Arbitrators. Each arbitrator shall be a person who shall have had at least ten (10) years' continuous experience in the City of New York in a calling connected with the matter of the dispute (e.g., in the management or operation of first-class mixed-use [i.e., residential and commercial] buildings in New York City, or in construction and/or architectural or engineering endeavors, etc.), shall be associated with a firm engaged in such business, and when required by law or regulation pertaining to practice of the profession or trade, shall be licensed to practice in New York. Any third arbitrator appointed in accordance with this Article 11 shall be impartial and shall not then be employed or controlled by, controlling or under common control with any member of the Board of Managers, any Unit Owner, any manager or managing agent of the Condominium or any component thereof, or any affiliates of the foregoing.

Section 11.4. Procedures.

(a) Arbitration shall be conducted, to the extent consistent with the Declaration and these By-laws, in accordance with the then prevailing Arbitration Rules for expedited procedures of the AAA, other than rules relating to the appointment of arbitrators, and such other procedures as are agreed to by the parties. All parties shall have the right to appear and be represented by counsel before the appointed arbitrators and to submit such data and memoranda in support of their respective positions in the matter in dispute as they may deem necessary or appropriate in the circumstances.

(b) Following presentation and submission of all such data, memoranda and similar material by all parties to the Arbitration in support of their positions, the arbitrators shall be obligated to render a determination within the time period set forth in this Article 11 for the rendering of

decisions. The arbitrators' determination shall in all instances be in writing and shall not be rendered verbally.

(c) In the event a third arbitrator is appointed as described above, the arbitrators shall be instructed to render a decision within five (5) business days of the third arbitrator's appointment. In all Arbitrations, the written decision of any two arbitrators in accordance with the foregoing, shall be final and binding upon the parties to the Arbitration and judgment may be entered thereon in any court of competent jurisdiction. In rendering their decision, the arbitrators shall have no power to modify any of the provisions of the Declaration or these By-laws, and the jurisdiction of the arbitrators is limited accordingly, it being specifically understood that in no event shall the arbitrators have the authority to award damages.

Section 11.5. Costs and Expenses. In any Arbitration the losing party shall pay the fees and disbursements of the arbitrators and all other costs associated with the Arbitration, including the legal fees and disbursements, and out-of-pocket expenses of the other parties involved in the Arbitration, un less the Declaration or these By-laws provides otherwise with respect to specific items of dispute.

Section 11.6. Agreement by Parties. The parties to any dispute required or expressly permitted to be submitted to Arbitration under these By-laws or the Declaration, may, by mutual written agreement between them, vary any of the provisions of this Article 11 with respect to the Arbitration of such dispute, or may agree to resolve their dispute in any other manner.

ARTICLE 12.

RECORDS AND AUDITS

Section 12.1. General. The Board of Managers shall be required to keep detailed records of the actions of the Board of Managers and the managing agent, minutes of the meetings of the Board of Managers, minutes of the meetings of the Unit Owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures arising from the operation of the Property, as well as a separate account for each Unit which, among other things, shall contain the amount of each assessment of Common Charges and other assessments against such Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. Such records and vouchers authorizing payments shall be available for examination by Unit Owners at convenient weekday hours. An annual report of the receipts and expenditures of the Condominium audited by an independent public accountant, shall be rendered by the Board of Managers to all Unit Owners, promptly after the end of each fiscal year. The cost of such report shall be paid by the Board of Managers as a General Common Expense.

Section 12.2. Examination of Books. Each Unit Owner and each Permitted Mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times and upon reasonable notice, on business days, but not more often than once a month.

ARTICLE 13.

GENERAL

Section 13.1. Notices.

(a) All notices required or desired to be given hereunder shall be sent by registered or certified mail or recognized overnight courier (e.g. Federal Express, UPS, DHL etc.). All notices to the

Board of Managers shall be sent to them at the Property or to such other address as any of the foregoing entities or persons may hereafter designate from time to time, in writing. All notices to any Unit Owner shall be sent by registered or certified mail or recognized overnight courier to the Building or to such other address as may have been designated by said Unit Owner from time to time, in writing, to the Board of Managers. All notices to Permitted Mortgagees of Units shall be sent by registered or certified mail or recognized overnight courier 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 five (5) days after mailing, except notices of change of address which shall be deemed to have been given when received and notices sent by recognized overnight courier shall be deemed to have been given on the next business day.

(b) Whenever any notice is required to be given by law, the Declaration or these Bylaws, a waiver thereof, in writing, signed by the person(s) entitled to such notice, whether before or after the times stated therein, shall be deemed the equivalent thereof.

Section 13.2. Real Estate Taxes.

(a) During any interim period following recording of the Declaration when individual tax lots legally will be established of record for each Unit but during which time separate real estate tax assessments and real estate tax bills for each tax lot have not yet been issued (the "Interim Period"), real estate taxes shall be allocated to each Unit based on real estate taxes assessed against the entire Property. During this Interim Period (i) each Residential Unit's and each Parking Unit's proportionate share of real estate taxes will be based on the Proportionate Valuation attributable to that Unit multiplied by the portion of the total Property assessment attributable to Residential Units and (ii) each Community Facility Unit's proportionate share of real estate taxes will be based on the Unit's aliquot share of the portion of the total Property assessment attributable to Community Facility Units, all as estimated by Declarant in consultation with its professional real estate tax advisors. "Proportionate Valuation" as used in this Section 13.2 shall mean the ratio that the Unit's offering price, as set forth in Schedule A to the Offering Plan, bears to the projected gross sell-out price of all Residential Units and all Parking Units offered under the Offering Plan. If at the time the Units are separately assessed, it is determined that the assessing authority used a method of allocation of the Property assessment among all Units substantially different than the foregoing, the allocations made during the Interim Period will be adjusted to incorporate the method of assessment used by the assessing authority and any necessary reimbursements shall be made.

(b) (i) Until the Units are separately assessed, the Board of Managers will collect from each Unit Owner, and will place in escrow, an amount equal to the Unit Owner's estimated proportionate share of real estate taxes projected to be due for the entire Property on the next upcoming tax payment due date, based on the foregoing allocation method. Escrows for real estate taxes will be billed and collected monthly with Common Charges, based upon the then current tax rate (or a higher rate to hedge against a possible increase in rate at the beginning of a new tax year, if the new rate has not yet been set). The Board of Managers will pay all taxes allocable to Units not owned by Declarant, at the time such taxes are due, from the tax escrow account.

(ii) If the actual taxes due for any period for which the Board of Managers collected escrows are higher than the amount collected and held in escrow, the Board of Managers shall pay the difference and shall bill Unit Owners for their proportionate share of any necessary reimbursement, as a special assessment. If any Unit Owner fails to pay said Owner's pro rata share

of real estate taxes when due, by Common Charge billing, special assessment billing, or both, the Board of Managers will have a lien on such Owner's Unit for non-payment thereof, as if such charges were Common Charges. If the actual taxes due are lower than the amount collected and held in escrow by the Board of Managers, the Board shall pay the tax bill and return to Unit Owner, Owner's proportionate share of any excess. At such time as the Unit is separately assessed, the Unit Owner will pay taxes directly to the taxing authority. If the Units are separately assessed with tax payments to commence during a period for which the Board of Managers holds escrow funds, the Board will return the funds to each Owner and the Owner will pay said Unit Owner's own tax bill.

(c) The Board of Managers shall have the right accorded boards of managers in Section 339-y of the Condominium Act to act as an agent for each Unit Owner who gives the Board written authorization to seek administrative and judicial review of the real estate tax assessment for such Owner's Unit. The Board accordingly may retain legal counsel on behalf of the 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 shall have a lien as if for Common Charges, pursuant to Section 339-z of the Condominium Act.

Section 13.3. Abatement and Enjoinment of Violations by Unit Owners. The violation of any rule or regulation adopted by the Board of Managers, or the breach of any By-law contained herein, or the breach of any provision of the Declaration, shall give the Board of Managers the right, in addition to any other rights set forth in these By-laws, upon reasonable notice to the Unit Owner, (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 (provided, however, that no prior notice shall be required in the event that the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Property or for the safety of the residents of the Condominium or other persons or required to avoid the suspension of any necessary service to the Condominium), or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 13.4. Invalidity. The invalidity of any part of these By-laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-laws.

Section 13.5. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-laws, or the intent of any provision thereof.

Section 13.6. Plurals. The use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 13.7. Waiver. No restriction, condition, obligation, or provision contained in these By-laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE 14.

AMENDMENTS TO BY-LAWS

Section 14.1. General. Except as hereinafter provided otherwise, these By-laws may be modified or amended by vote of at least 80% in number and in Common Interest of all Units at a

meeting of Unit Owners duly held for such purpose. Notwithstanding the foregoing, no provision of these By-laws or the Declaration to which they are appended may be amended which shall materially impair or prejudice the rights and priorities of Permitted Mortgagees without the consent of at least fifty one percent (51%) of the Permitted Mortgagees, which consent by the Permitted Mortgagees shall not be unreasonably withheld, delayed or conditioned.

Section 14.2. Declarant's Rights.

(a) Declarant, its successor or designee, shall have the right, without the calling of a meeting and without the vote or consent of other Unit Owners, or the Board of Managers, or the holders of Unit mortgages, to execute (or to require the Board of Managers to execute), and to record in the City Register's Office, an amendment to these By-laws to reflect changes in Units owned by Declarant and the reapportionment of Common Interest and Residential Common Interest in and among such Units, in accordance with the provisions of Section 7.8 of these By-laws, and related changes arising out of such modifications. All expenses in connection with the preparation, recordation and filing of such amendment shall be paid by Declarant, its successor or its designee, unless Declarant shall otherwise arrange with the party on whose behalf the modifications are being made.

(b) The following provisions of these By-laws may not be amended, without the consent in writing of Declarant, its successor or its designee so long as Declarant, its successor or its designee shall be the owner of one or more Units:

(i) Section 2.1 insofar as it provides that Declarant or its designee has the right to appoint a specific number of members of the Board and Residential Representatives under the circumstances and for the period of time specified therein;

(ii) Section 2.5(F) insofar as it provides that the Board of Managers may not exercise certain powers without Declarant's prior written consent;

(iii) Section 2.15 insofar as it provides for representation of and control by Declarant, its successor or designee on any committees created by the Board of Managers, so long as Declarant or its designee has a right to designate members of and control the Residential Representatives;

(iv) Section 7.6(a) and 7.6(j) insofar as it provides for Declarant to have the right to use any Unit for general, leasing and sales office purposes, and permits Declarant signage rights.

(v) Section 7.6(1) insofar as it provides for Declarant to have the right to exercise its consent or refusal to allow for placement by any Unit Owner of signage.

(vi) Section 7.8(h) insofar as it provides that the provisions of Sections 7 .8(a)-7 .8(g) are inapplicable to Declarant, and accords Declarant certain specified rights regarding alteration, combination and subdivision of Units.

(vii) Section 7.8(j) insofar as it provides for Declarant to have the right to exercise its consent or refusal to allow for altering, decorating, landscaping or painting a terrace.

(viii) Section 7.9(c) insofar as it provides, among other things, for Declarant to have the right to maintain general, sales and leasing offices on the Property, to have employees, contractors and agents on the Property, to use the Common Elements in connection with sales and leasing, and to erect and maintain signs on exterior portions of the Building and elsewhere on the Property.

(ix) Section 9.8 insofar as it provides that the provisions of Sections 9.1 and 9.2 shall not apply with respect to a sale or lease of any Unit owned by Declarant, its successor or its designee or any Units resulting from the subdivision or combination thereof;

(x) Article 2 with respect to Declarant's rights in connection with removal of its designated members on the Board of Managers;

(xi) All provisions concerning Declarant's rights with respect to alterations, additions and improvements of Units owned by it;

(xii) All provisions requiring that the By-laws may not be amended so as to adversely affect Declarant; and

(xiii) This Article 14.

Section 14.3. Use of Units. Notwithstanding anything to the contrary herein contained, no provision of these By-laws or the Declaration to which they are appended relating to the use of the Units may be amended without the consent of every Unit Owner affected by such amendment.

ARTICLE 15.

CONFLICTS

Section 15.1. Generally. These By-laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these By-laws conflict with the provisions of said statute or of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

EXHIBIT A

INITIAL RULES AND REGULATIONS OF

73 WOODSIDE MANOR CONDOMINIUM

1. The sidewalks, entrances, passages, public halls, elevators, vestibule, corridors and stairways of the Building shall not be obstructed or used for any other purpose than ingress to and egress from the Units.

2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the passages, public halls, vestibules, corridors, stairways or landings of the Building, nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows, balconies, terraces or roofs or placed upon the window sills; Unless specifically permitted in the By-laws no awnings, fans, or other projections shall be attached to the outside of the Building without the prior written approval of the Board of Managers.

3. Neither occupants nor their guests shall play in the entrances, passages, public halls, elevators, vestibule, corridors or stairways.

4. No Common Element, public hall or public elevator vestibule shall be decorated or furnished by any Unit Owner in any manner.

5. Each Unit Owner shall keep Unit Owner's Unit and its appurtenant Limited Common Elements, if any, in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

6. No window decorations shall be used in or about any Residential Unit, unless otherwise required by law, except such as shall have been approved in writing by the Board of Managers of the Condominium, which approval shall not be unreasonably withheld or delayed.

7. No radio, television, cable or dish aerial shall be attached to or hung from the exterior of the Building and, no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window, terrace or other part of the Building except by the Declarant, its successor or its designee, and the Owners of the Community Facility Unit Owners (as permitted in the By-laws) and except as otherwise permitted pursuant to the Declaration, the By-laws or shall have been approved in writing by the Board of Managers or Declarant, for so long as Declarant owns a Unit, nor shall anything be projected from any window without similar approval.

8. No ventilator or air conditioning device shall be installed in any Residential Unit without the prior written approval of the Board of Managers.

9. All radio, television, cable, internet, fiber optic, telephone, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit Owner's Unit.

10. No baby carriages, bicycles, scooters or similar vehicles shall be allowed to stand unattended in the passages, public halls, vestibule, corridors or other public areas.

11. No Unit Owner shall make or permit any disturbing noises or activity or do or permit anything to be done therein, which will interfere with the rights, comforts or convenience of other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a phonograph or radio or television set or other loud speaker in such Unit Owner's Unit between II :00 P.M. and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No construction or repair work or other installation involving noise shall be conducted in any Unit (excluding Units owned by Declarant, its successor or designee) except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 6:00 P.M., unless such construction or repair work is necessitated by an emergency.

12. No bird, reptile or animal shall be permitted, kept or harbored in the Unit unless the same in each instance shall have been expressly permitted in writing by the Board of Managers and such consent, if given, shall be revocable by the Board of Managers in its sole discretion, at any time.

Notwithstanding the foregoing, a Unit Owner shall be permitted to maintain not more than two (2) cats, birds or dogs each weighing no more than fifteen (15) pounds in anyone (1) Residential Unit without the prior consent of the Board of Managers. In no event shall any bird, reptile or animal be permitted in any of the public portions of the Building unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills or other public portions of the Building or on the sidewalk or street adjacent to the Building.

13. No occupant of the Building shall send any employee of the Board of Managers, the Condominium or of the managing agent thereof out of the Building on any private business. In addition, any Condominium employee to whom any property shall be entrusted by or on behalf of a Unit Owner shall be deemed to be acting as said Unit Owner's agent with respect to such property and neither the Condominium nor the Board of Managers nor its agents, shall be liable for any damage to property of said Unit Owner or of other entrusted to employees of the Condominium nor for the loss of, or damage to, any property of the Unit Owner by theft or otherwise.

14. The agents of the Board of Managers or the managing agent, and any contractor or worker authorized by the Board of Managers or the managing agent may enter any room or Unit at any reasonable hour of the day, on at least one day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

15. Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors. All removals or the carrying in or out of any safes,

freight, furniture or bulky matter of any description must take place in the manner and during the hours which the Board of Managers shall designate.

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

17. Complaints regarding the service of the Building shall be made in writing to the Board of Managers or to the managing agent.

18. Any consent or approval given under these Rules and Regulations may be granted, refused, added to, amended or repealed, in the sole discretion of the Board of Managers, at any time by resolution of said Board.

19. Unit Owners shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Units.

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

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

22. The Board shall have the right from time to time to relocate or reallocate any space in the Building devoted to service purposes.

23. In the event that any Unit is used for home occupation purposes permitted by law, clients or other invitees shall not be permitted for any purpose to wait in any lobby, public hallway or vestibule, unless such lobby, hallway or vestibule is part of the Unit.

24. No Residential Unit Owner shall install any plantings on any terrace without the prior written approval of the Board of Managers.

25. Terrace floor loads are designed for small potted plants only. The Board of Managers may promulgate specific weight limits as well. Any damage to the Building or to the personal property of another Unit Owner or occupant of the Building caused by a Unit Owner's terrace or roof plantings or improper maintenance thereof, shall be the responsibility of the Unit Owner whose plants caused the damage, to repair. If the Unit Owner fails to repair the damage, the Board of Managers may cause the damage to be repaired and shall assess the Unit Owner for all costs incurred in connection therewith.

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

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FLOOR PLAN

PLOT PLAN

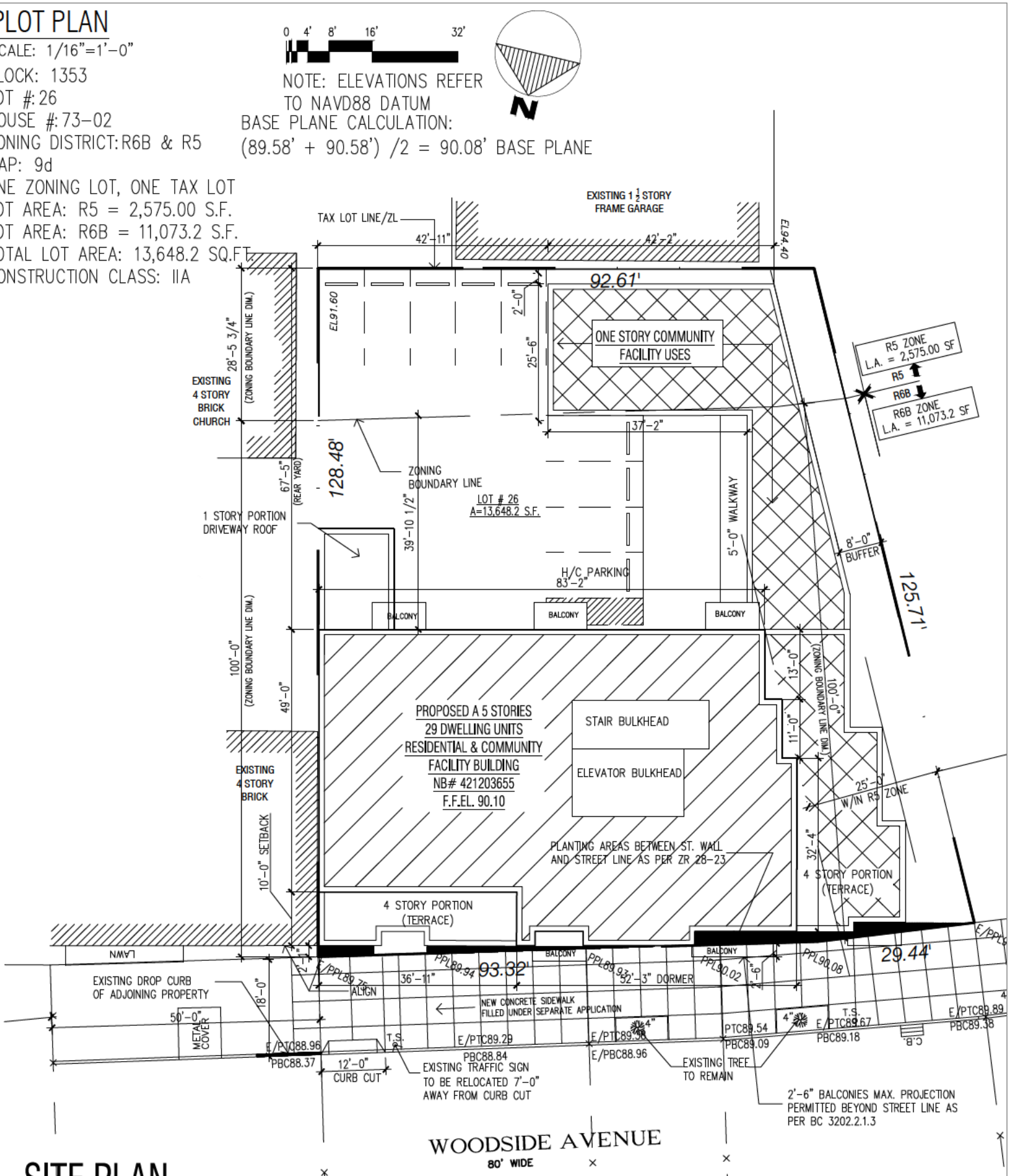
SCALE: 1/16"=1'-0"

BLOCK: 1353
LOT #: 26
HOUSE #: 73-02
ZONING DISTRICT: R6B & R5
MAP: 9d
ONE ZONING LOT, ONE TAX LOT
LOT AREA: R5 = 2,575.00 S.F.
LOT AREA: R6B = 11,073.2 S.F.
TOTAL LOT AREA: 13,648.2 SQ.FT.
CONSTRUCTION CLASS: IIA

0 4' 8' 16' 32'

NOTE: ELEVATIONS REFER TO NAVD88 DATUM

BASE PLANE CALCULATION:
(89.58' + 90.58') /2 = 90.08' BASE PLANE



SITE PLAN

0' 4' 8' 16' 32'

All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

12/21/2022

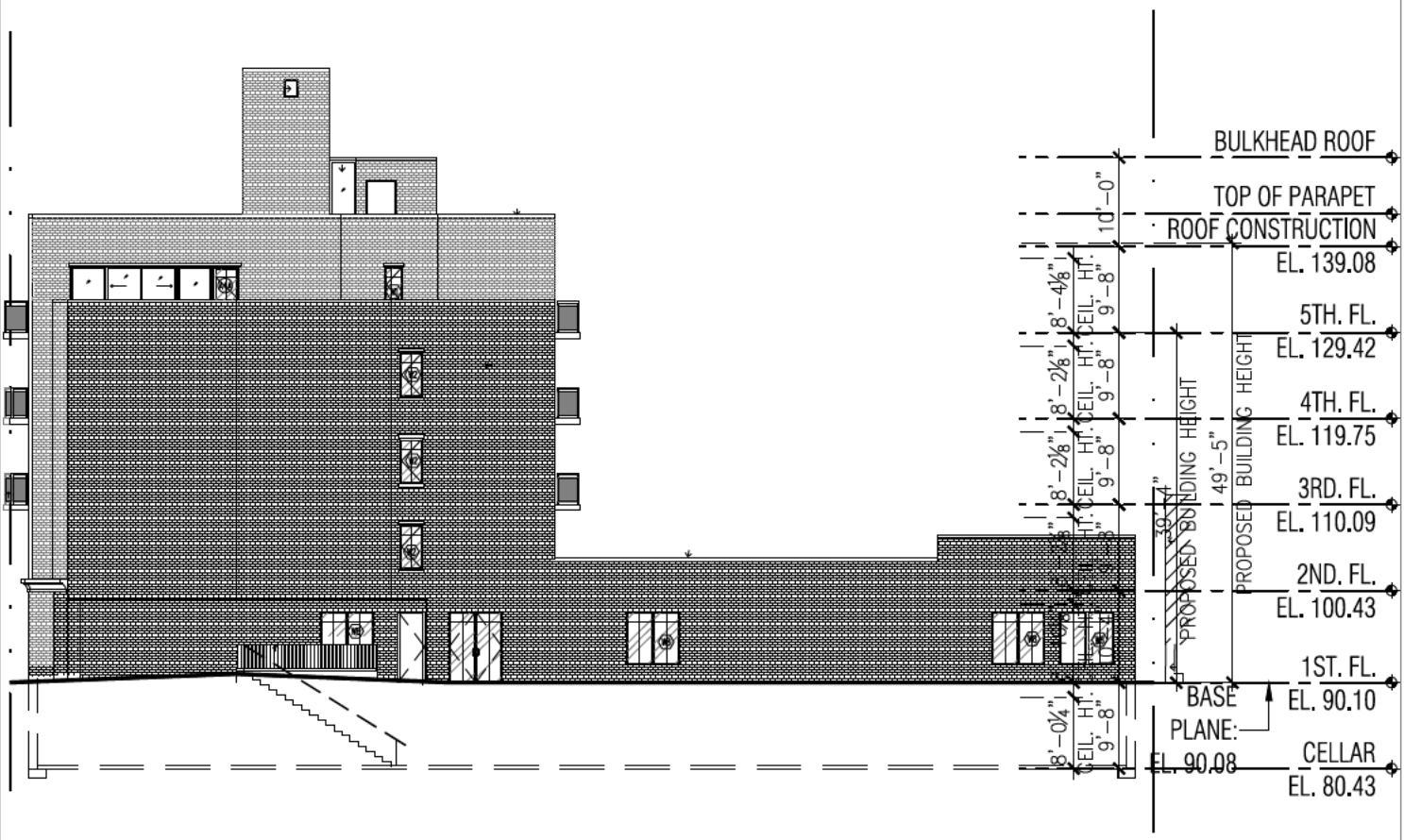


FRONT ELEVATION

0' 4' 8' 16' 32'

All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

12/21/2022

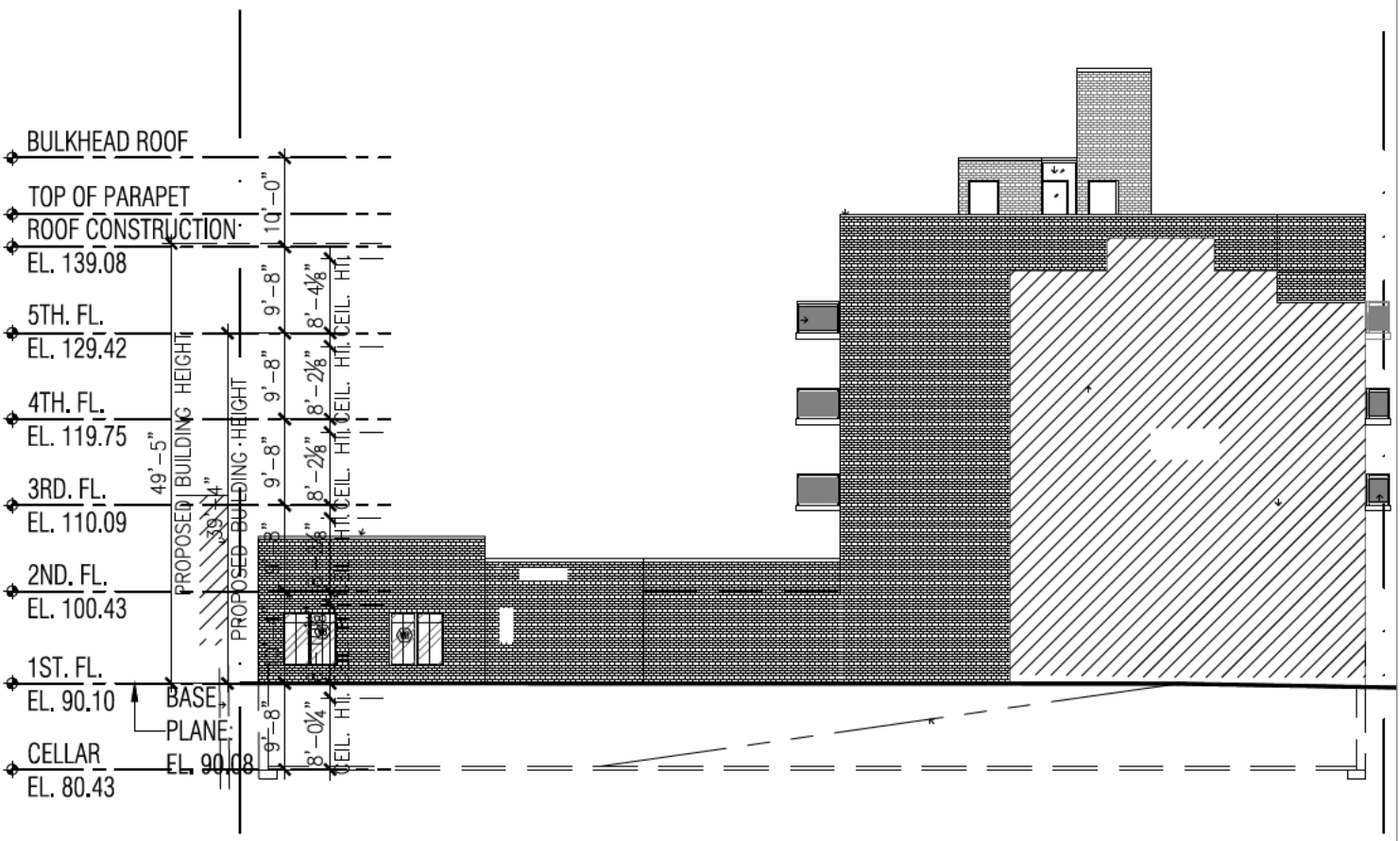


SIDE ELEVATION

0' 4' 8' 16' 32'

All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

12/21/2022

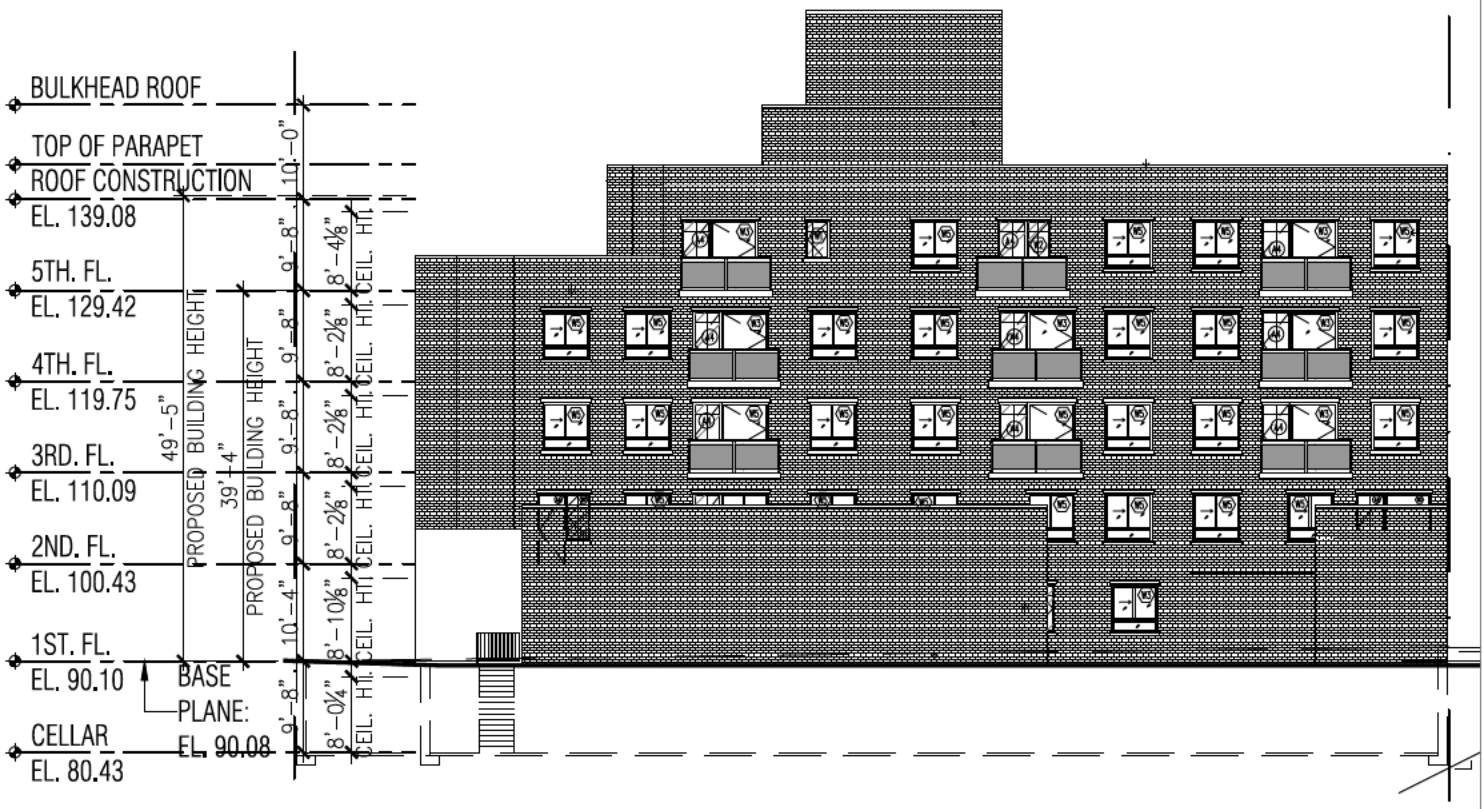


SIDE ELEVATION

0' 4' 8' 16' 32'

All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

12/21/2022

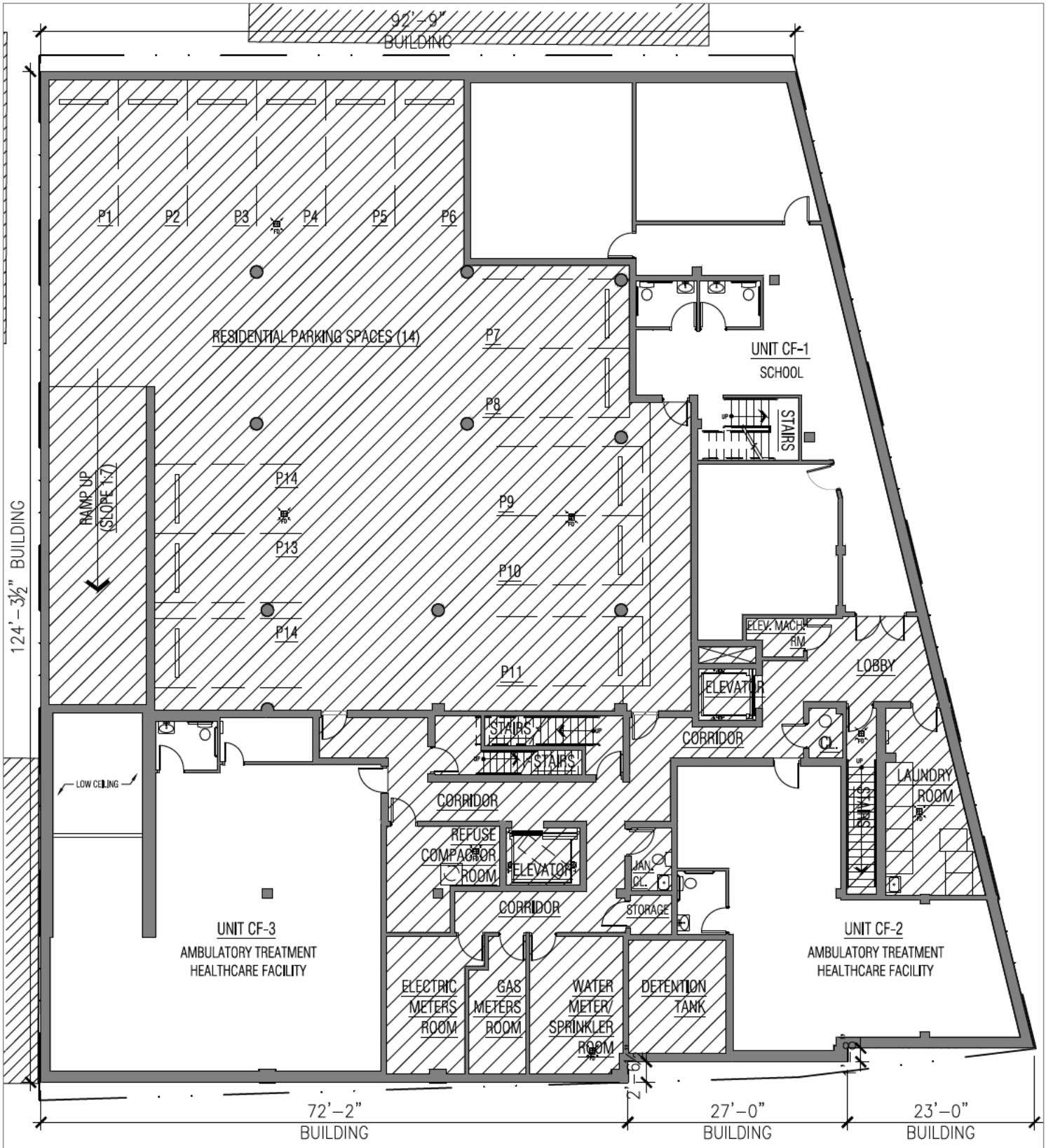


REAR ELEVATION

0' 4' 8' 16' 32'

All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

12/21/2022



CELLAR PLAN

0' 4' 8' 16' 32'

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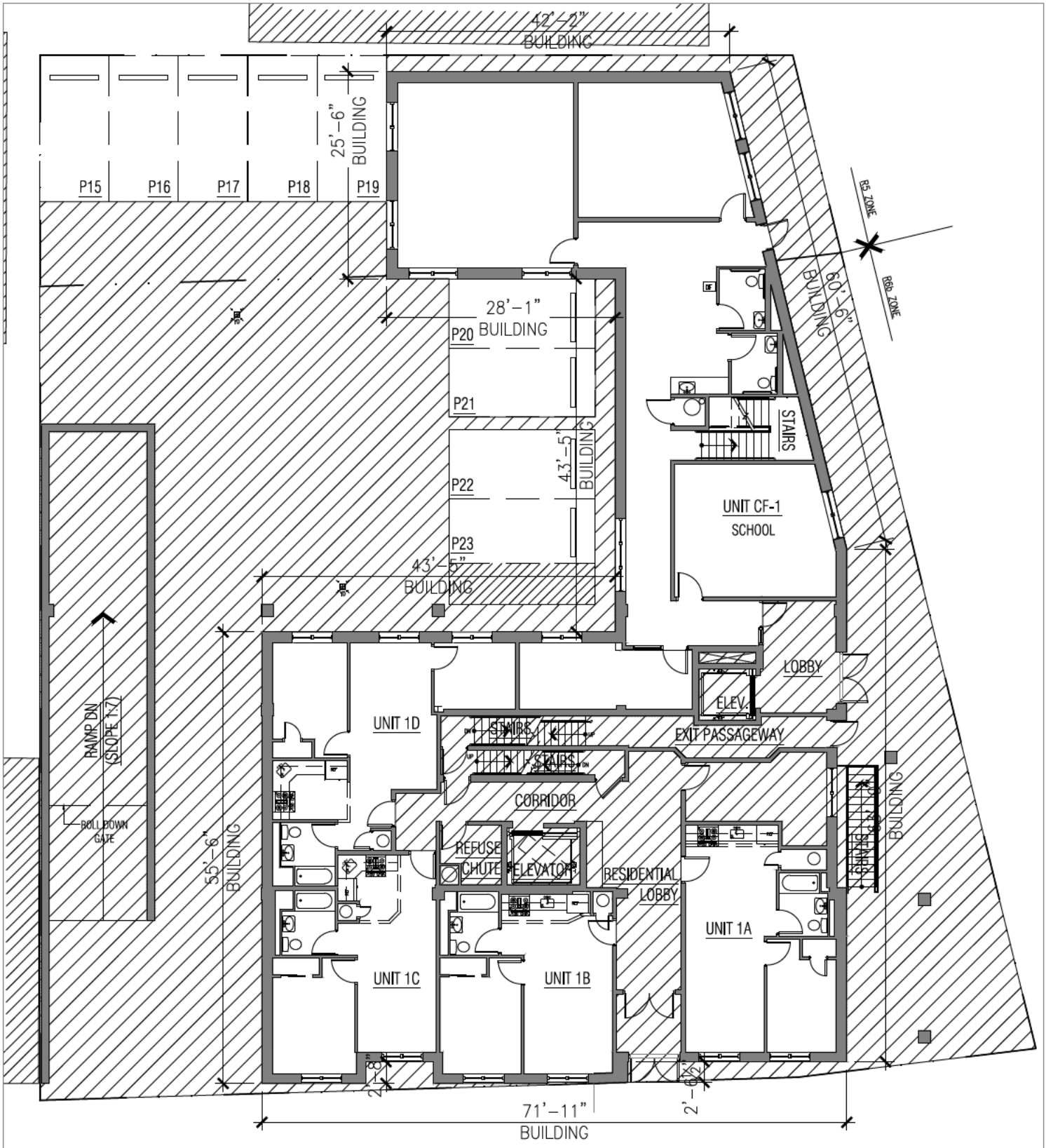
LEGEND:

COMMON ELEMENT

LIMITED COMMON ELEMENT

All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

12/21/2022



FIRST FLOOR PLAN

0' 4' 8' 16' 32'

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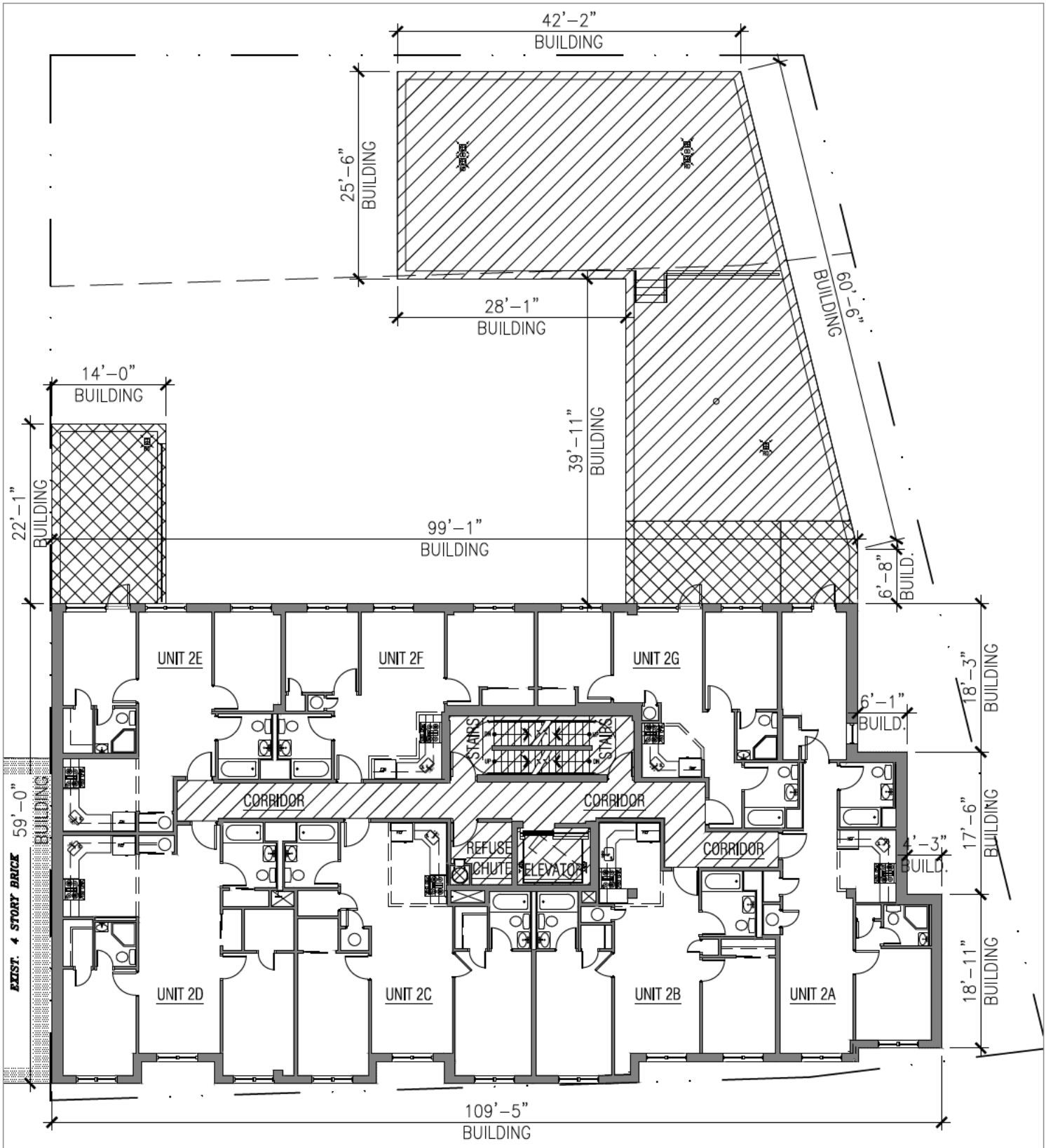
LEGEND:

COMMON ELEMENT

LIMITED COMMON ELEMENT

All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

12/21/2022



SECOND FLOOR PLAN

0' 4' 8' 16' 32'

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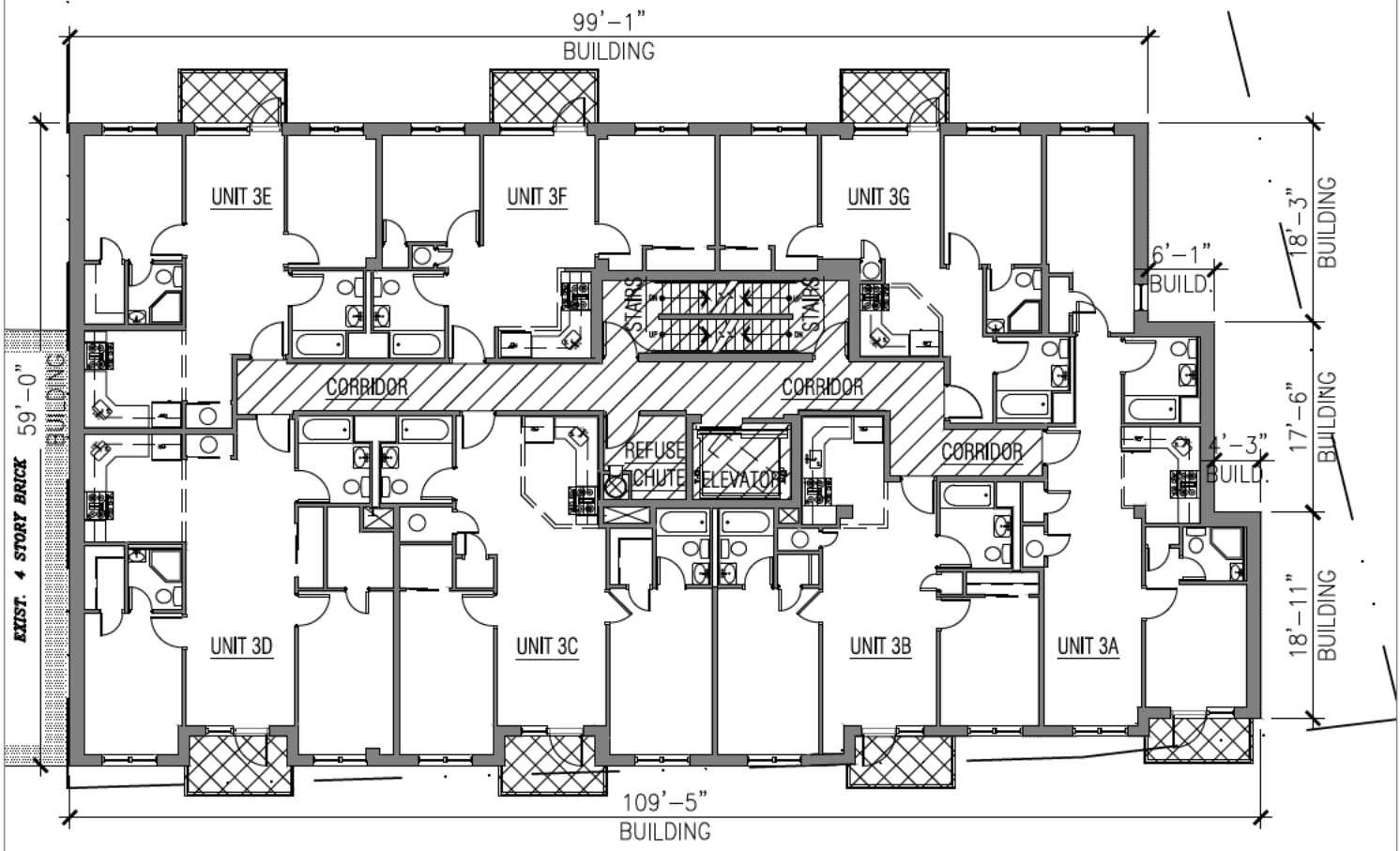
LEGEND:

COMMON ELEMENT

LIMITED COMMON ELEMENT

All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

12/21/2022



THIRD FLOOR PLAN

0' 4' 8' 16' 32'

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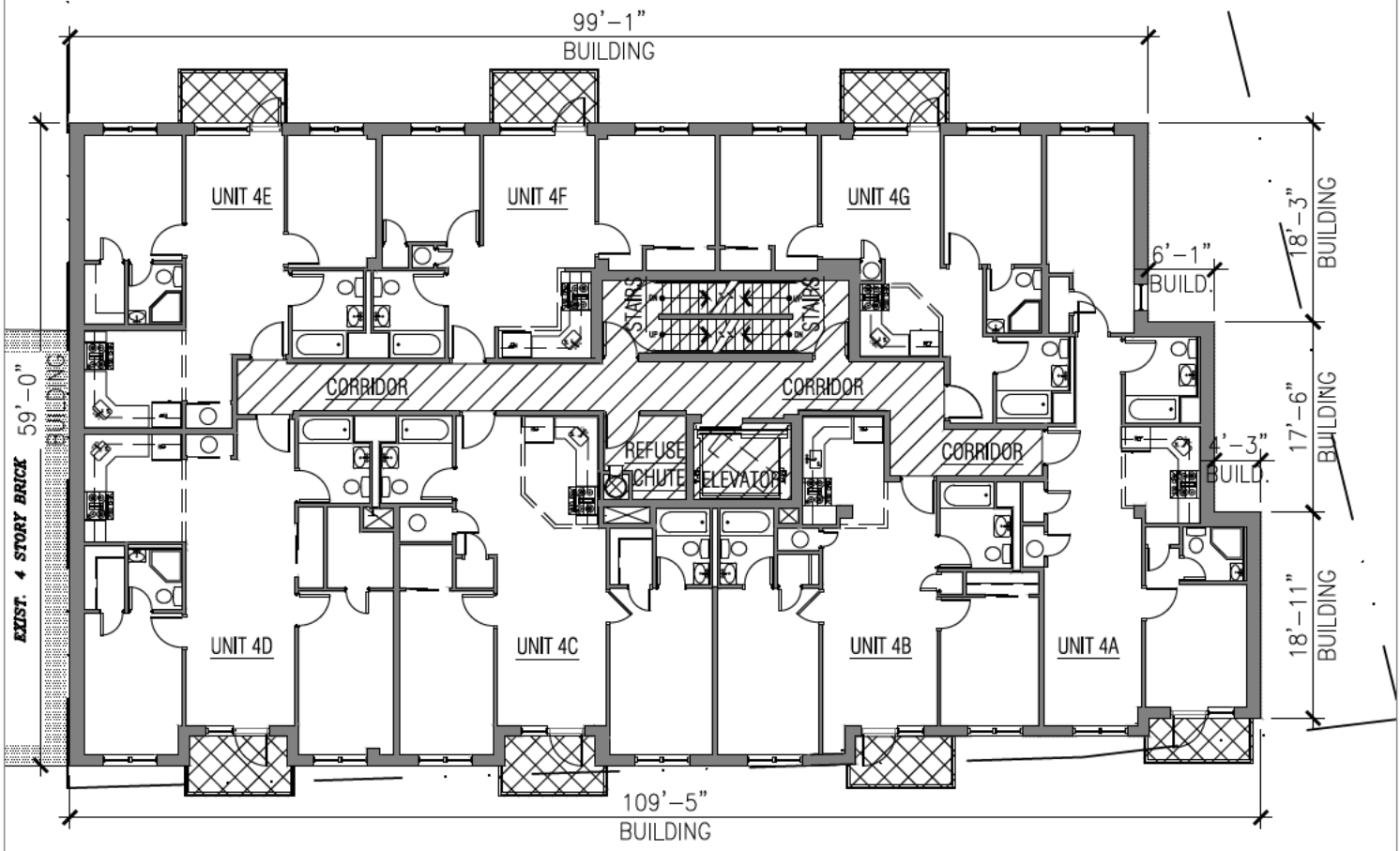
LEGEND:

COMMON ELEMENT

LIMITED COMMON ELEMENT

All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

12/21/2022



FOURTH FLOOR PLAN

0' 4' 8' 16' 32'

N

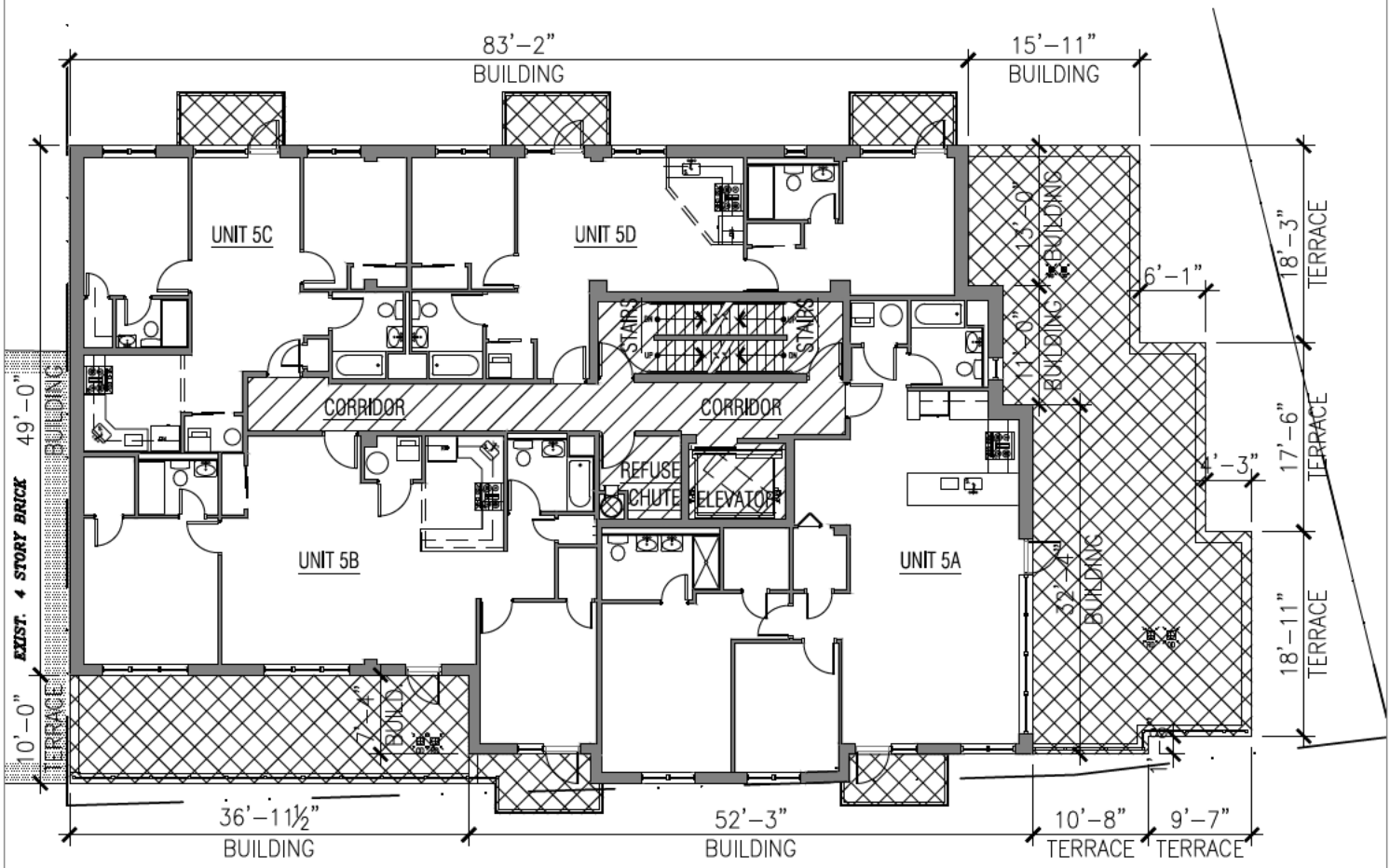
LEGEND:

COMMON ELEMENT

LIMITED COMMON ELEMENT

All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

12/21/2022



FIFTH FLOOR PLAN

0' 4' 8' 16' 32'

N

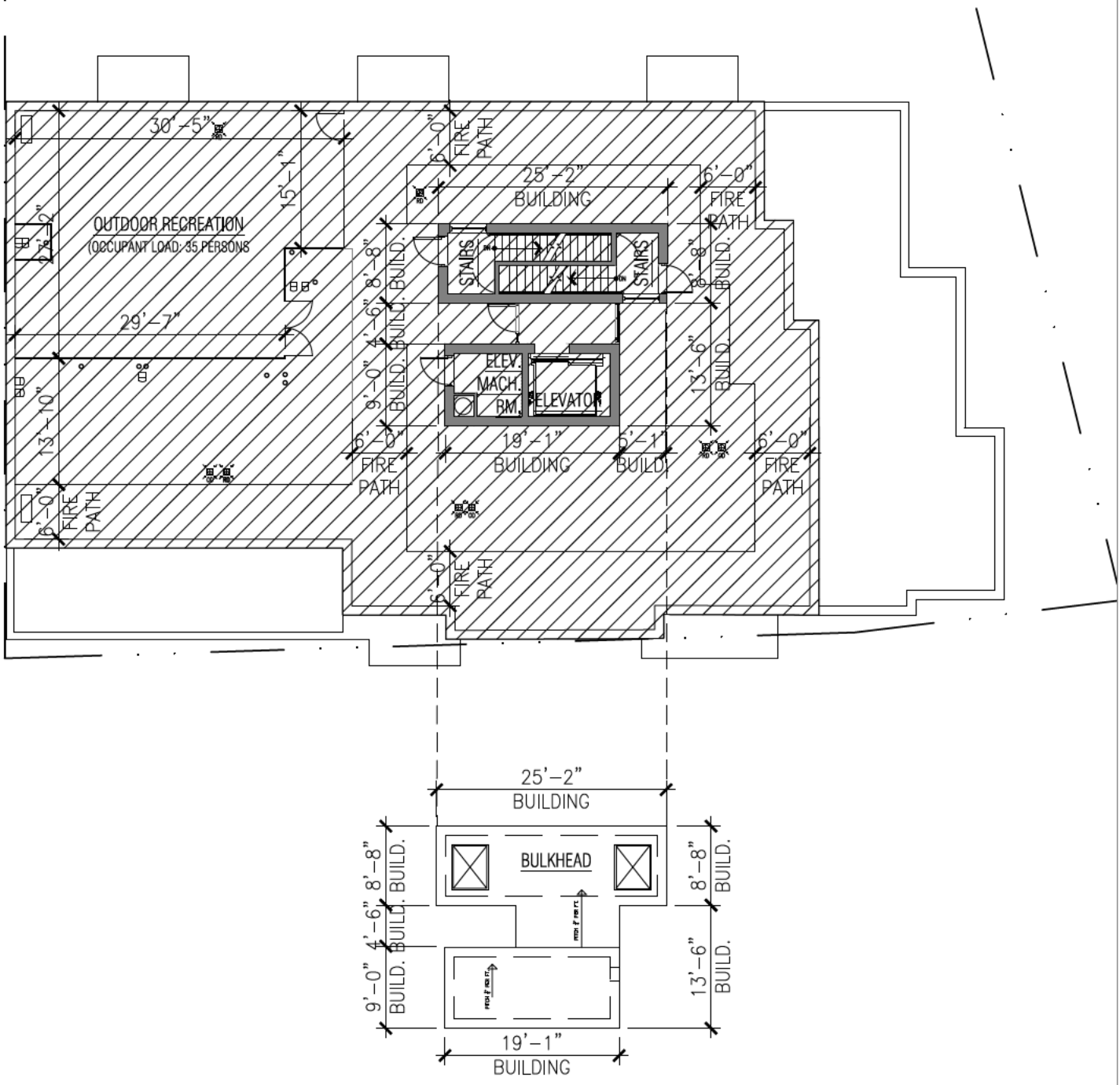
LEGEND:

COMMON ELEMENT

LIMITED COMMON ELEMENT

All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

12/21/2022



ROOF & BULKHEAD PLAN

0' 4' 8' 16' 32'

N

All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

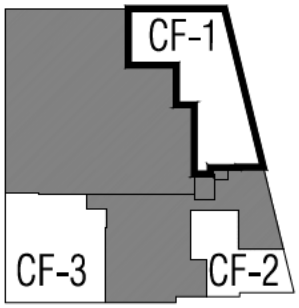
LEGEND:

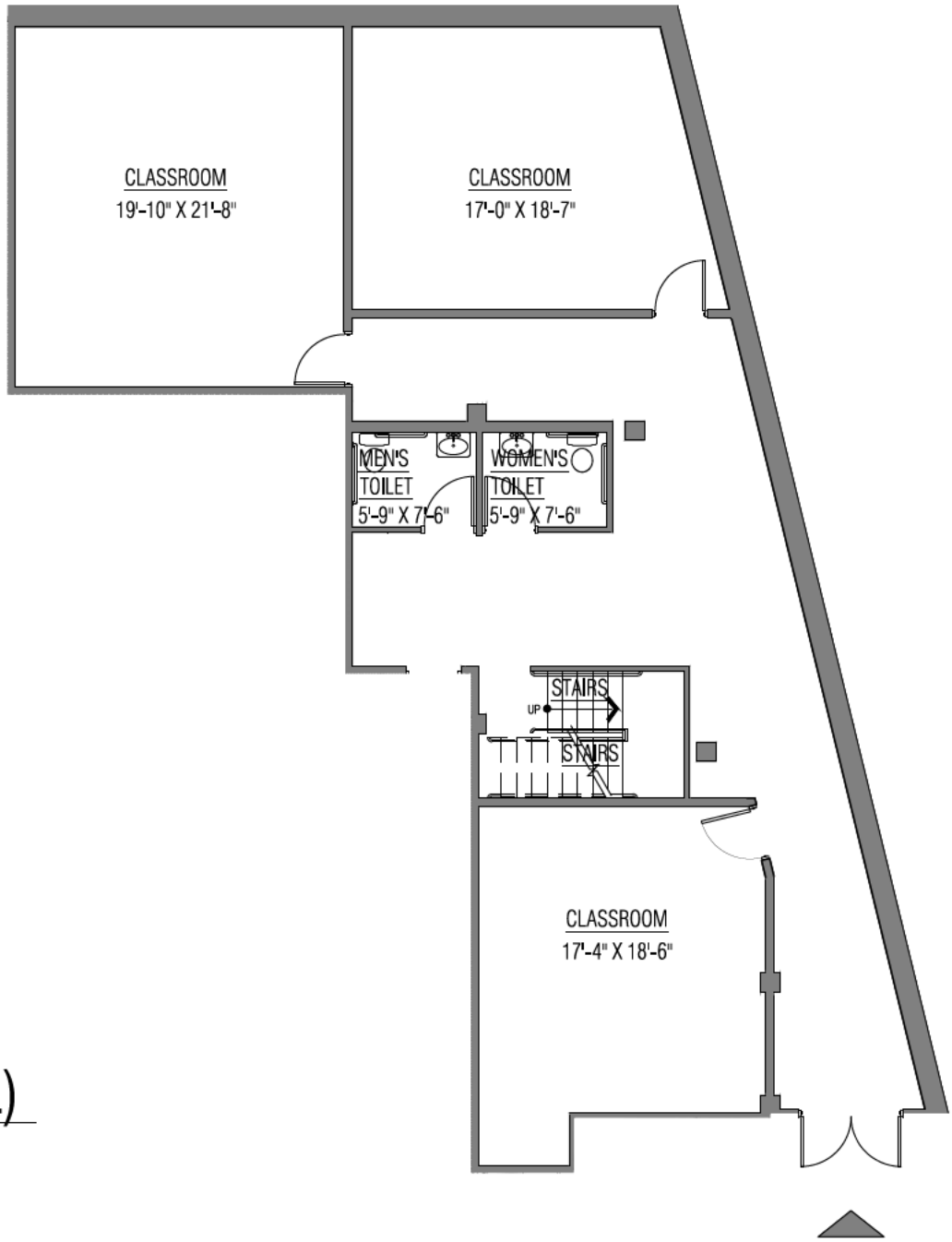
COMMON ELEMENT

LIMITED COMMON ELEMENT

12/21/2022

KEYPLAN





UNIT CF-1
(LOWER LEVEL)

SCHOOL
(IN CONJUNCTION WITH CF-3
UPPER LEVEL ON FIRST FLOOR)

APPROX. LOWER LEVEL FL. AREA: 2,181.0 S.F.

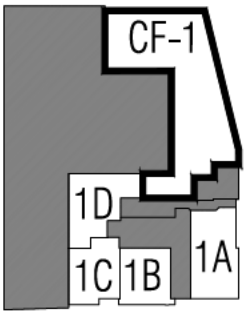


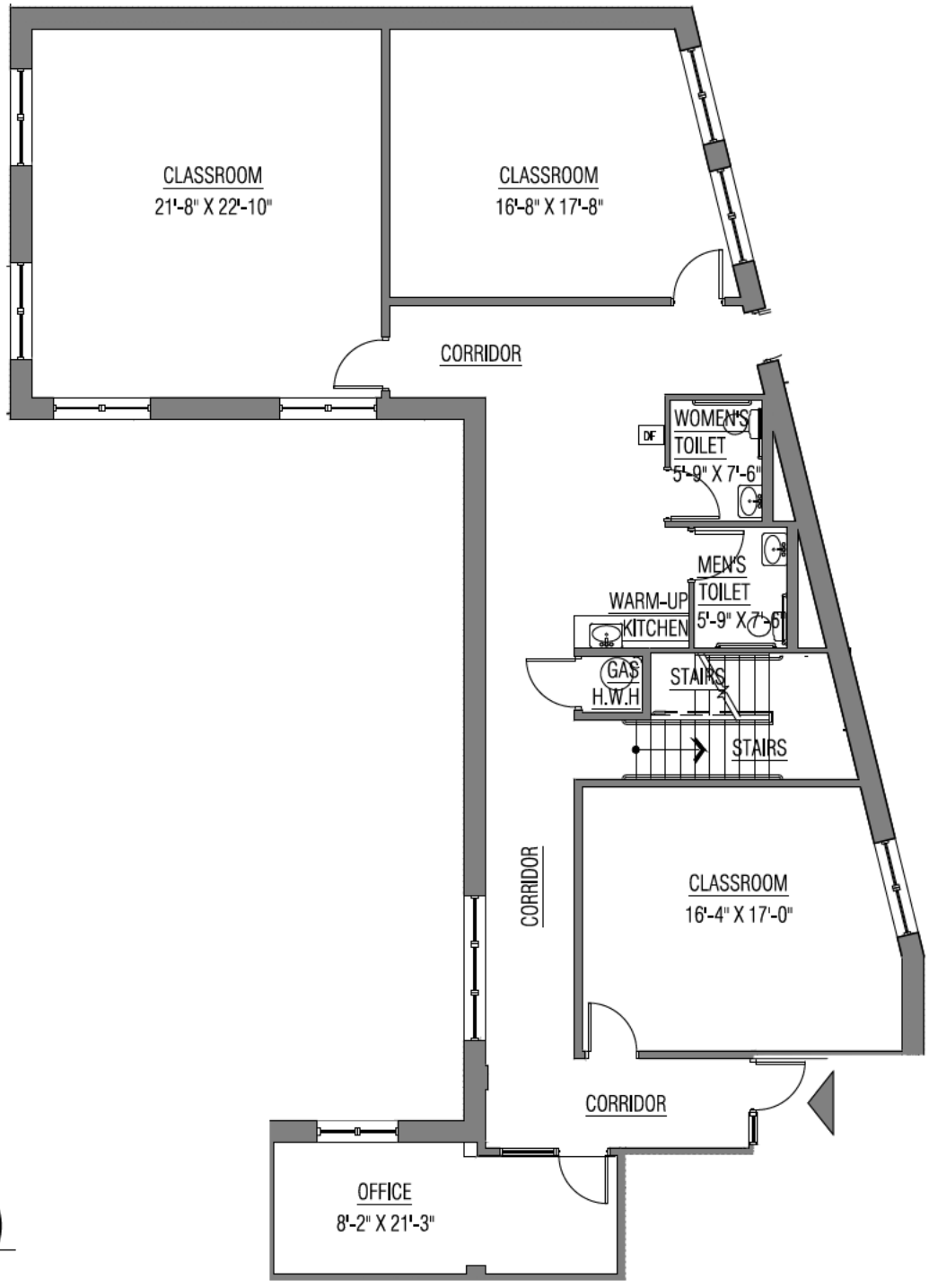


All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

12/21/2022

KEYPLAN





UNIT CF-1 (UPPER LEVEL)

SCHOOL
(IN CONJUNCTION WITH CF-3
LOWER LEVEL ON CELLAR FLOOR)

APPROX. FL. AREA: 2,448.0 S.F.

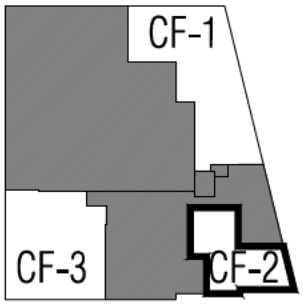


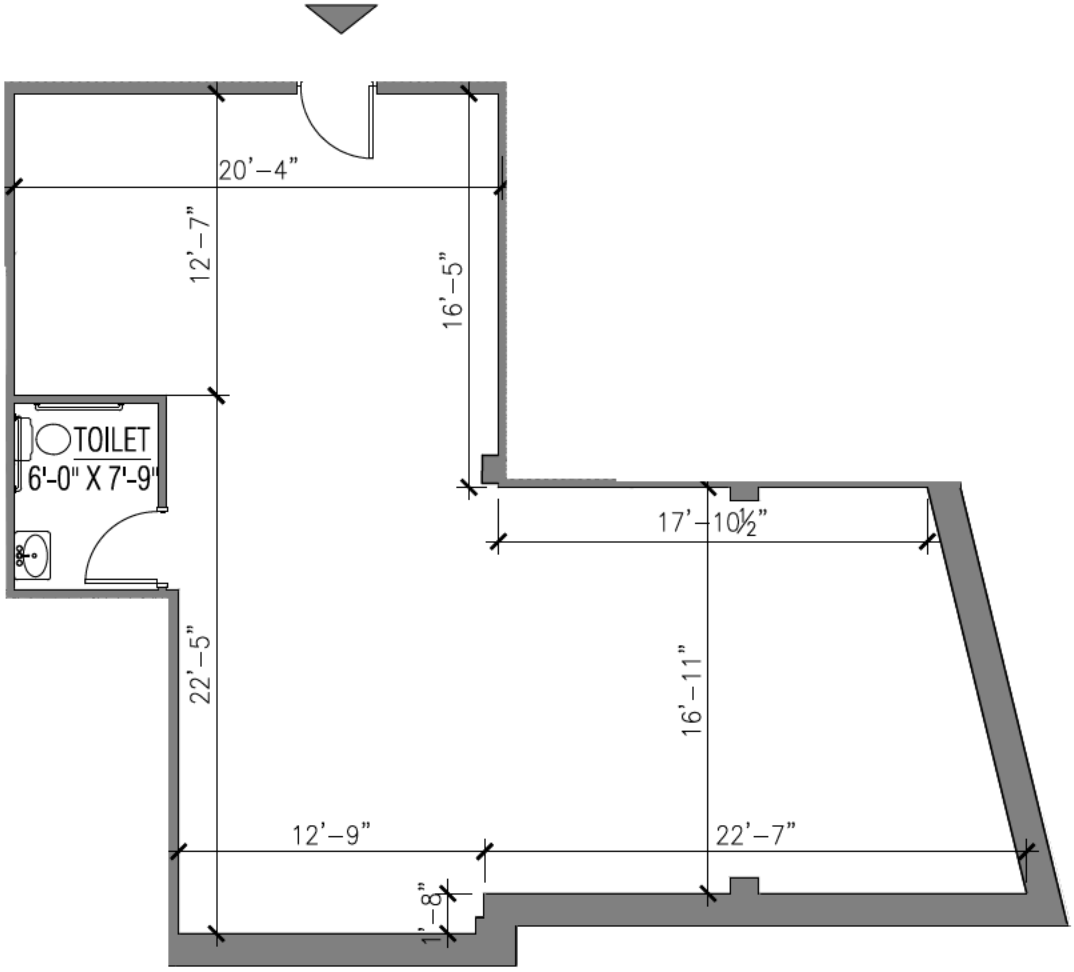


All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

12/21/2022

KEYPLAN

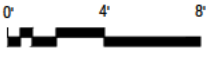




UNIT CF-2

AMBULATORY TREATMENT
HEALTHCARE FACILITY

APPROX. FL. AREA: 1,056.0 S.F.

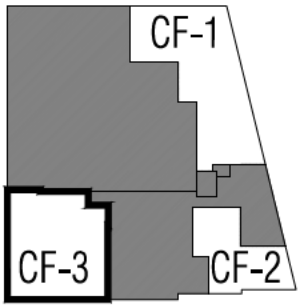


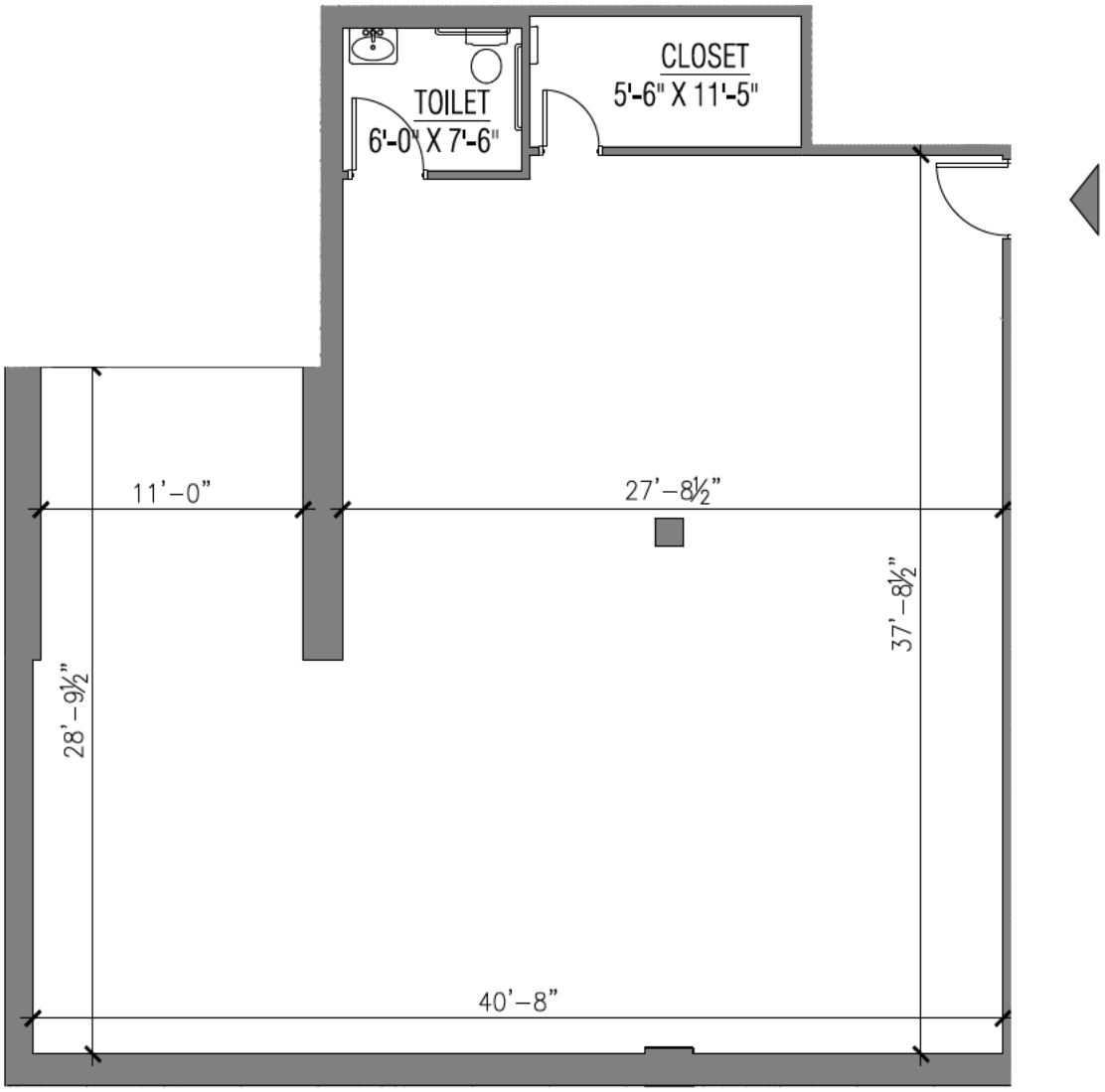


All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

12/21/2022

KEYPLAN

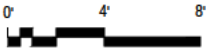




UNIT CF-3

AMBULATORY TREATMENT
HEALTHCARE FACILITY

APPROX. FL. AREA: 1,661.0 S.F.

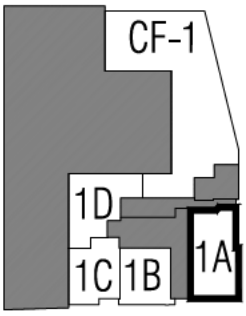




All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

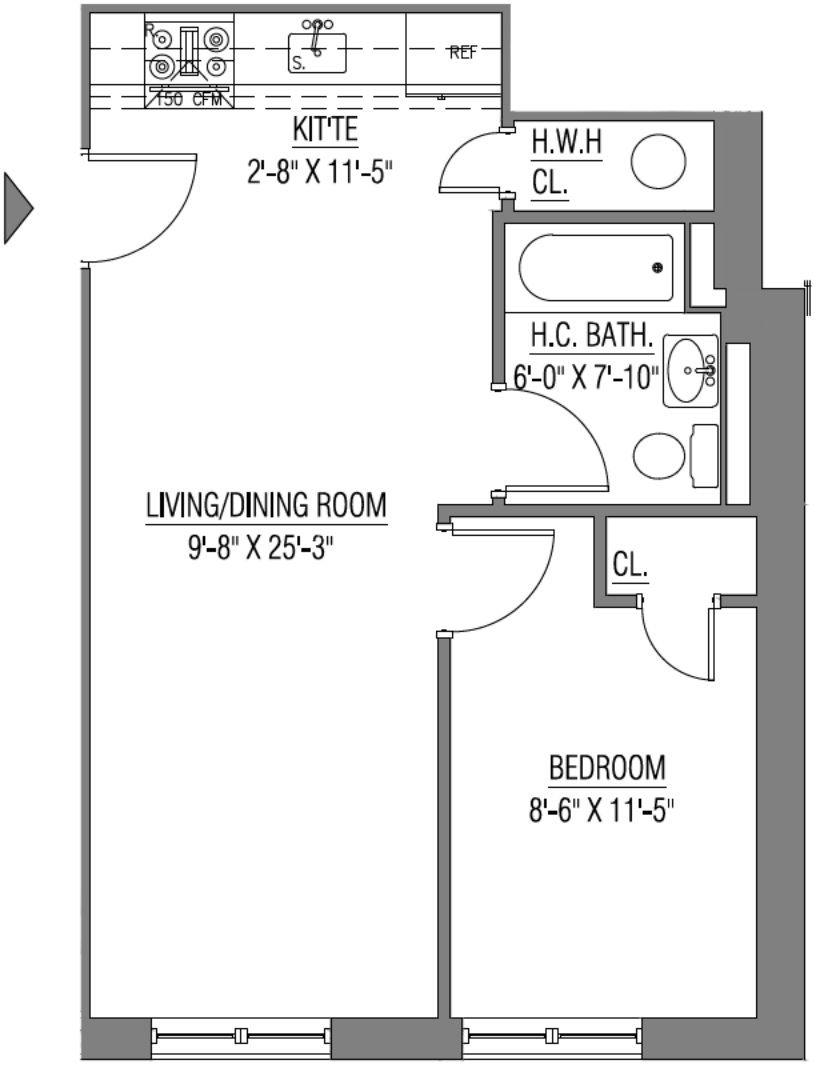
12/21/2022

KEYPLAN



ABBREVIATIONS

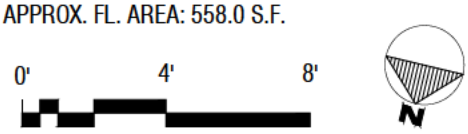
BATHROOM:	BATH.
CLOSET:	CL.
HOT WATER CLOSET:	H.W.H. CL.
KITCHENETTE:	KIT'TE
RANGE:	R.
REFRIGERATOR:	REF.
SINK:	S.
WALK-IN CLOSET:	W.I. CL.
WASHER/DRYER:	W./D.



UNIT 1A

1-BEDROOM

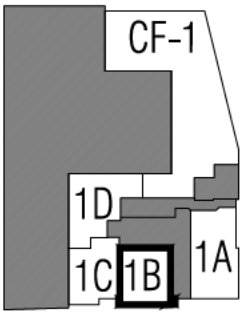
APPROX. FL. AREA: 558.0 S.F.



All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

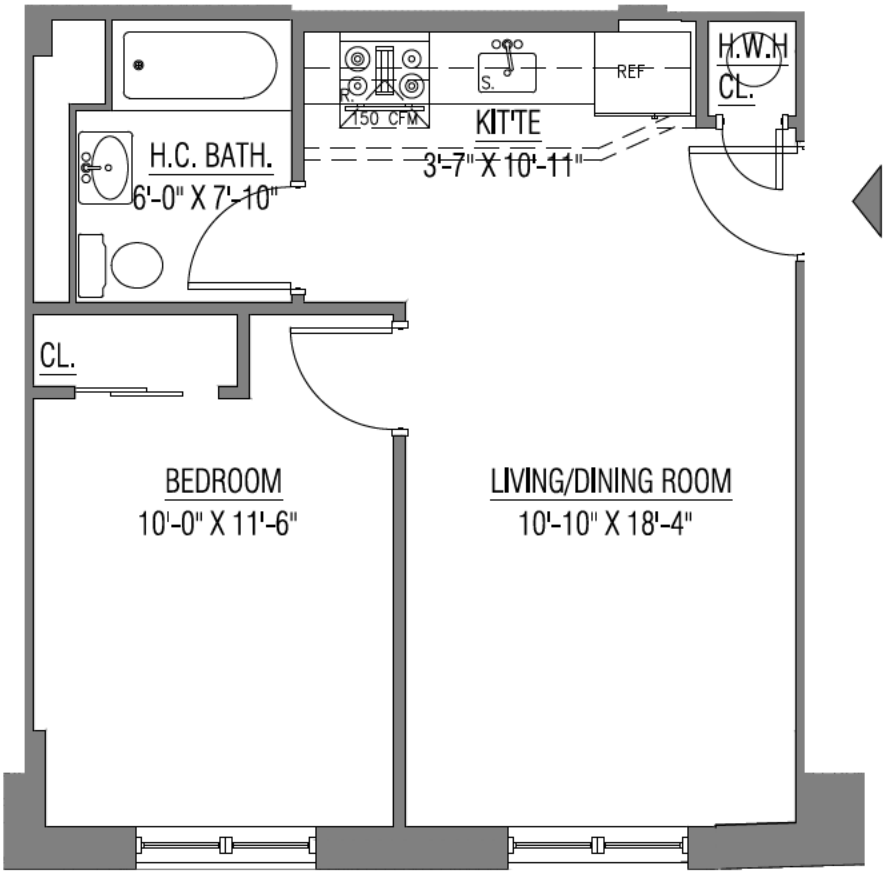
12/21/2022

KEYPLAN



ABBREVIATIONS

BATHROOM:	BATH.
CLOSET:	CL.
HOT WATER CLOSET:	H.W.H. CL.
KITCHENETTE:	KIT'TE
RANGE:	R.
REFRIGERATOR:	REF.
SINK:	S.
WALK-IN CLOSET:	W.I. CL.
WASHER/DRYER:	W./D.



UNIT 1B

1-BEDROOM

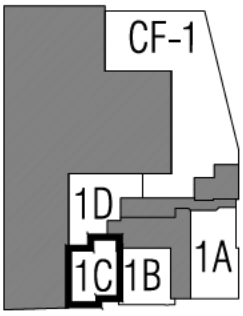
APPROX. FL. AREA: 520.0 S.F.



All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

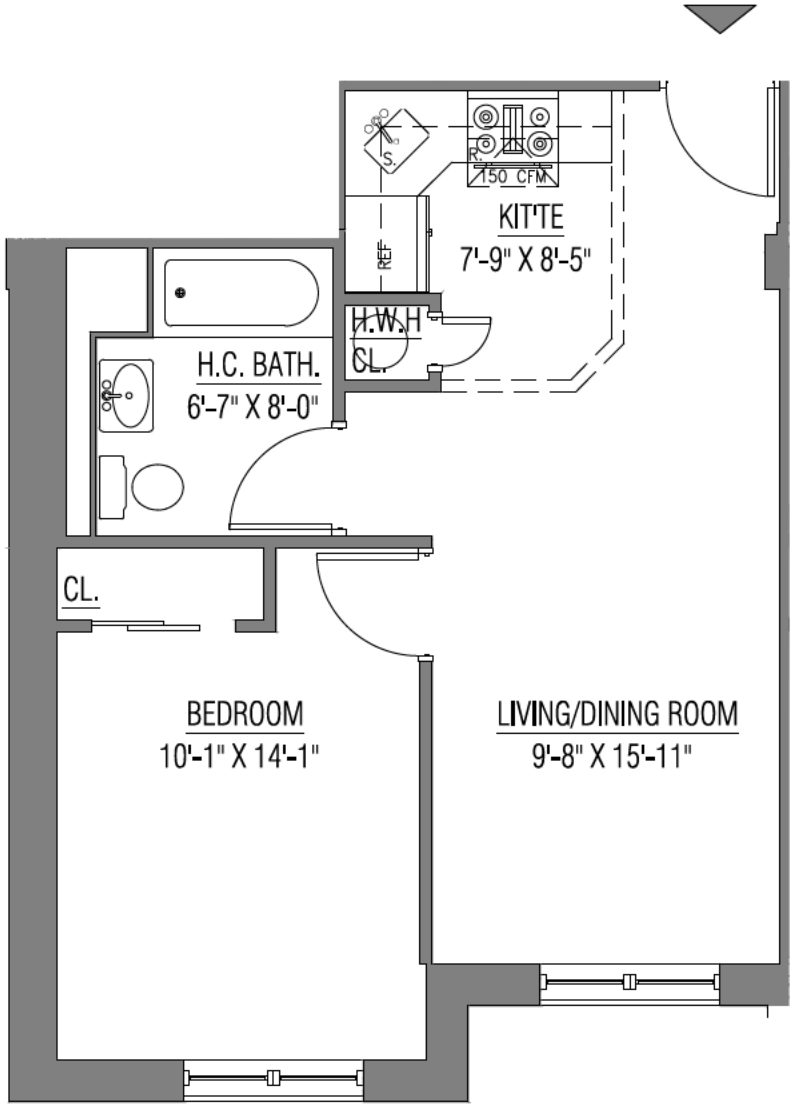
12/21/2022

KEYPLAN



ABBREVIATIONS

BATHROOM:	BATH.
CLOSET:	CL.
HOT WATER CLOSET:	H.W.H. CL.
KITCHENETTE:	KIT'TE
RANGE:	R.
REFRIGERATOR:	REF.
SINK:	S.
WALK-IN CLOSET:	W.I. CL.
WASHER/DRYER:	W./D.



UNIT 1C

1-BEDROOM

APPROX. FL. AREA: 553.0 S.F.

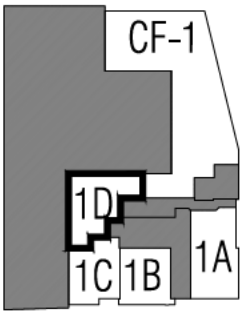




All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

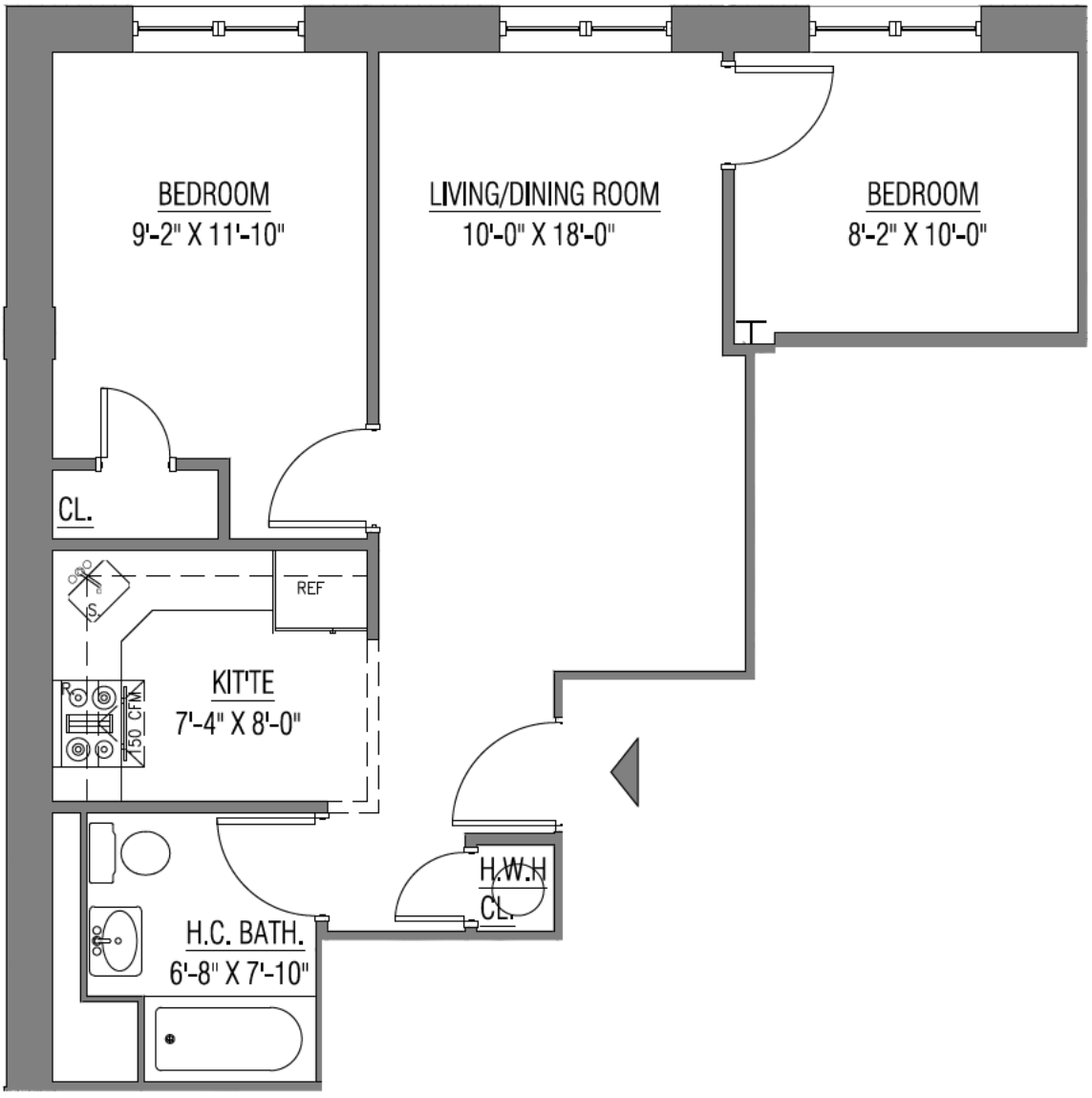
12/21/2022

KEYPLAN



ABBREVIATIONS

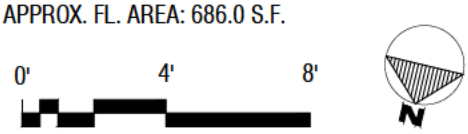
BATHROOM:	BATH.
CLOSET:	CL.
HOT WATER CLOSET:	H.W.H. CL.
KITCHENETTE:	KIT'TE
RANGE:	R.
REFRIGERATOR:	REF.
SINK:	S.
WALK-IN CLOSET:	W.I. CL.
WASHER/DRYER:	W./D.



UNIT 1D

2-BEDROOM

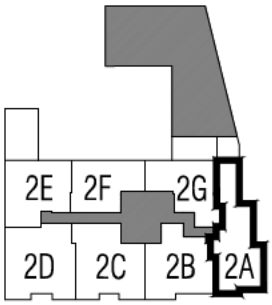
APPROX. FL. AREA: 686.0 S.F.



All dimensions are approximate and are subject to normal construction variances and tolerances.
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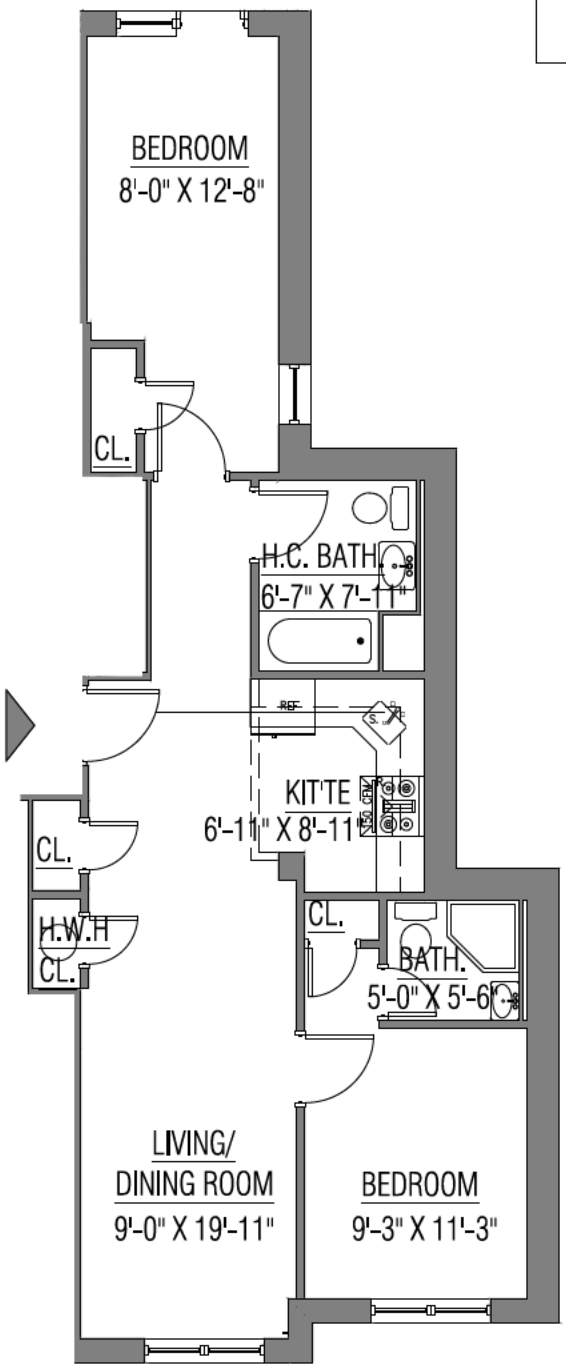
12/21/2022

KEYPLAN



ABBREVIATIONS

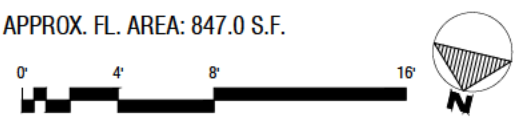
BATHROOM:	BATH.
CLOSET:	CL.
HOT WATER CLOSET:	H.W.H. CL.
KITCHENETTE:	KIT'TE
RANGE:	R.
REFRIGERATOR:	REF.
SINK:	S.
WALK-IN CLOSET:	W.I. CL.
WASHER/DRYER:	W./D.



UNIT 2A

2-BEDROOM

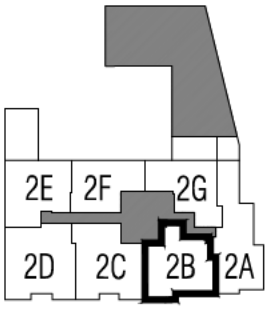
APPROX. FL. AREA: 847.0 S.F.



All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

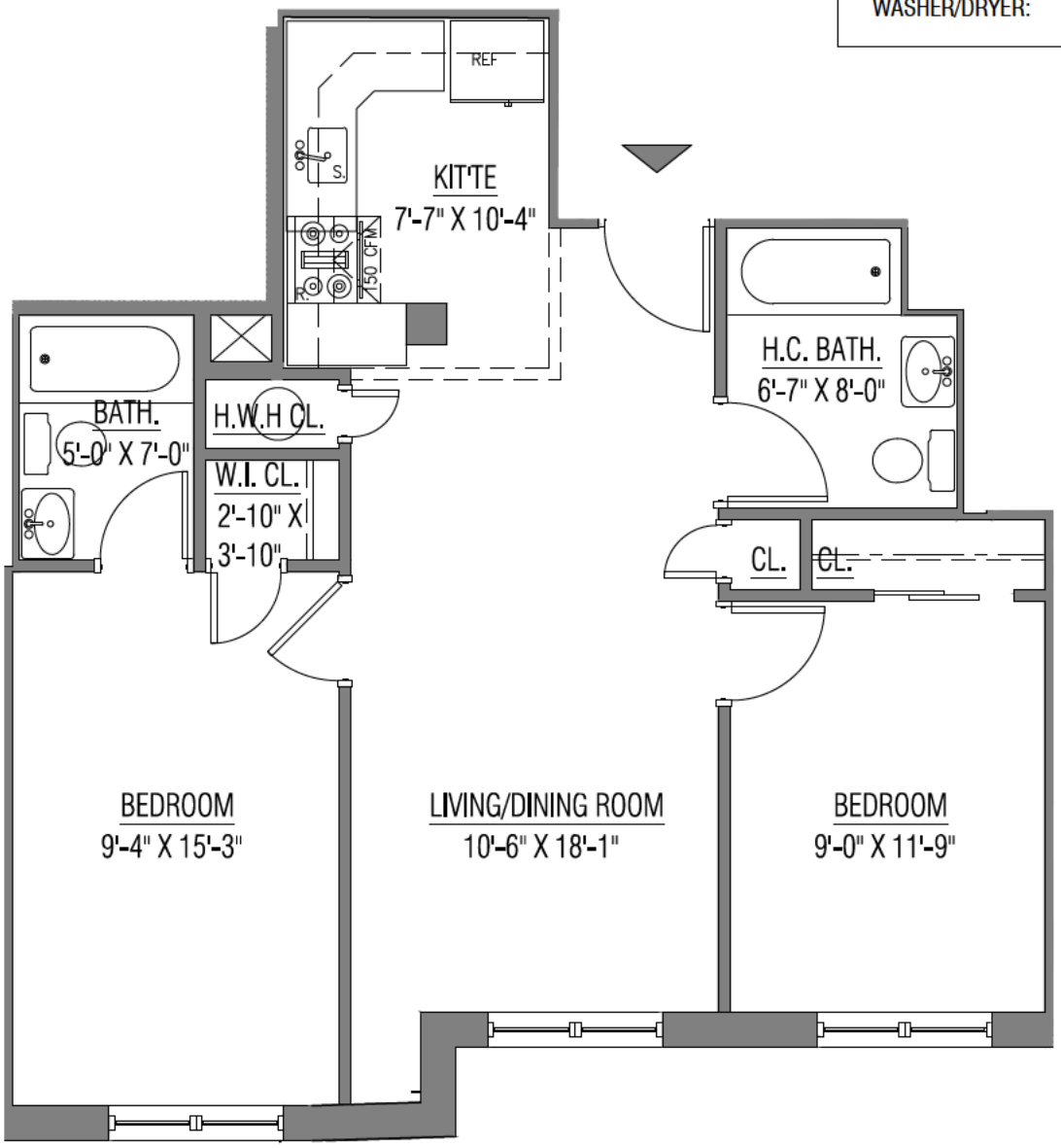
12/21/2022

KEYPLAN



ABBREVIATIONS

BATHROOM:	BATH.
CLOSET:	CL.
HOT WATER CLOSET:	H.W.H. CL.
KITCHENETTE:	KIT'TE
RANGE:	R.
REFRIGERATOR:	REF.
SINK:	S.
WALK-IN CLOSET:	W.I. CL.
WASHER/DRYER:	W./D.



UNIT 2B

2-BEDROOM

APPROX. FL. AREA: 759.0 S.F.

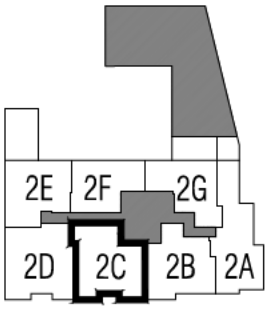




All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

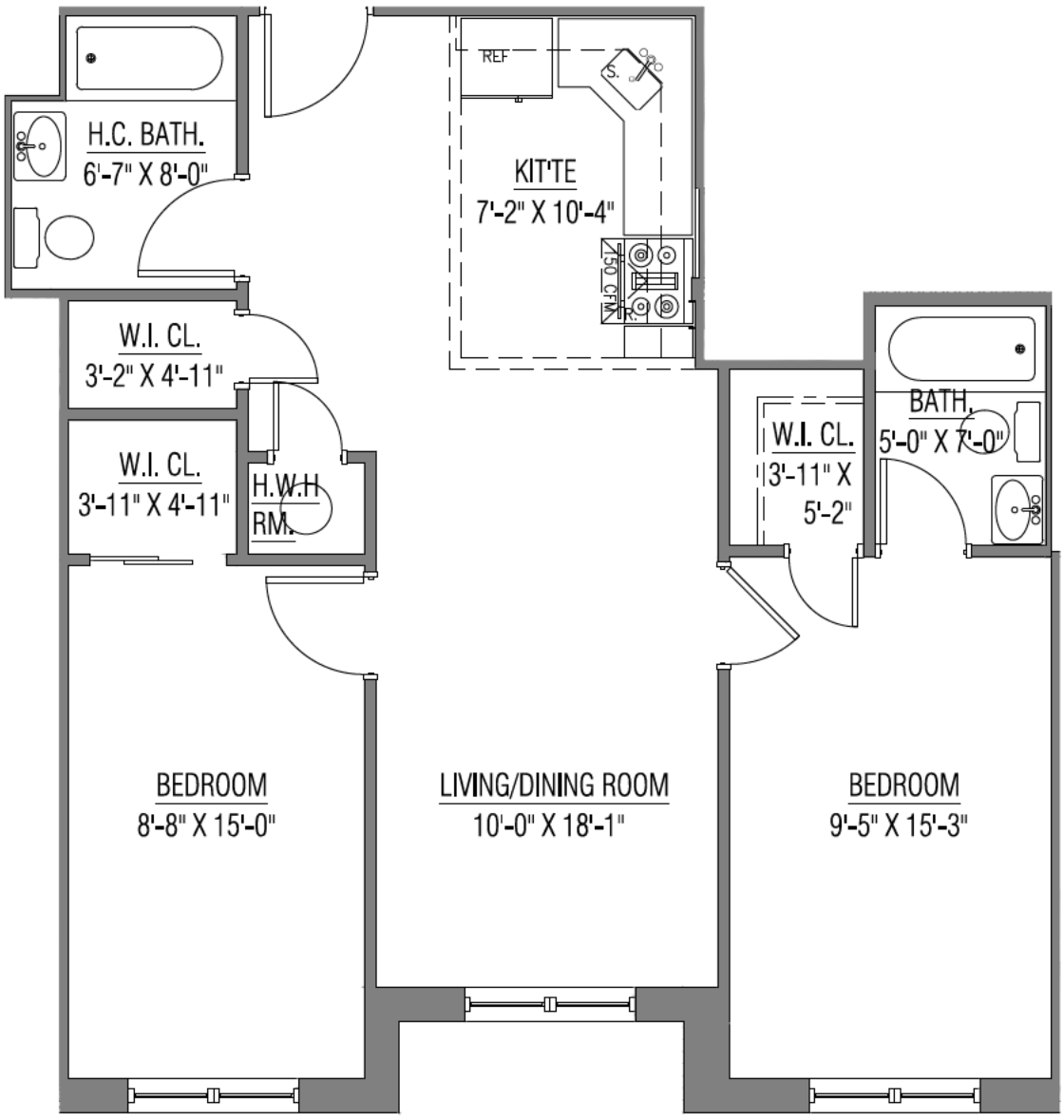
12/21/2022

KEYPLAN



ABBREVIATIONS

BATHROOM:	BATH.
CLOSET:	CL.
HOT WATER CLOSET:	H.W.H. CL.
KITCHENETTE:	KIT'TE
RANGE:	R.
REFRIGERATOR:	REF.
SINK:	S.
WALK-IN CLOSET:	W.I. CL.
WASHER/DRYER:	W./D.



UNIT 2C

2-BEDROOM

APPROX. FL. AREA: 844.0 S.F.

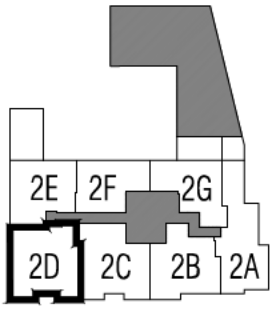




All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

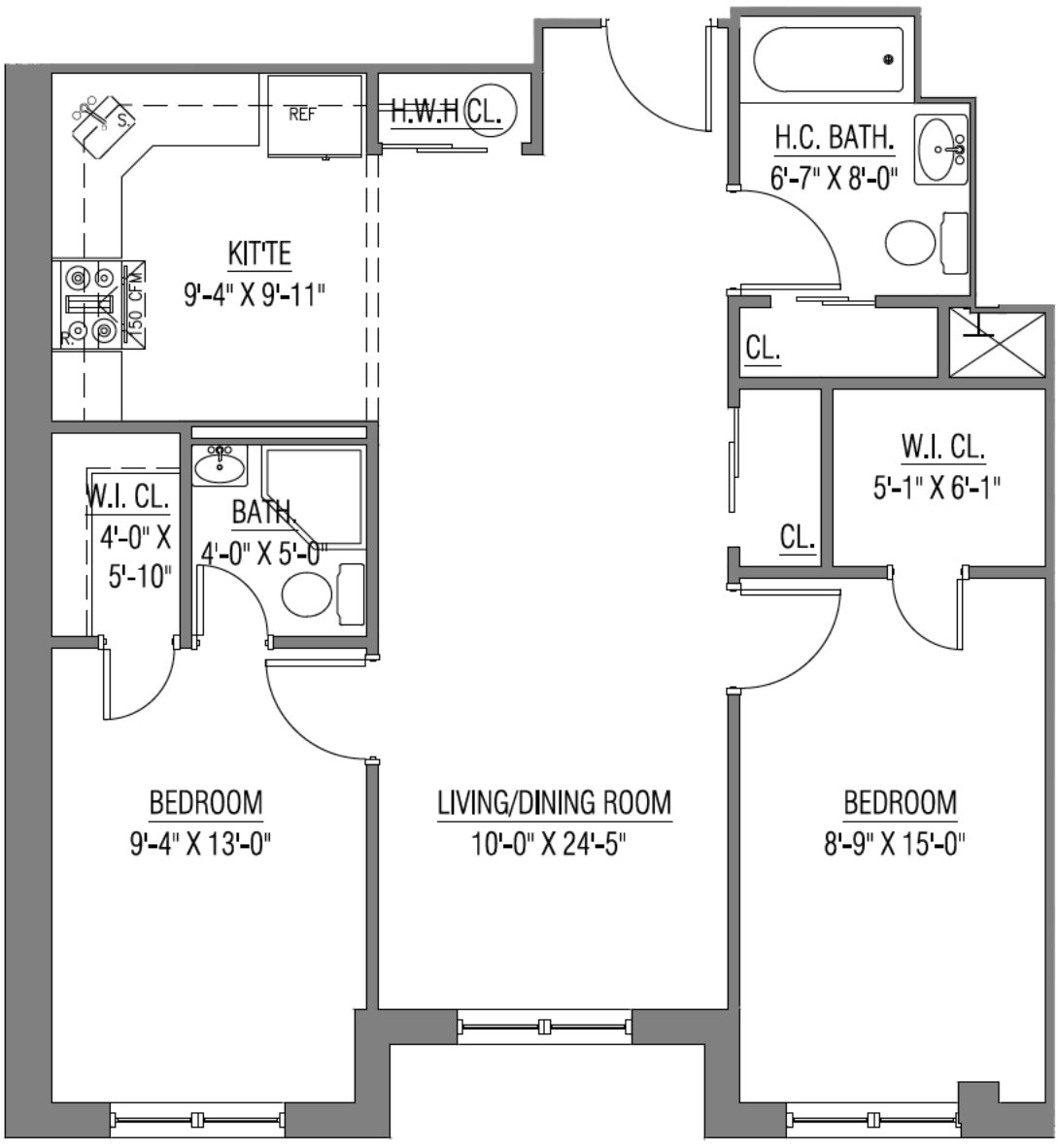
12/21/2022

KEYPLAN



ABBREVIATIONS

BATHROOM:	BATH.
CLOSET:	CL.
HOT WATER CLOSET:	H.W.H. CL.
KITCHENETTE:	KIT'TE
RANGE:	R.
REFRIGERATOR:	REF.
SINK:	S.
WALK-IN CLOSET:	W.I. CL.
WASHER/DRYER:	W./D.



UNIT 2D

2-BEDROOM

APPROX. FL. AREA: 903.0 S.F.

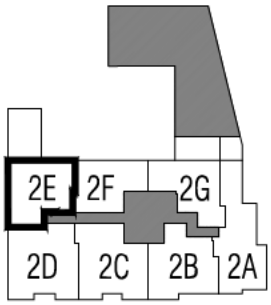




All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

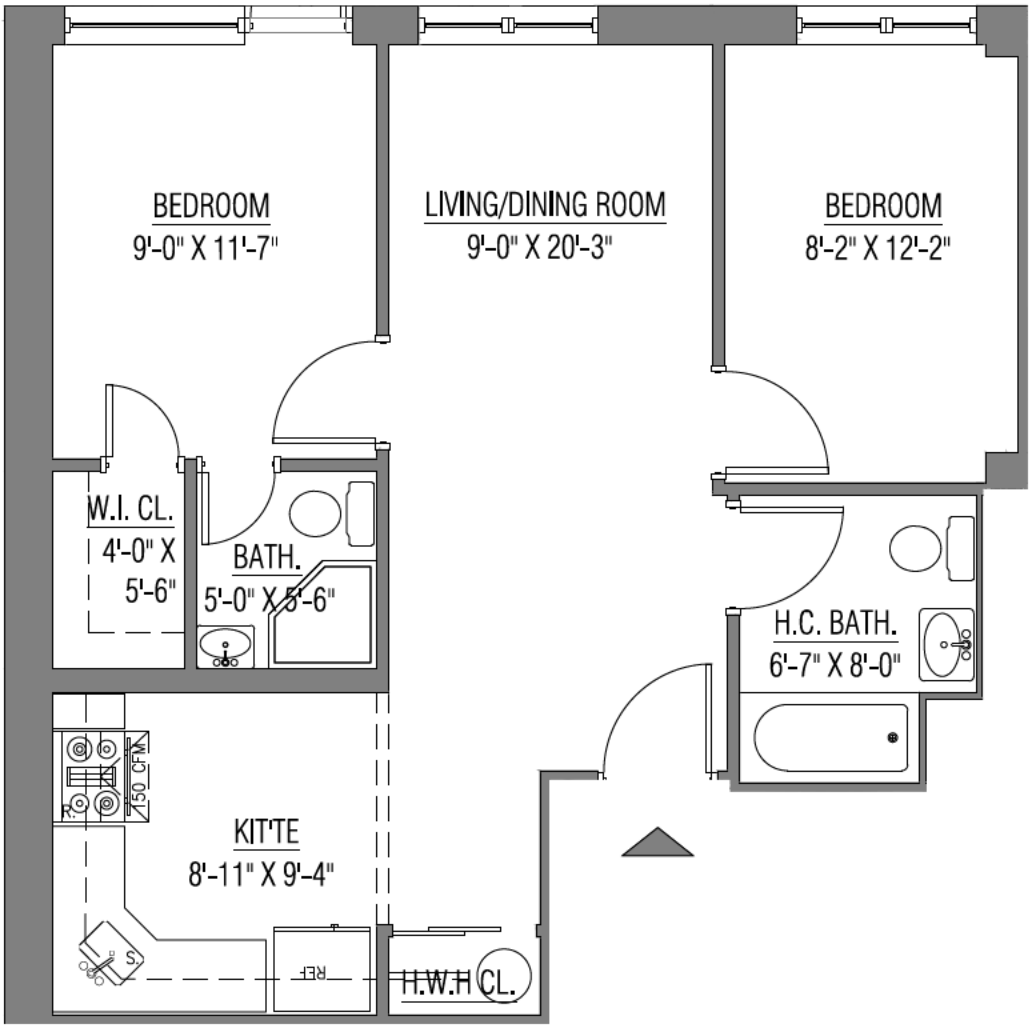
12/21/2022

KEYPLAN



ABBREVIATIONS

BATHROOM:	BATH.
CLOSET:	CL.
HOT WATER CLOSET:	H.W.H. CL.
KITCHENETTE:	KIT'TE
RANGE:	R.
REFRIGERATOR:	REF.
SINK:	S.
WALK-IN CLOSET:	W.I. CL.
WASHER/DRYER:	W./D.



UNIT 2E

2-BEDROOM

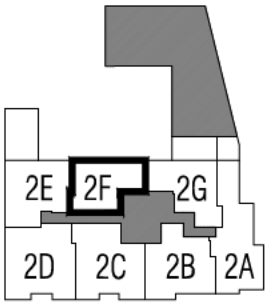
APPROX. FL. AREA: 710.0 S.F.

0' 4' 8'

All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

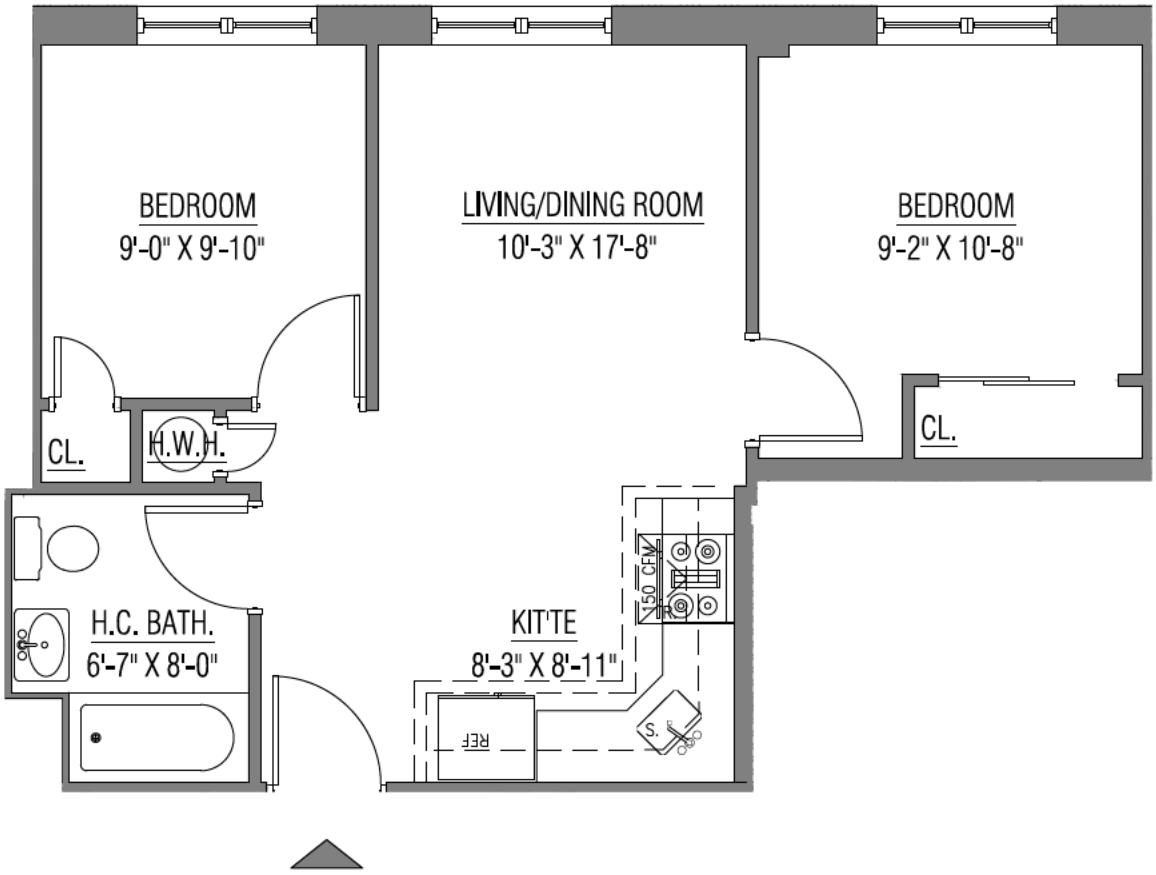
12/21/2022

KEYPLAN



ABBREVIATIONS

BATHROOM:	BATH.
CLOSET:	CL.
HOT WATER CLOSET:	H.W.H. CL.
KITCHENETTE:	KIT'TE
RANGE:	R.
REFRIGERATOR:	REF.
SINK:	S.
WALK-IN CLOSET:	W.I. CL.
WASHER/DRYER:	W./D.



UNIT 2F

2-BEDROOM

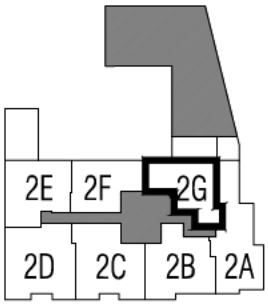
APPROX. FL. AREA: 592.0 S.F.



All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

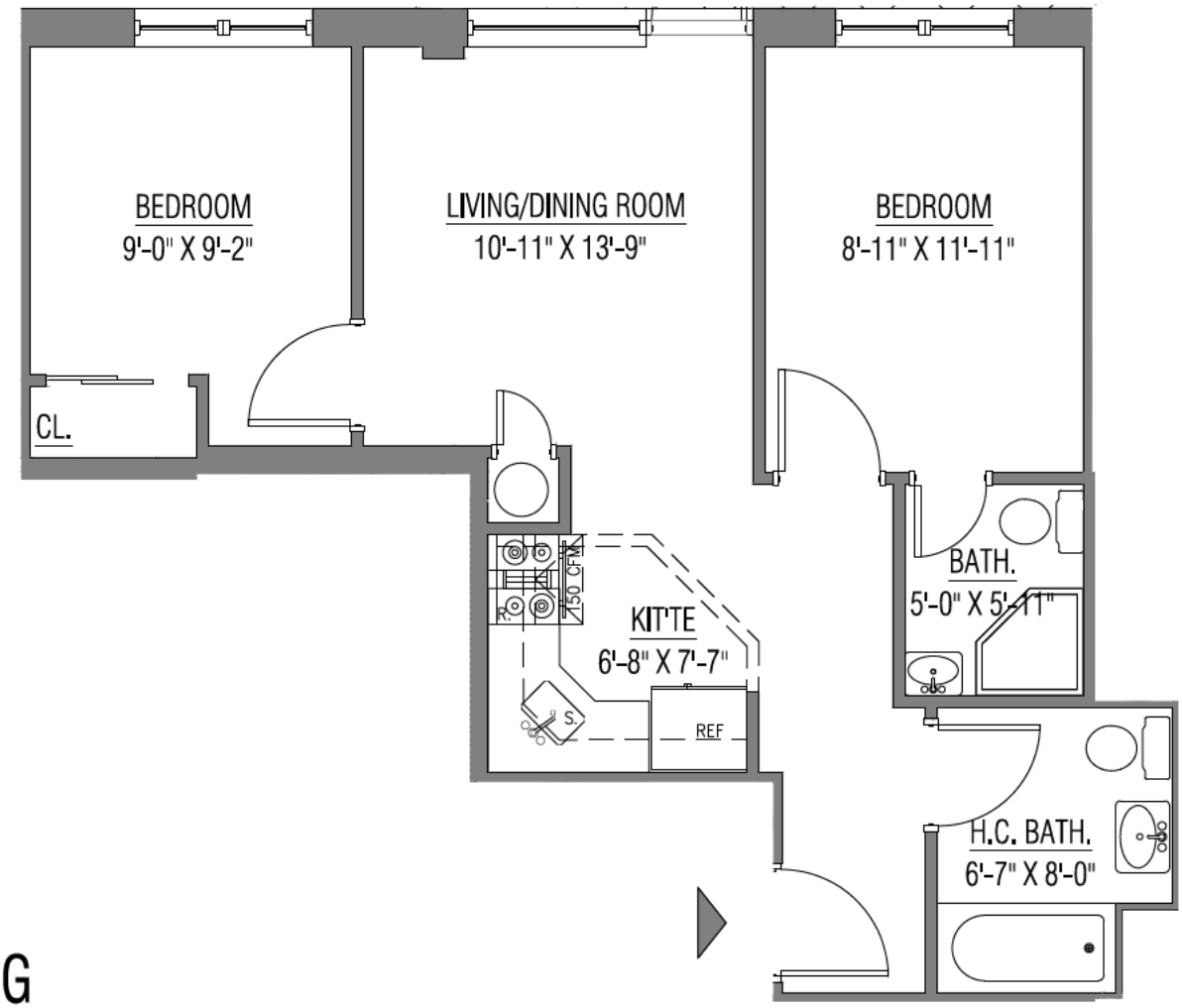
12/21/2022

KEYPLAN



ABBREVIATIONS

BATHROOM:	BATH.
CLOSET:	CL.
HOT WATER CLOSET:	H.W.H. CL.
KITCHENETTE:	KIT'TE
RANGE:	R.
REFRIGERATOR:	REF.
SINK:	S.
WALK-IN CLOSET:	W.I. CL.
WASHER/DRYER:	W./D.



UNIT 2G

2-BEDROOM

APPROX. FL. AREA: 619.0 S.F.

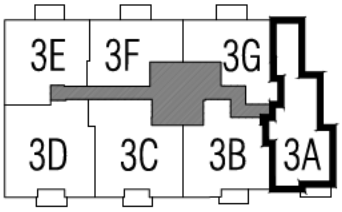
0' 4' 8'

N

All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

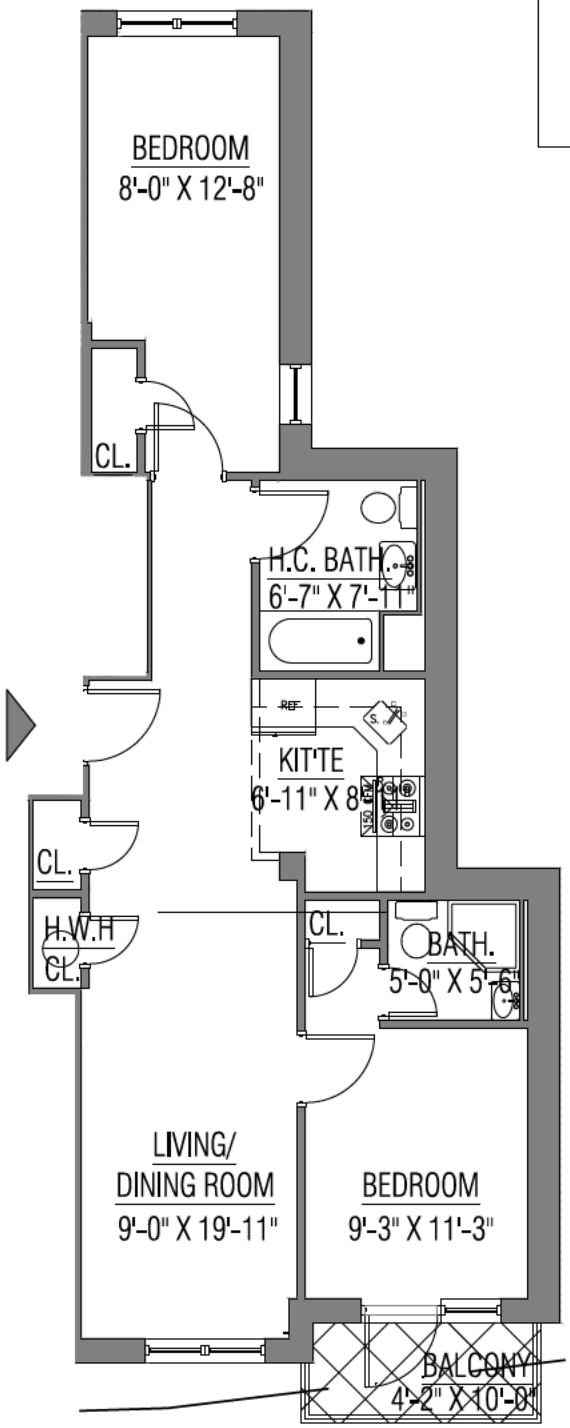
12/21/2022

KEYPLAN



ABBREVIATIONS

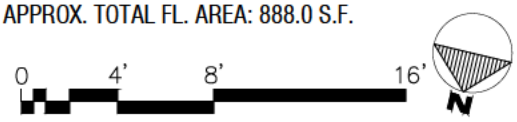
BATHROOM:	BATH.
CLOSET:	CL.
HOT WATER CLOSET:	H.W.H. CL.
KITCHENETTE:	KIT'TE
RANGE:	R.
REFRIGERATOR:	REF.
SINK:	S.
WALK-IN CLOSET:	W.I. CL.
WASHER/DRYER:	W./D.



UNIT 3A

2-BEDROOM

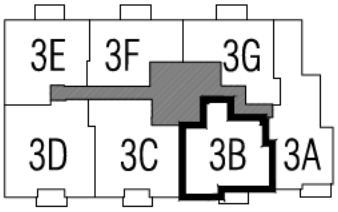
APPROX. FL. AREA: 847.0 S.F.
APPROX. BALCONY AREA: 41.0 S.F.
APPROX. TOTAL FL. AREA: 888.0 S.F.



All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

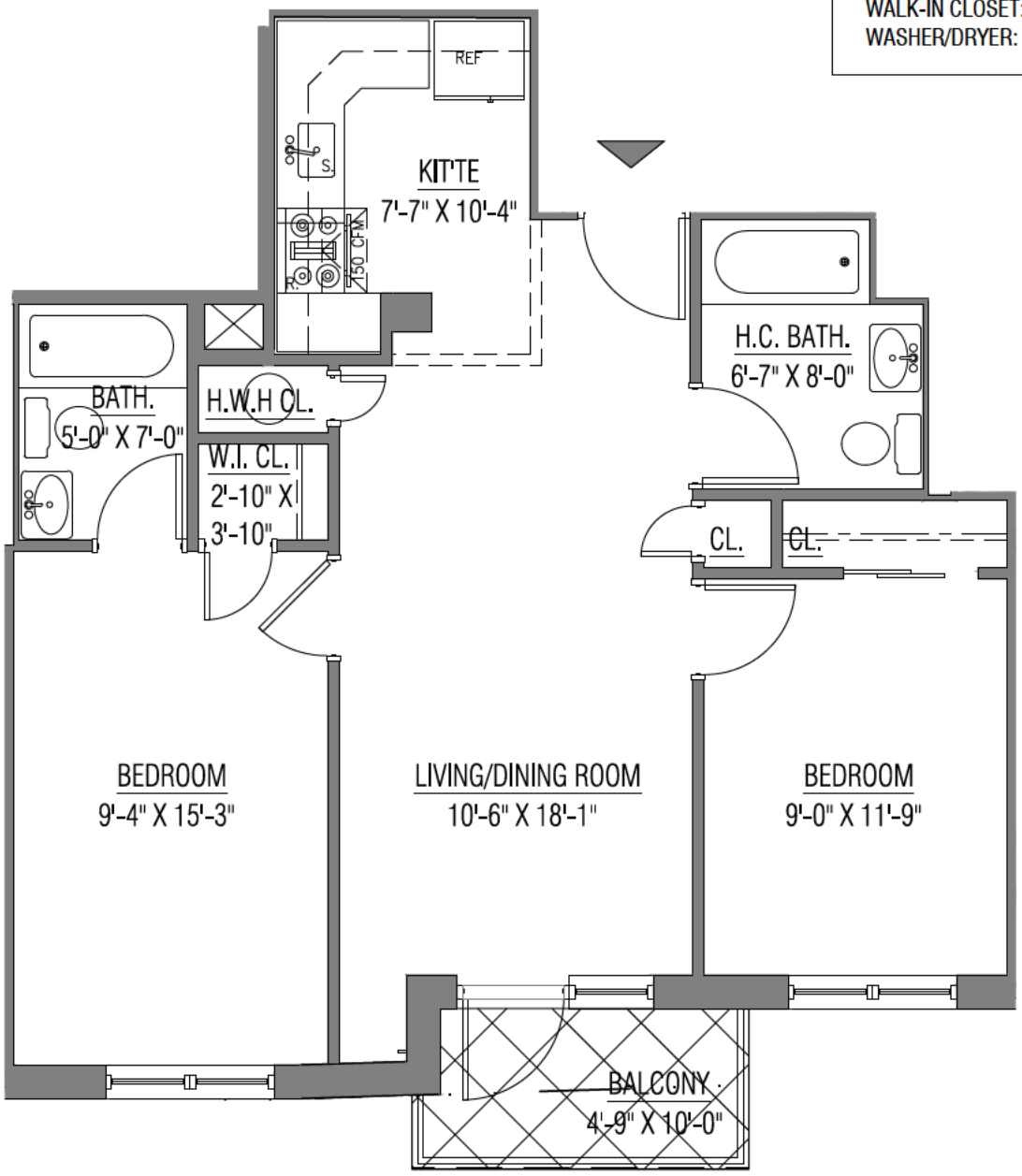
12/21/2022

KEYPLAN



ABBREVIATIONS

BATHROOM:	BATH.
CLOSET:	CL.
HOT WATER CLOSET:	H.W.H. CL.
KITCHENETTE:	KIT'TE
RANGE:	R.
REFRIGERATOR:	REF.
SINK:	S.
WALK-IN CLOSET:	W.I. CL.
WASHER/DRYER:	W./D.



UNIT 3B

2-BEDROOM

APPROX. FL. AREA: 759.0 S.F.
APPROX. BALCONY AREA: 46.0 S.F.
APPROX. TOTAL FL. AREA: 805.0 S.F.

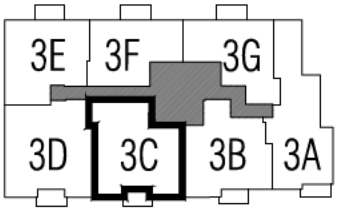




All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

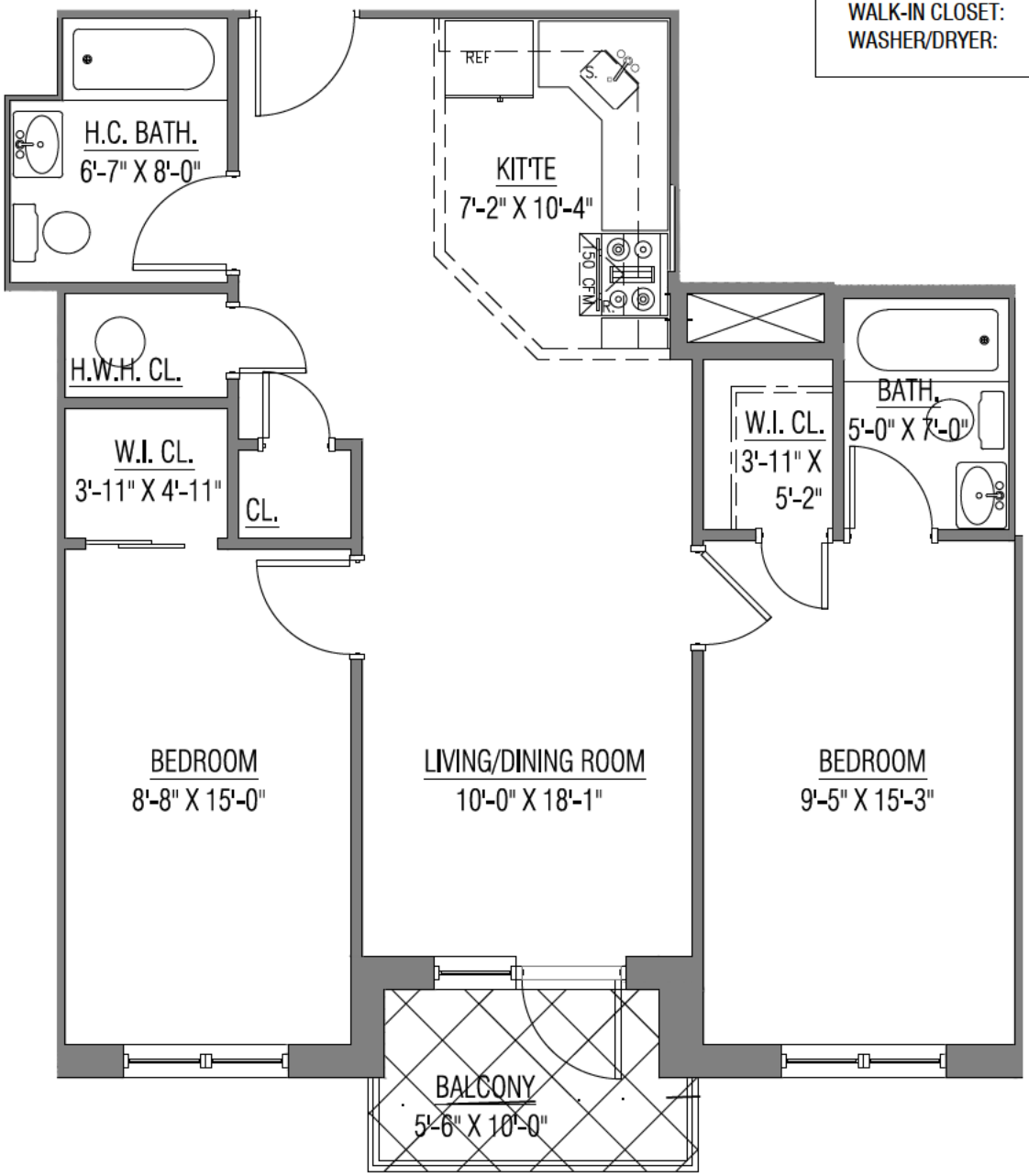
12/21/2022

KEYPLAN



ABBREVIATIONS

BATHROOM:	BATH.
CLOSET:	CL.
HOT WATER CLOSET:	H.W.H. CL.
KITCHENETTE:	KIT'TE
RANGE:	R.
REFRIGERATOR:	REF.
SINK:	S.
WALK-IN CLOSET:	W.I. CL.
WASHER/DRYER:	W./D.



UNIT 3C

2-BEDROOM

APPROX. FL. AREA: 854.0 S.F.
APPROX. BALCONY AREA: 51.0 S.F.
APPROX. TOTAL FL. AREA: 905.0 S.F.

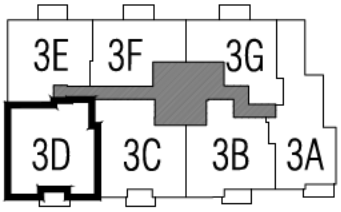




All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

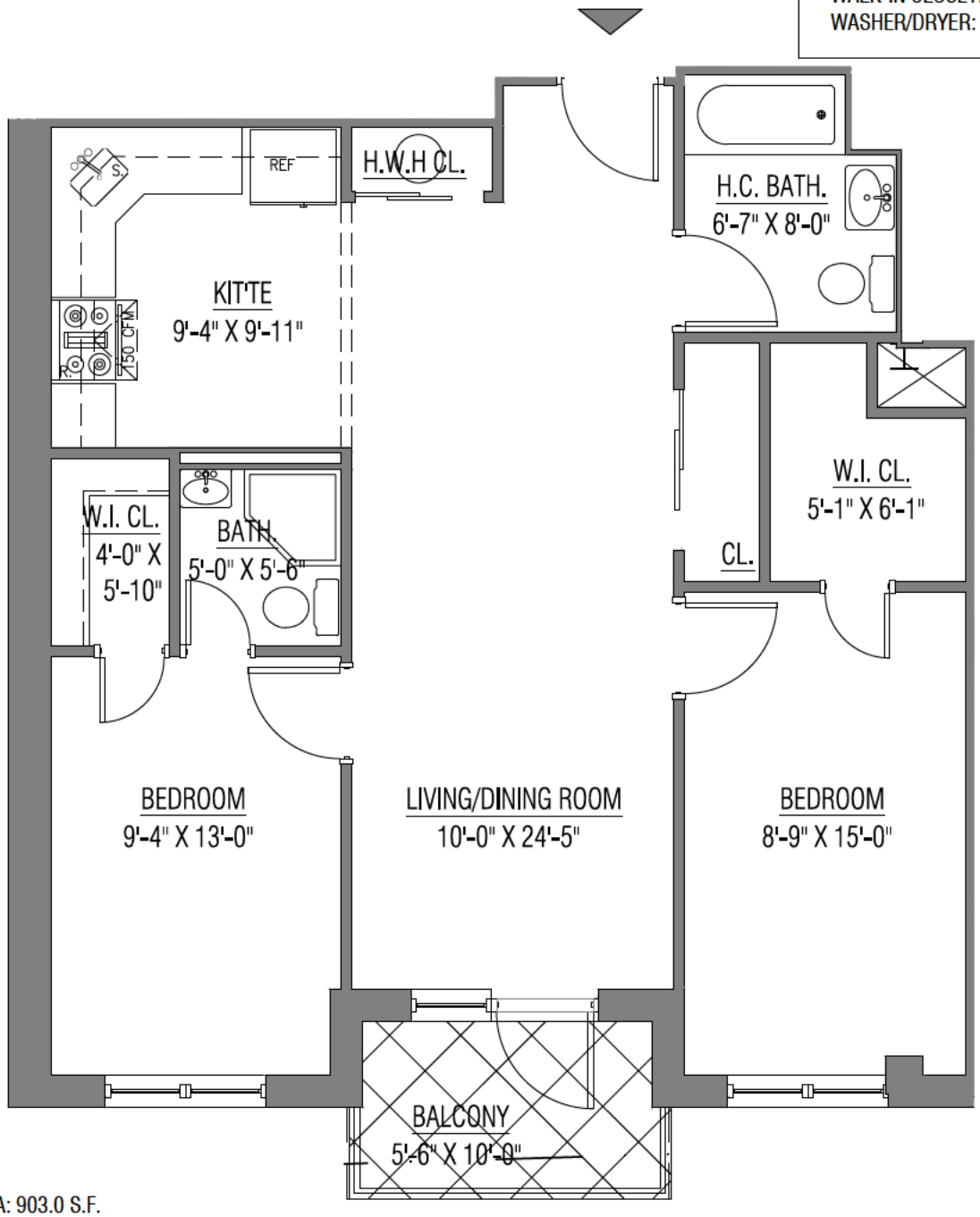
12/21/2022

KEYPLAN



ABBREVIATIONS

BATHROOM:	BATH.
CLOSET:	CL.
HOT WATER CLOSET:	H.W.H. CL.
KITCHENETTE:	KIT'TE
RANGE:	R.
REFRIGERATOR:	REF.
SINK:	S.
WALK-IN CLOSET:	W.I. CL.
WASHER/DRYER:	W./D.



UNIT 3D

2-BEDROOM

APPROX. FL. AREA: 903.0 S.F.
APPROX. BALCONY AREA: 52.0 S.F.
APPROX. TOTAL FL. AREA: 955.0 S.F.

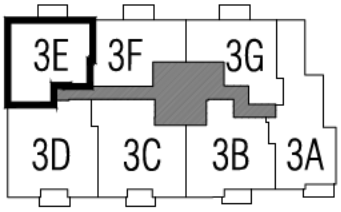




All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

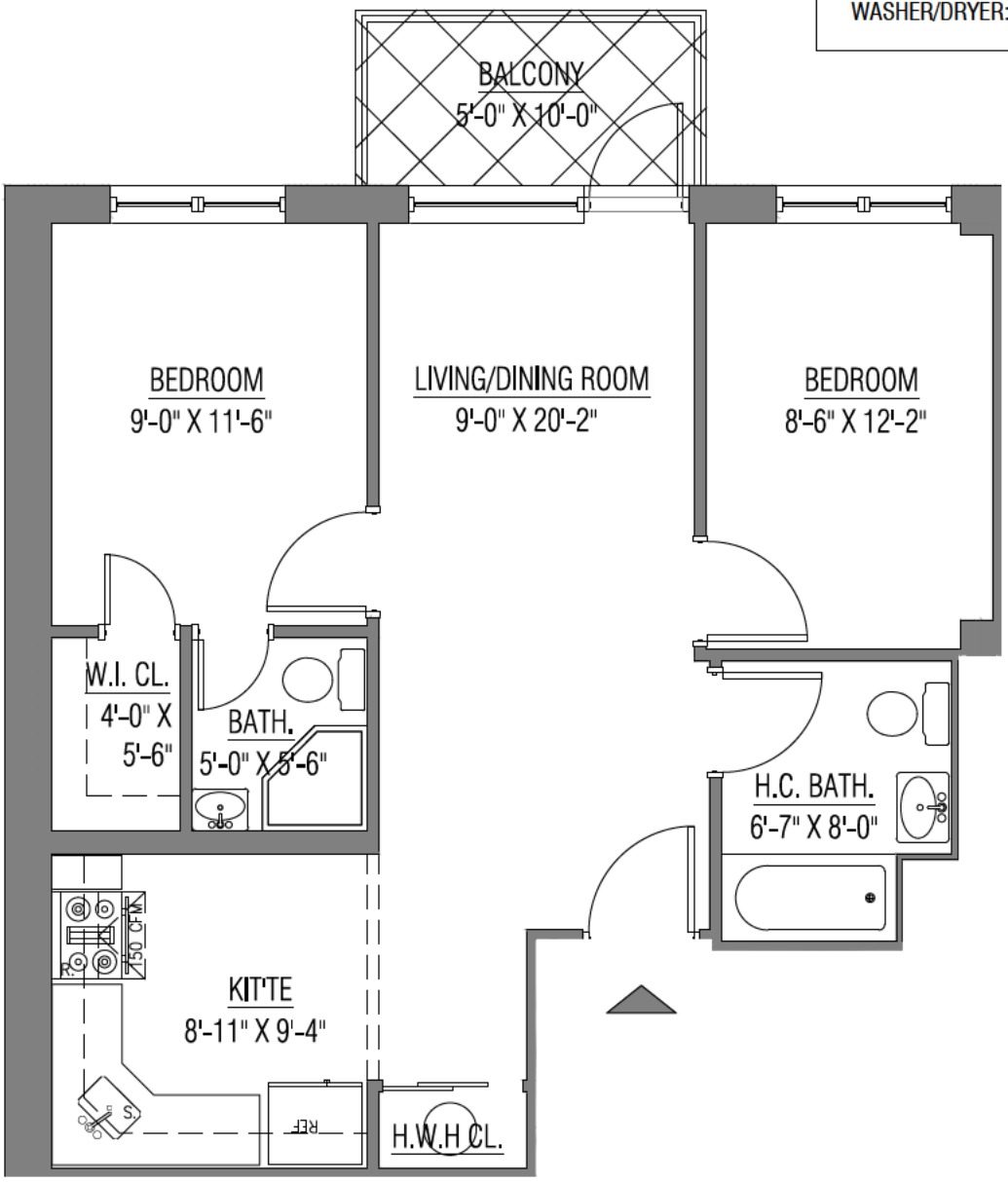
12/21/2022

KEYPLAN



ABBREVIATIONS

BATHROOM:	BATH.
CLOSET:	CL.
HOT WATER CLOSET:	H.W.H. CL.
KITCHENETTE:	KIT'TE
RANGE:	R.
REFRIGERATOR:	REF.
SINK:	S.
WALK-IN CLOSET:	W.I. CL.
WASHER/DRYER:	W./D.



UNIT 3E

2-BEDROOM

APPROX. FL. AREA: 710.0 S.F.
APPROX. BALCONY AREA: 50.0 S.F.
APPROX. TOTAL FL. AREA: 760.0 S.F.

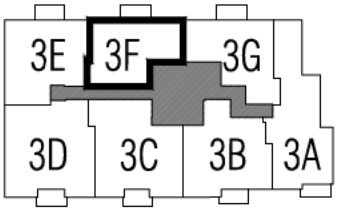




All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

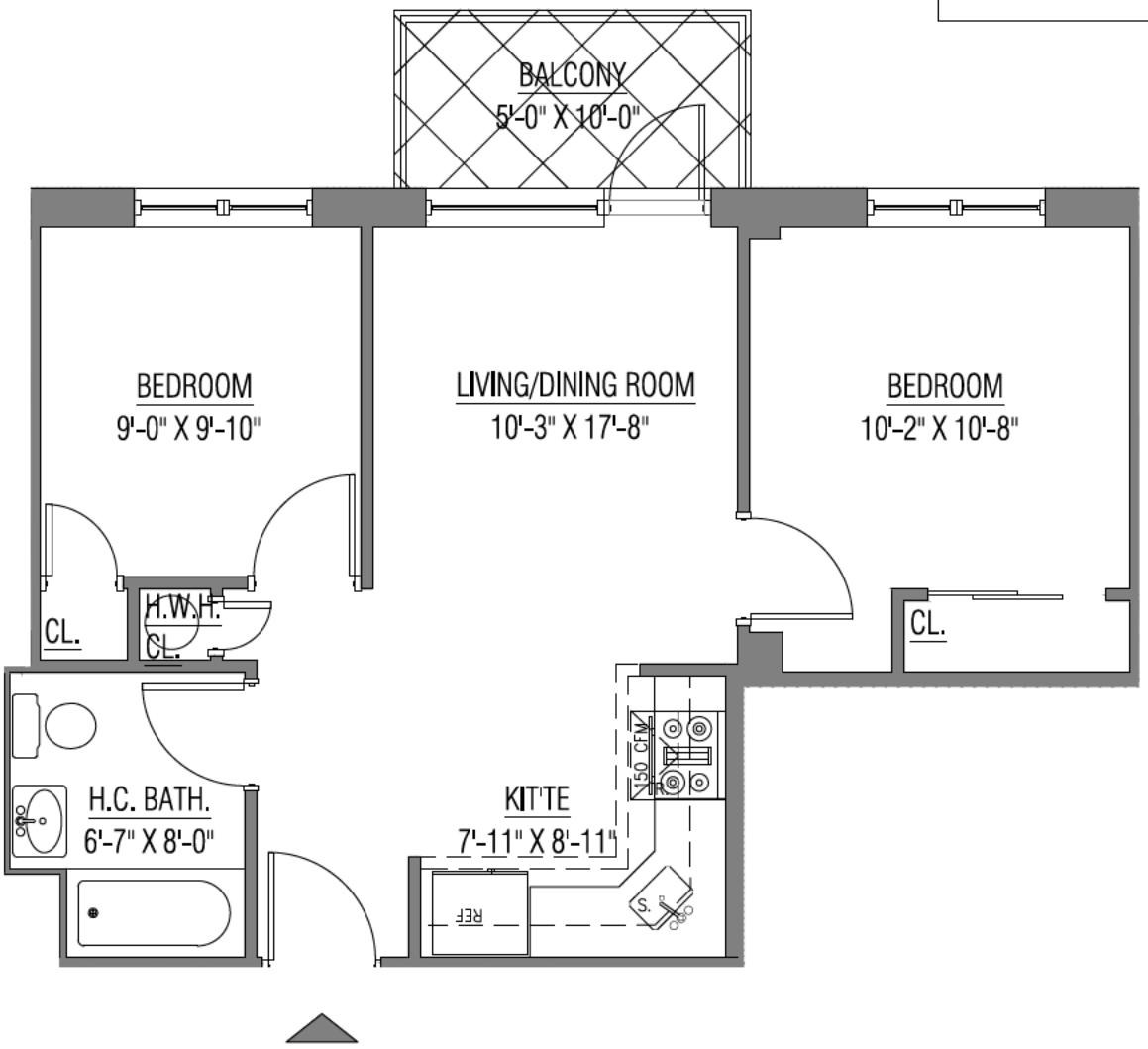
12/21/2022

KEYPLAN



ABBREVIATIONS

BATHROOM:	BATH.
CLOSET:	CL.
HOT WATER CLOSET:	H.W.H. CL.
KITCHENETTE:	KIT'TE
RANGE:	R.
REFRIGERATOR:	REF.
SINK:	S.
WALK-IN CLOSET:	W.I. CL.
WASHER/DRYER:	W./D.



UNIT 3F

2-BEDROOM

APPROX. FL. AREA: 604.0 S.F.
APPROX. BALCONY AREA: 50.0 S.F.
APPROX. TOTAL FL. AREA: 654.0 S.F.

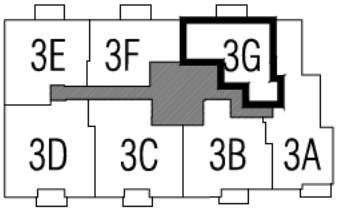




All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

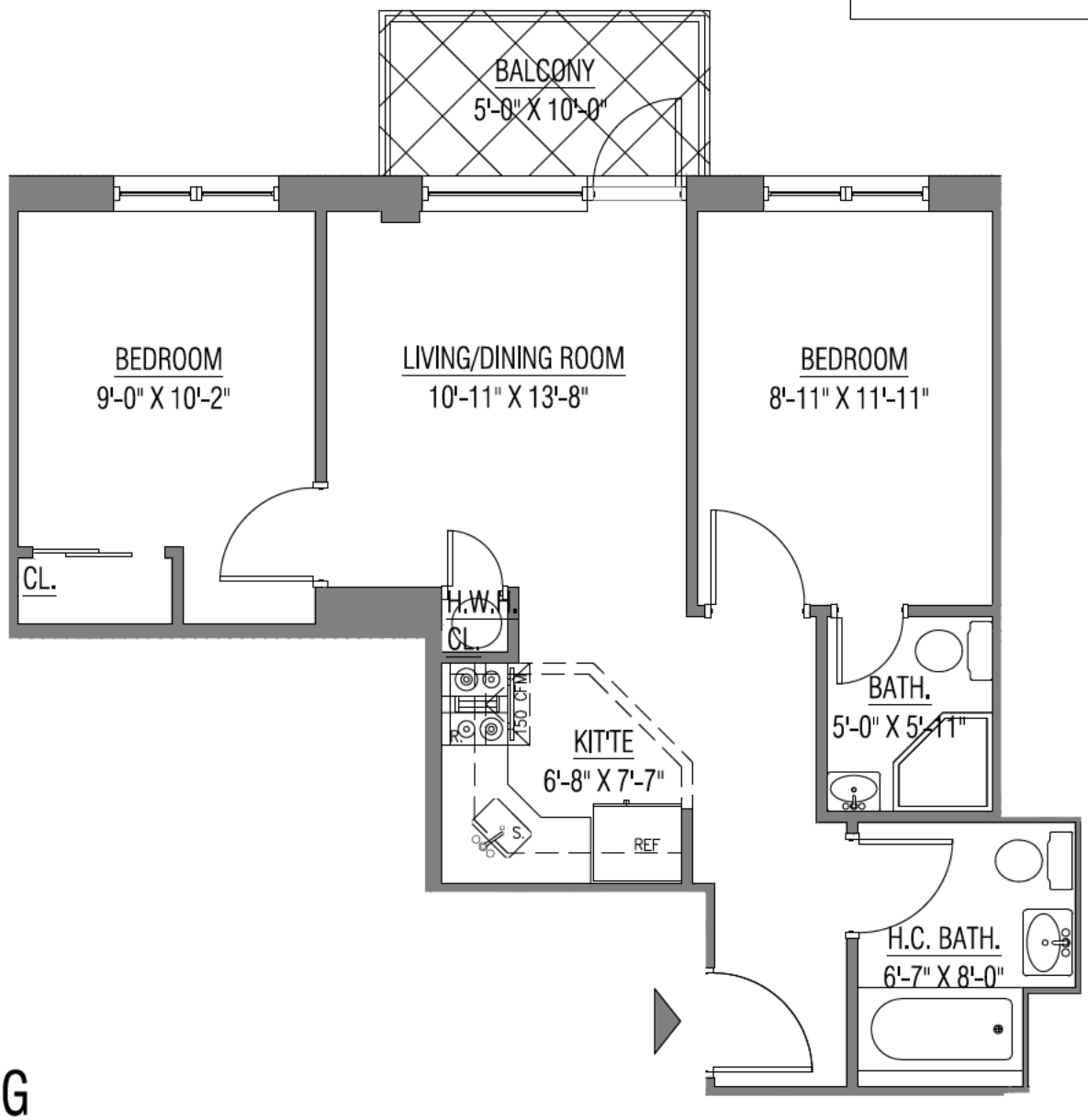
12/21/2022

KEYPLAN



ABBREVIATIONS

BATHROOM:	BATH.
CLOSET:	CL.
HOT WATER CLOSET:	H.W.H. CL.
KITCHENETTE:	KIT'TE
RANGE:	R.
REFRIGERATOR:	REF.
SINK:	S.
WALK-IN CLOSET:	W.I. CL.
WASHER/DRYER:	W./D.



UNIT 3G

2-BEDROOM

APPROX. FL. AREA: 630.0 S.F.
APPROX. BALCONY AREA: 50.0 S.F.
APPROX. TOTAL FL. AREA: 680.0 S.F.

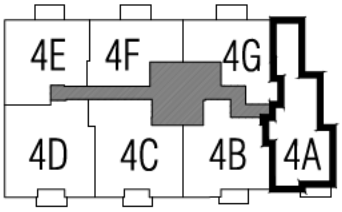




All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

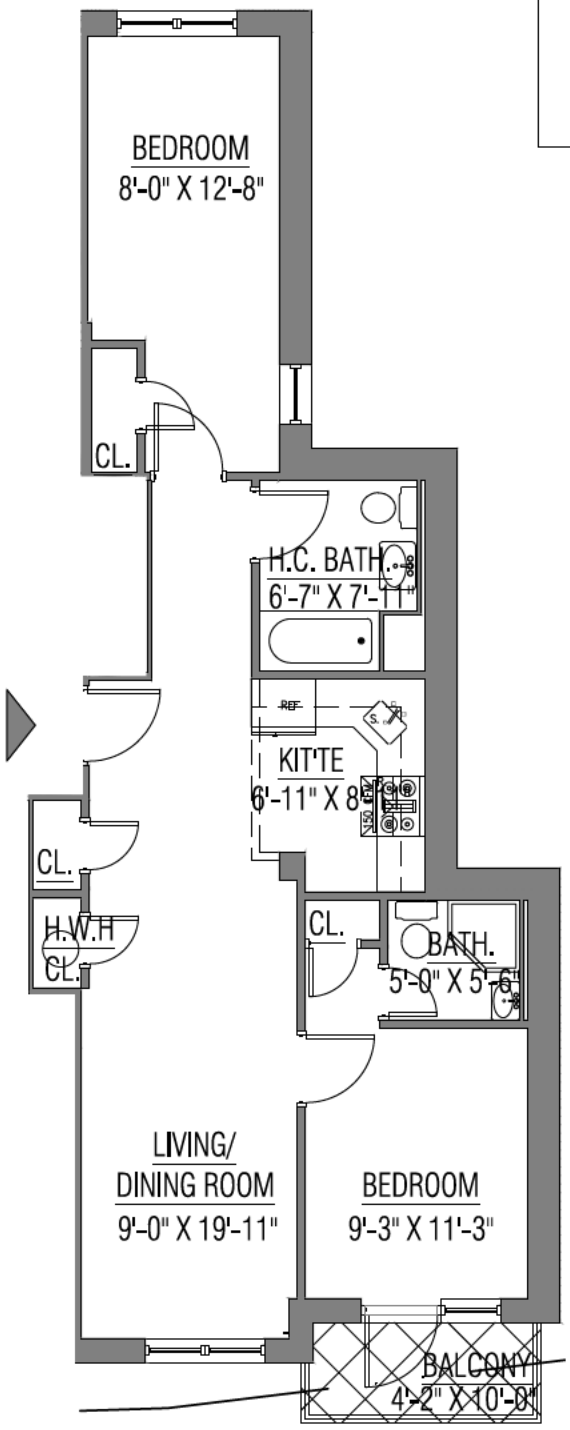
12/21/2022

KEYPLAN



ABBREVIATIONS

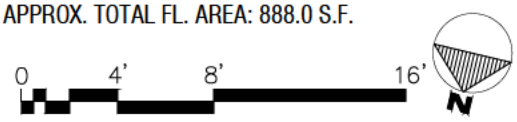
BATHROOM:	BATH.
CLOSET:	CL.
HOT WATER CLOSET:	H.W.H. CL.
KITCHENETTE:	KIT'TE
RANGE:	R.
REFRIGERATOR:	REF.
SINK:	S.
WALK-IN CLOSET:	W.I. CL.
WASHER/DRYER:	W./D.



UNIT 4A

2-BEDROOM

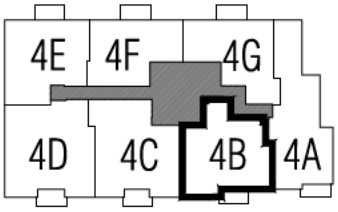
APPROX. FL. AREA: 847.0 S.F.
APPROX. BALCONY AREA: 41.0 S.F.
APPROX. TOTAL FL. AREA: 888.0 S.F.



All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

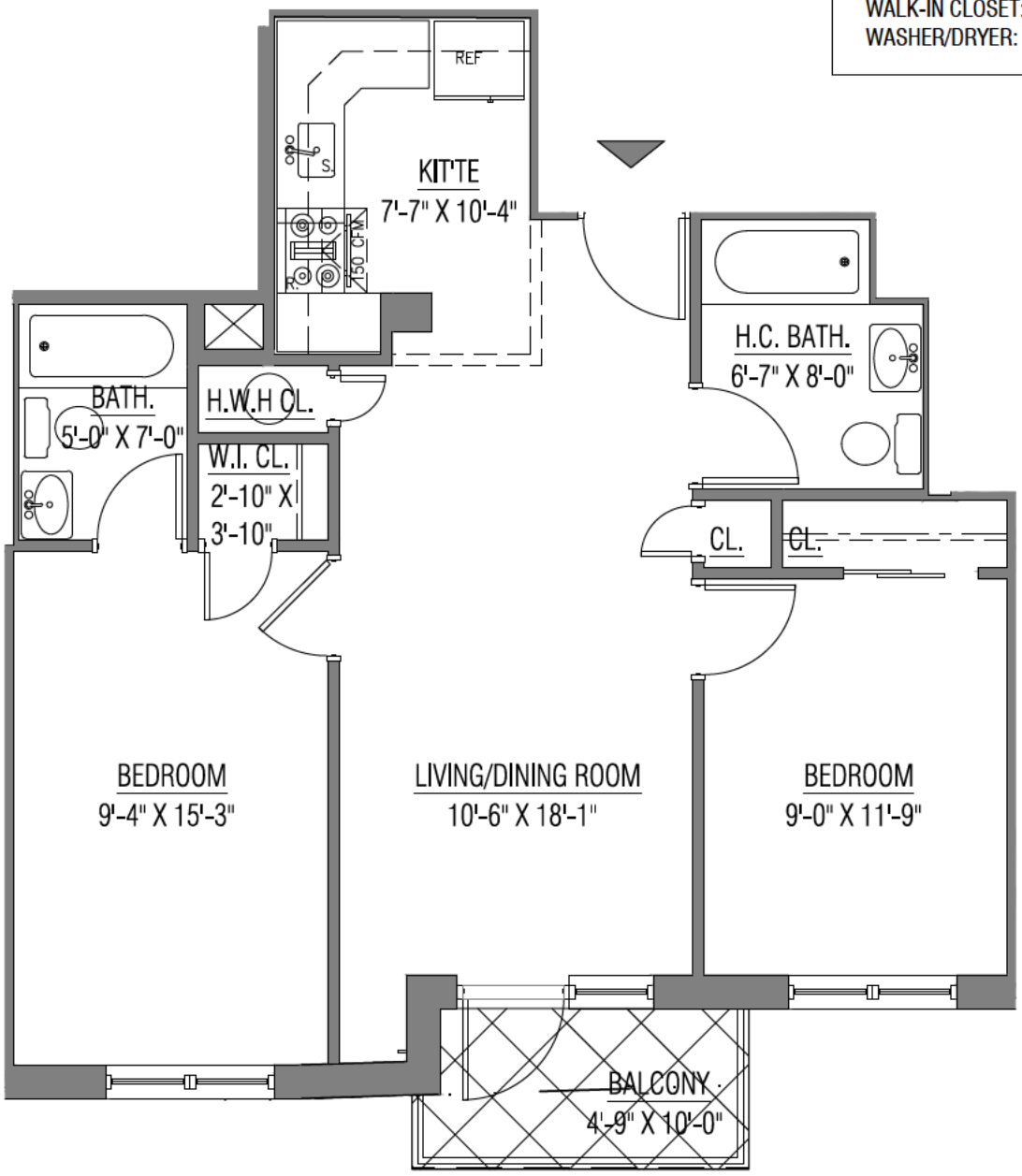
12/21/2022

KEYPLAN



ABBREVIATIONS

BATHROOM:	BATH.
CLOSET:	CL.
HOT WATER CLOSET:	H.W.H. CL.
KITCHENETTE:	KIT'TE
RANGE:	R.
REFRIGERATOR:	REF.
SINK:	S.
WALK-IN CLOSET:	W.I. CL.
WASHER/DRYER:	W./D.



UNIT 4B

2-BEDROOM

APPROX. FL. AREA: 759.0 S.F.
APPROX. BALCONY AREA: 46.0 S.F.
APPROX. TOTAL FL. AREA: 805.0 S.F.

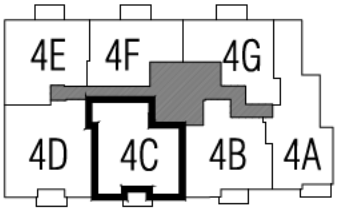




All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

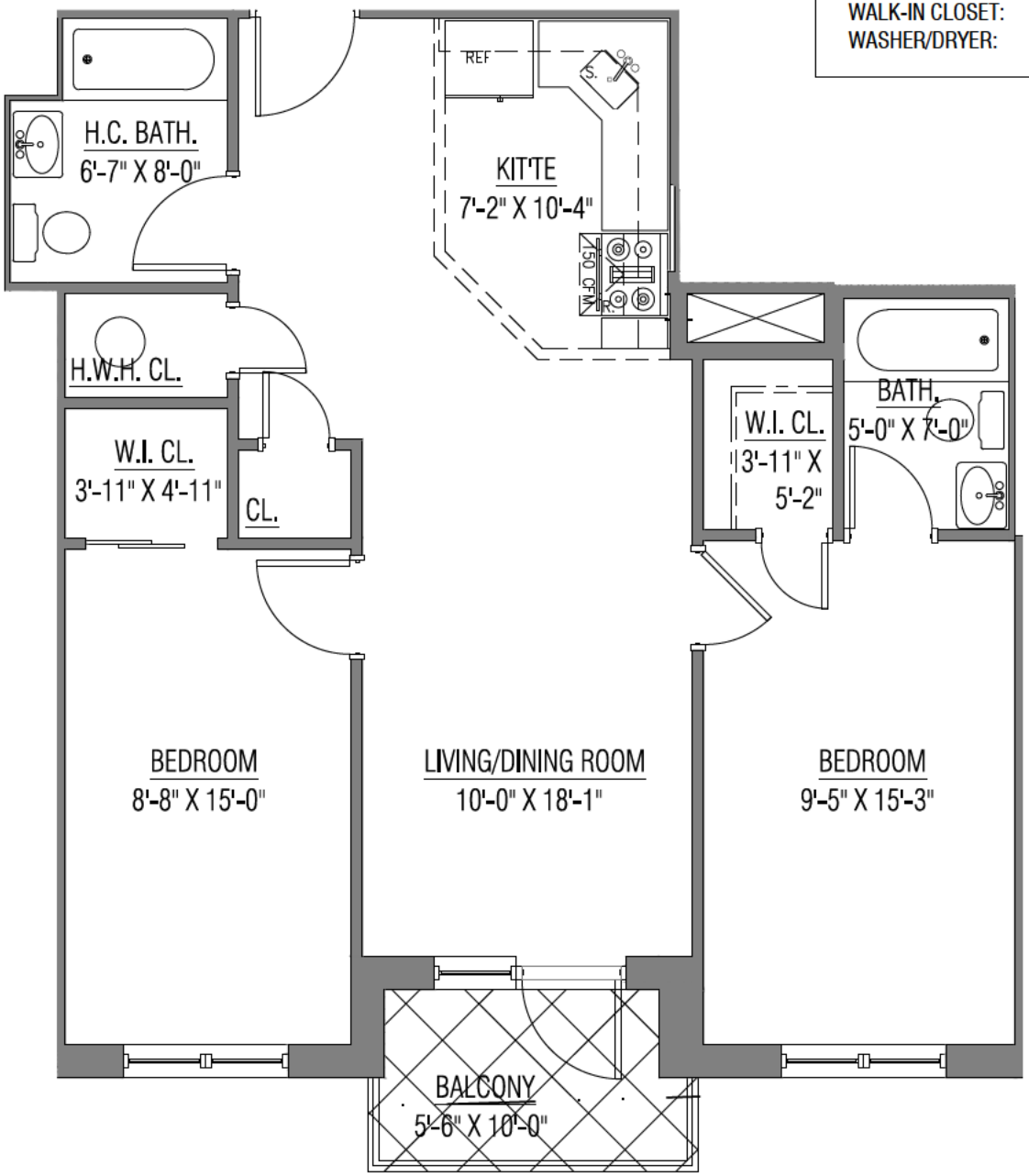
12/21/2022

KEYPLAN



ABBREVIATIONS

BATHROOM:	BATH.
CLOSET:	CL.
HOT WATER CLOSET:	H.W.H. CL.
KITCHENETTE:	KIT'TE
RANGE:	R.
REFRIGERATOR:	REF.
SINK:	S.
WALK-IN CLOSET:	W.I. CL.
WASHER/DRYER:	W./D.



UNIT 4C

2-BEDROOM

APPROX. FL. AREA: 854.0 S.F.
APPROX. BALCONY AREA: 51.0 S.F.
APPROX. TOTAL FL. AREA: 905.0 S.F.

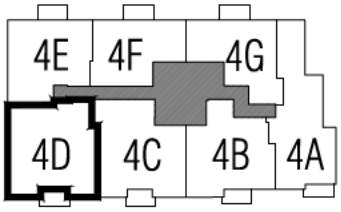




All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

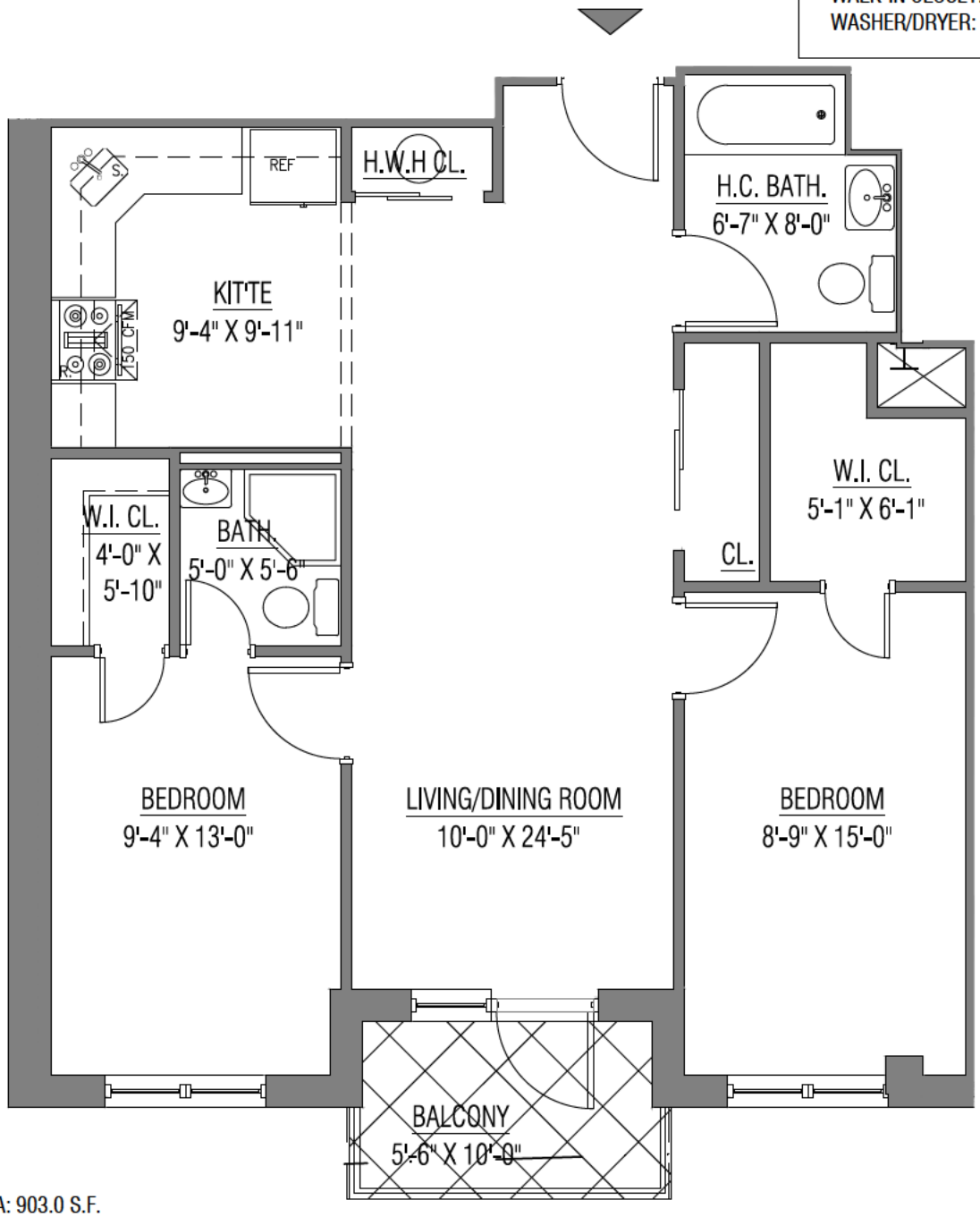
12/21/2022

KEYPLAN



ABBREVIATIONS

BATHROOM:	BATH.
CLOSET:	CL.
HOT WATER CLOSET:	H.W.H. CL.
KITCHENETTE:	KIT'TE
RANGE:	R.
REFRIGERATOR:	REF.
SINK:	S.
WALK-IN CLOSET:	W.I. CL.
WASHER/DRYER:	W./D.



UNIT 4D

2-BEDROOM

APPROX. FL. AREA: 903.0 S.F.
APPROX. BALCONY AREA: 52.0 S.F.
APPROX. TOTAL FL. AREA: 955.0 S.F.

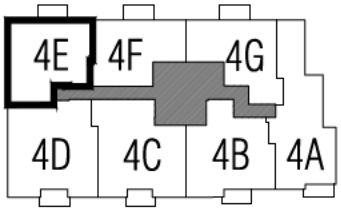




All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

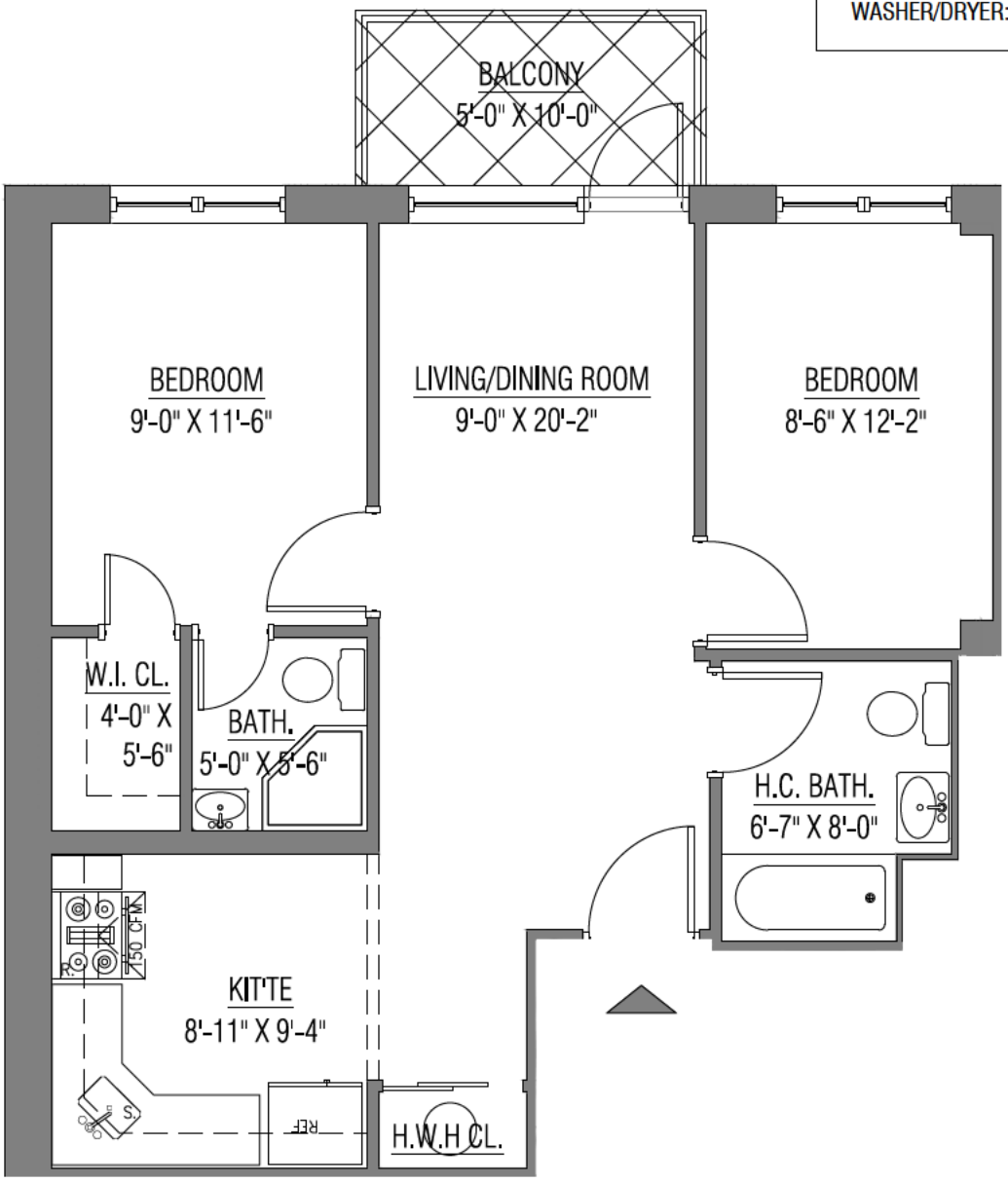
12/21/2022

KEYPLAN



ABBREVIATIONS

BATHROOM:	BATH.
CLOSET:	CL.
HOT WATER CLOSET:	H.W.H. CL.
KITCHENETTE:	KIT'TE
RANGE:	R.
REFRIGERATOR:	REF.
SINK:	S.
WALK-IN CLOSET:	W.I. CL.
WASHER/DRYER:	W./D.



UNIT 4E

2-BEDROOM

APPROX. FL. AREA: 710.0 S.F.
APPROX. BALCONY AREA: 50.0 S.F.
APPROX. TOTAL FL. AREA: 760.0 S.F.

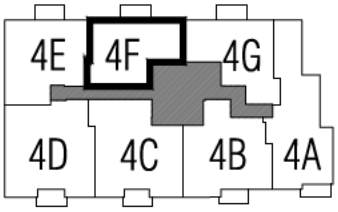




All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

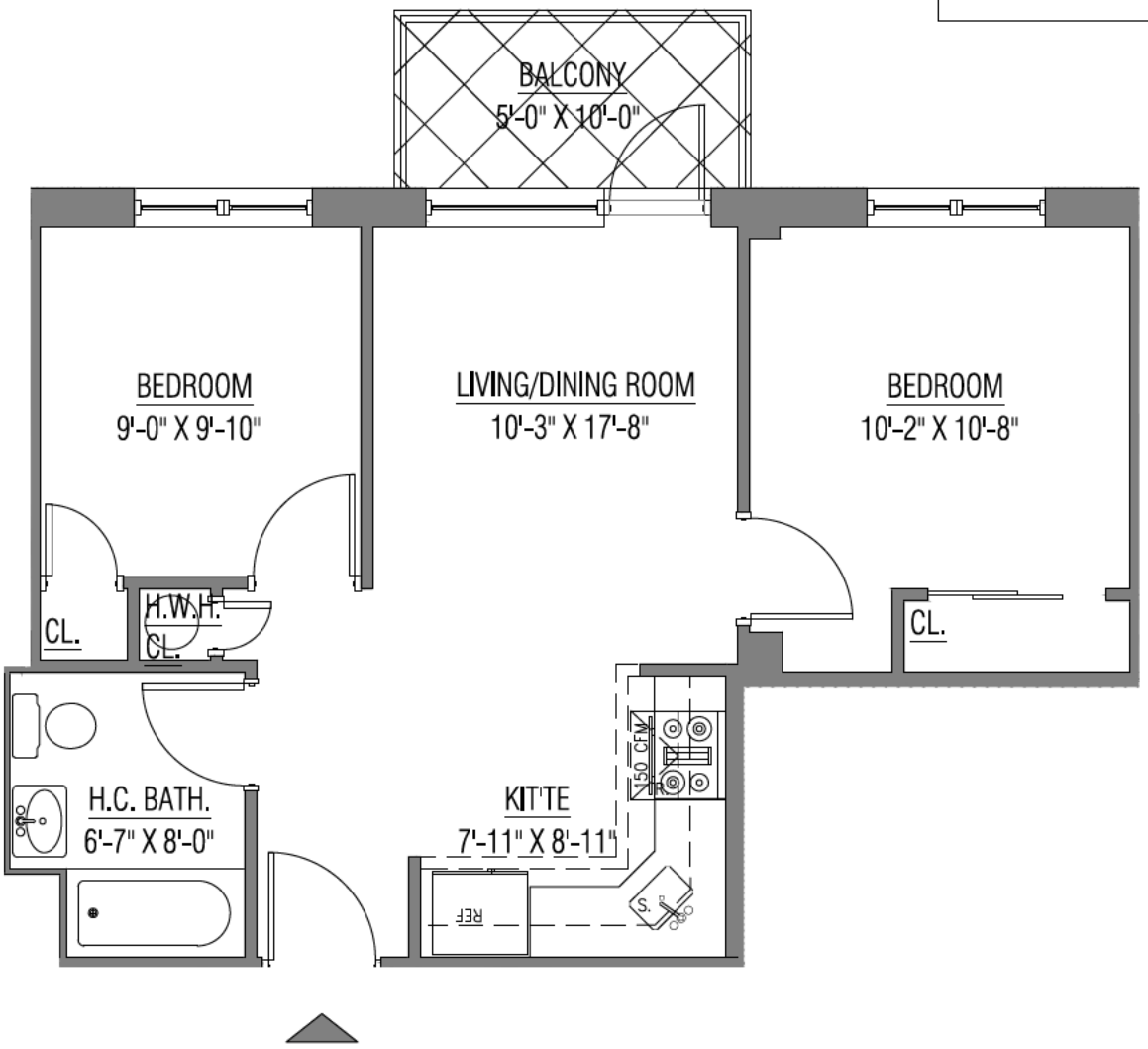
12/21/2022

KEYPLAN



ABBREVIATIONS

BATHROOM:	BATH.
CLOSET:	CL.
HOT WATER CLOSET:	H.W.H. CL.
KITCHENETTE:	KIT'TE
RANGE:	R.
REFRIGERATOR:	REF.
SINK:	S.
WALK-IN CLOSET:	W.I. CL.
WASHER/DRYER:	W./D.



UNIT 4F

2-BEDROOM

APPROX. FL. AREA: 604.0 S.F.
APPROX. BALCONY AREA: 50.0 S.F.
APPROX. TOTAL FL. AREA: 654.0 S.F.

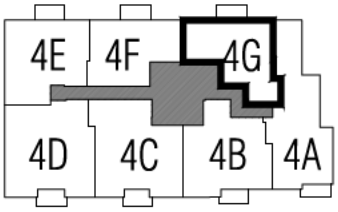




All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

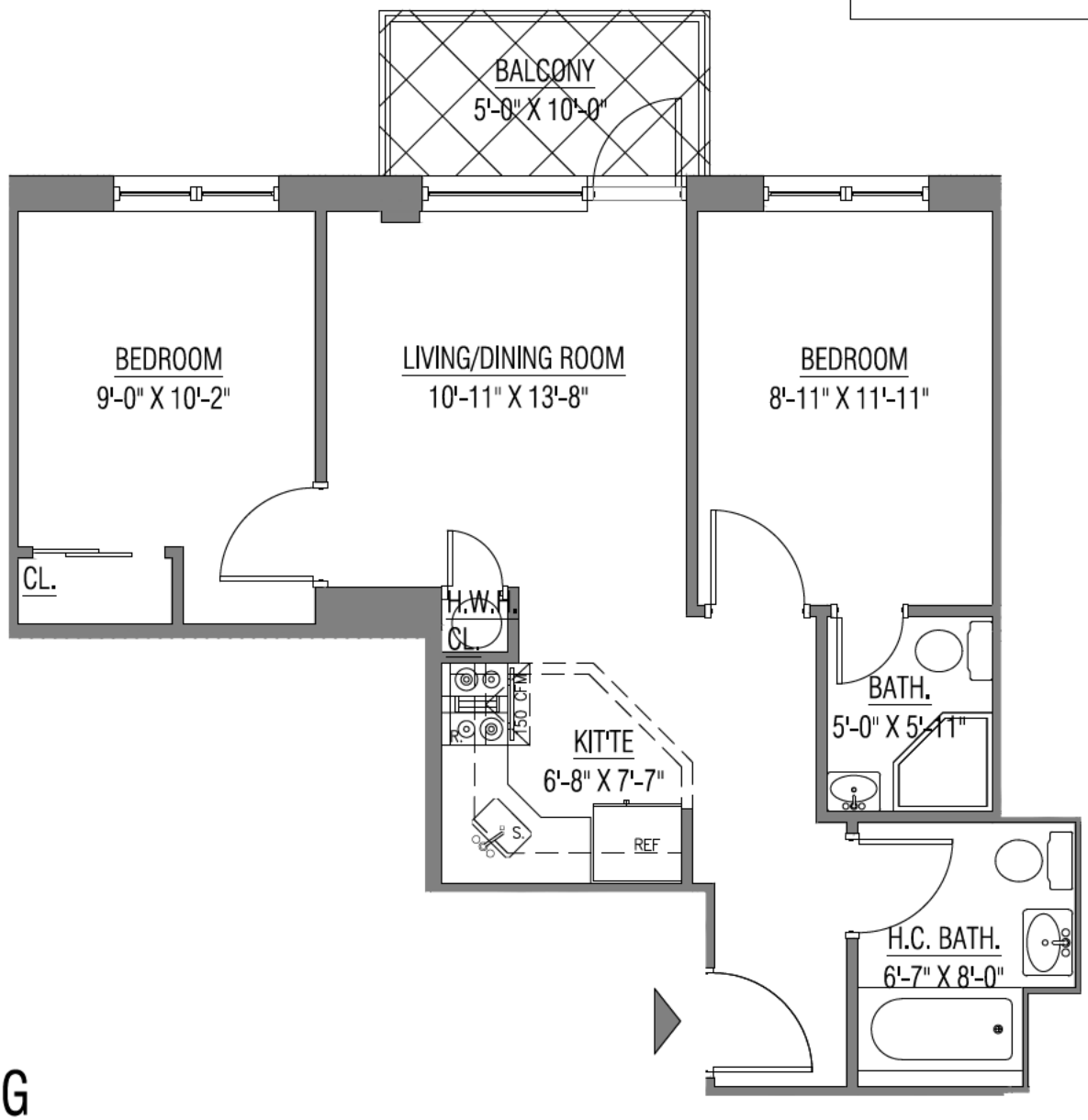
12/21/2022

KEYPLAN



ABBREVIATIONS

BATHROOM:	BATH.
CLOSET:	CL.
HOT WATER CLOSET:	H.W.H. CL.
KITCHENETTE:	KIT'TE
RANGE:	R.
REFRIGERATOR:	REF.
SINK:	S.
WALK-IN CLOSET:	W.I. CL.
WASHER/DRYER:	W./D.



UNIT 4G

2-BEDROOM

APPROX. FL. AREA: 630.0 S.F.
APPROX. BALCONY AREA: 50.0 S.F.
APPROX. TOTAL FL. AREA: 680.0 S.F.

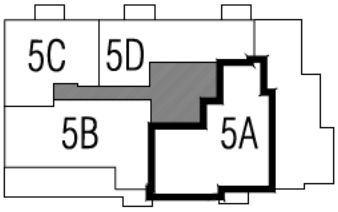




All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

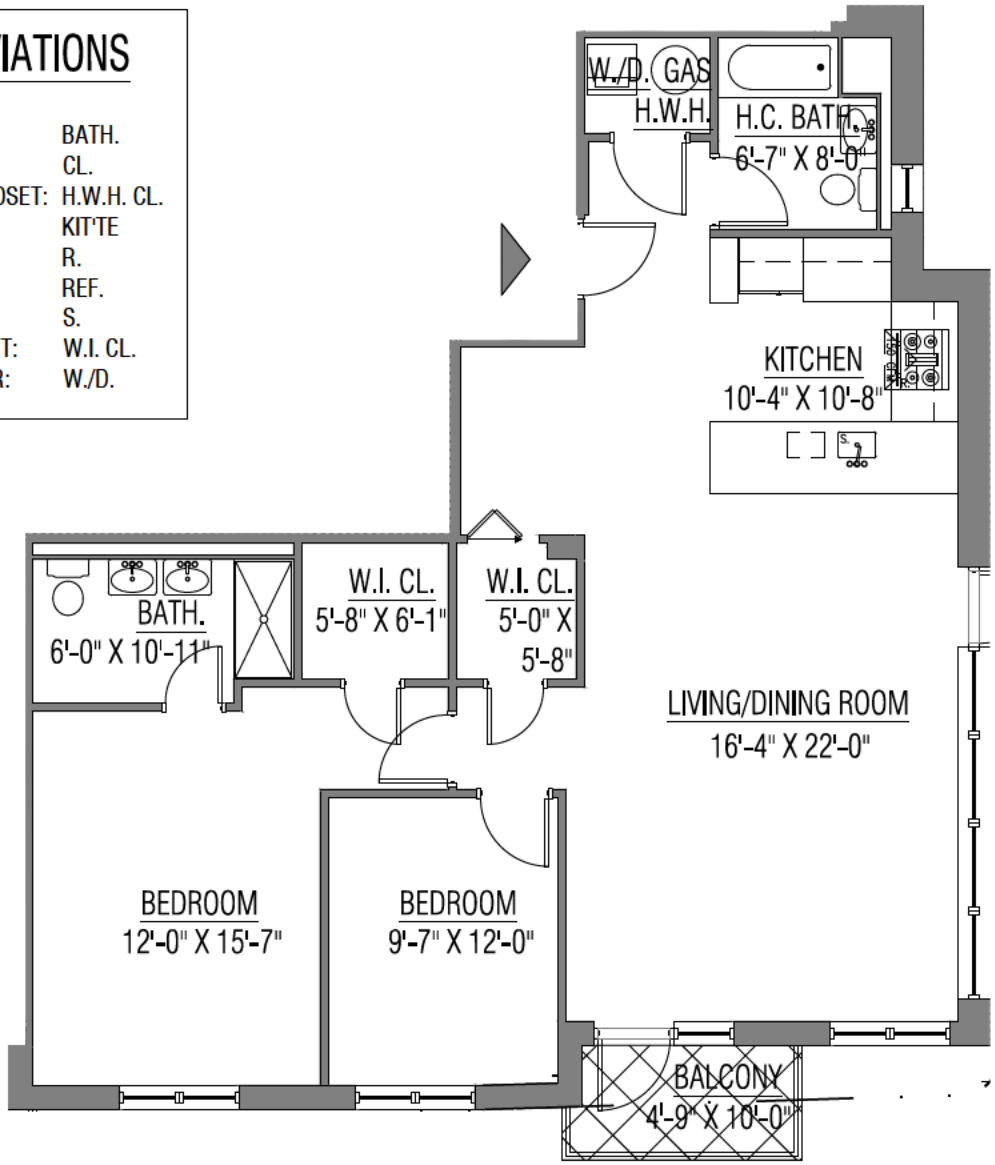
12/21/2022

KEYPLAN



ABBREVIATIONS

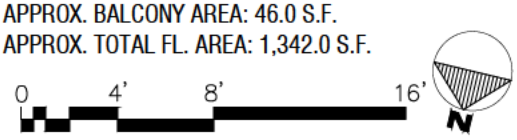
BATHROOM:	BATH.
CLOSET:	CL.
HOT WATER CLOSET:	H.W.H. CL.
KITCHENETTE:	KIT'TE
RANGE:	R.
REFRIGERATOR:	REF.
SINK:	S.
WALK-IN CLOSET:	W.I. CL.
WASHER/DRYER:	W./D.



UNIT 5A

2-BEDROOM

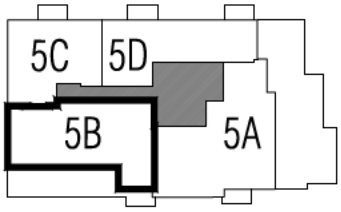
APPROX. FL. AREA: 1,296.0 S.F.
APPROX. BALCONY AREA: 46.0 S.F.
APPROX. TOTAL FL. AREA: 1,342.0 S.F.



All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

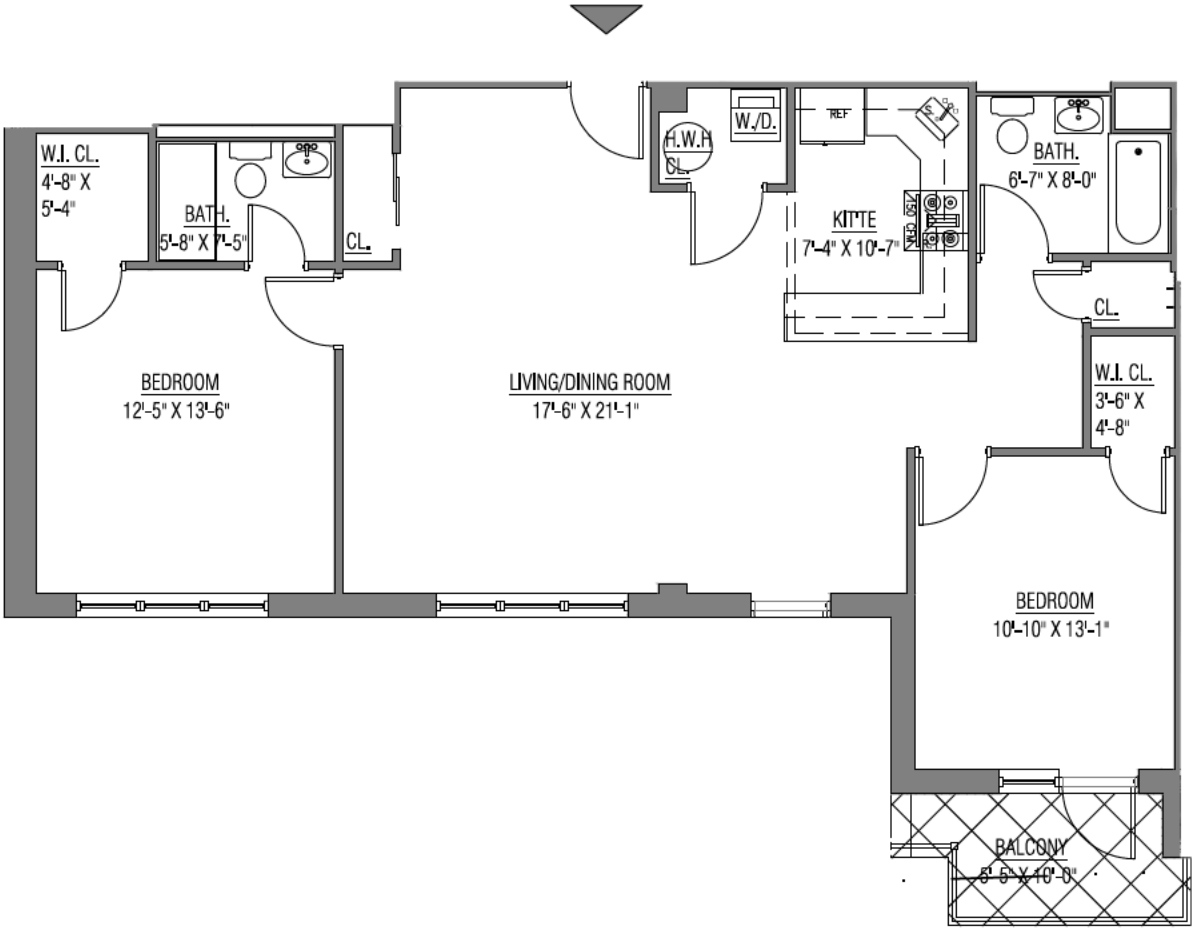
12/21/2022

KEYPLAN



ABBREVIATIONS

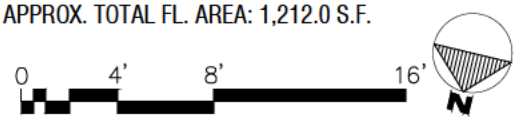
BATHROOM:	BATH.
CLOSET:	CL.
HOT WATER CLOSET:	H.W.H. CL.
KITCHENETTE:	KIT'TE
RANGE:	R.
REFRIGERATOR:	REF.
SINK:	S.
WALK-IN CLOSET:	W.I. CL.
WASHER/DRYER:	W./D.



UNIT 5B

2-BEDROOM

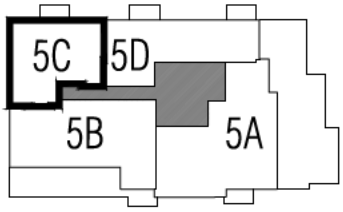
APPROX. FL. AREA: 1,153.0 S.F.
APPROX. BALCONY AREA: 59.0 S.F.
APPROX. TOTAL FL. AREA: 1,212.0 S.F.



All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

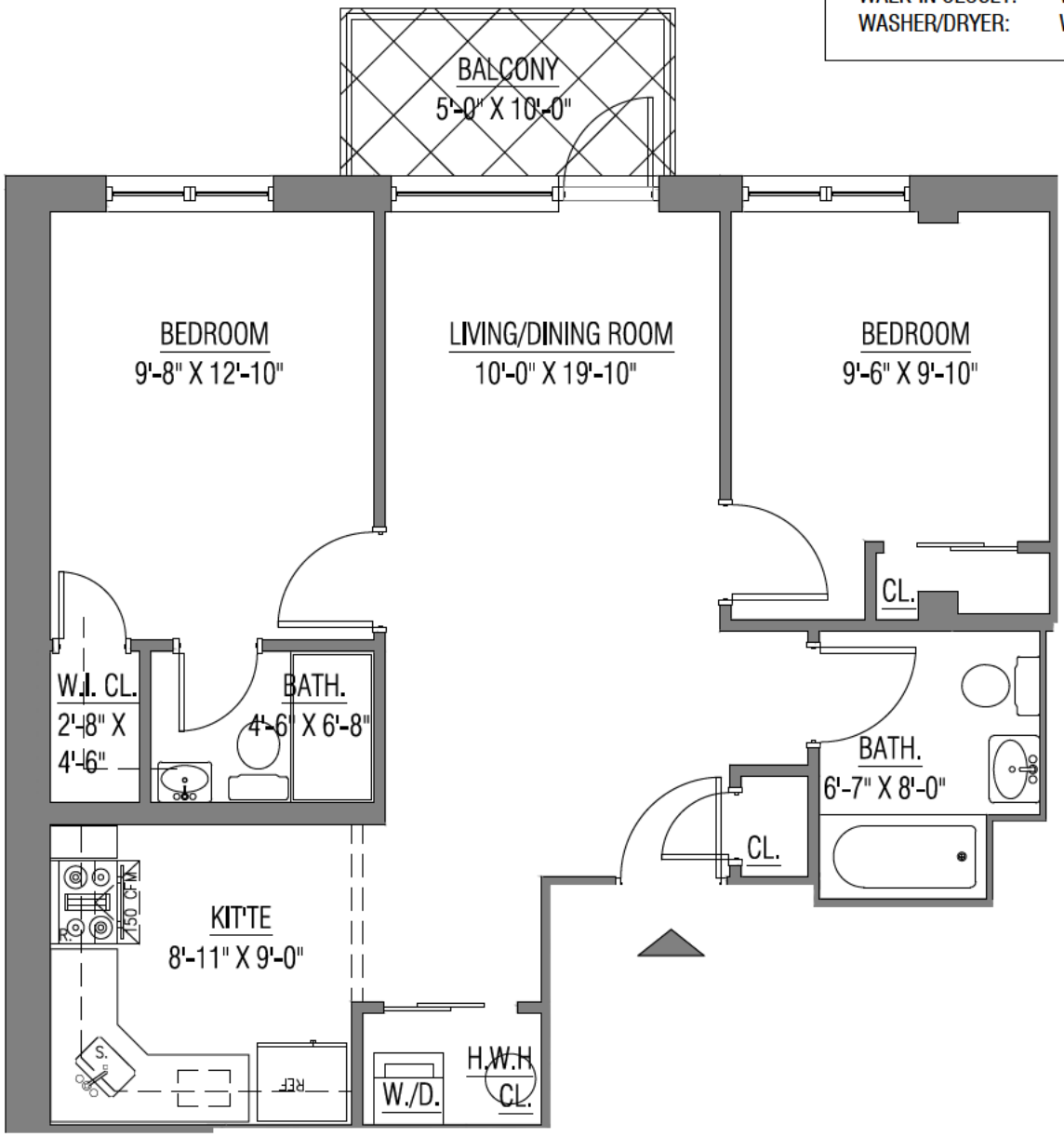
12/21/2022

KEYPLAN



ABBREVIATIONS

BATHROOM:	BATH.
CLOSET:	CL.
HOT WATER CLOSET:	H.W.H. CL.
KITCHENETTE:	KIT'TE
RANGE:	R.
REFRIGERATOR:	REF.
SINK:	S.
WALK-IN CLOSET:	W.I. CL.
WASHER/DRYER:	W./D.



UNIT 5C

2-BEDROOM

APPROX. FL. AREA: 789.0 S.F.
APPROX. BALCONY AREA: 50.0 S.F.
APPROX. TOTAL FL. AREA: 839.0 S.F.

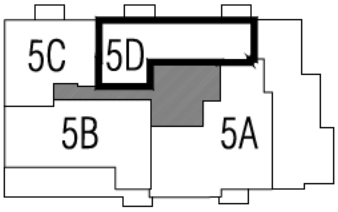




All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

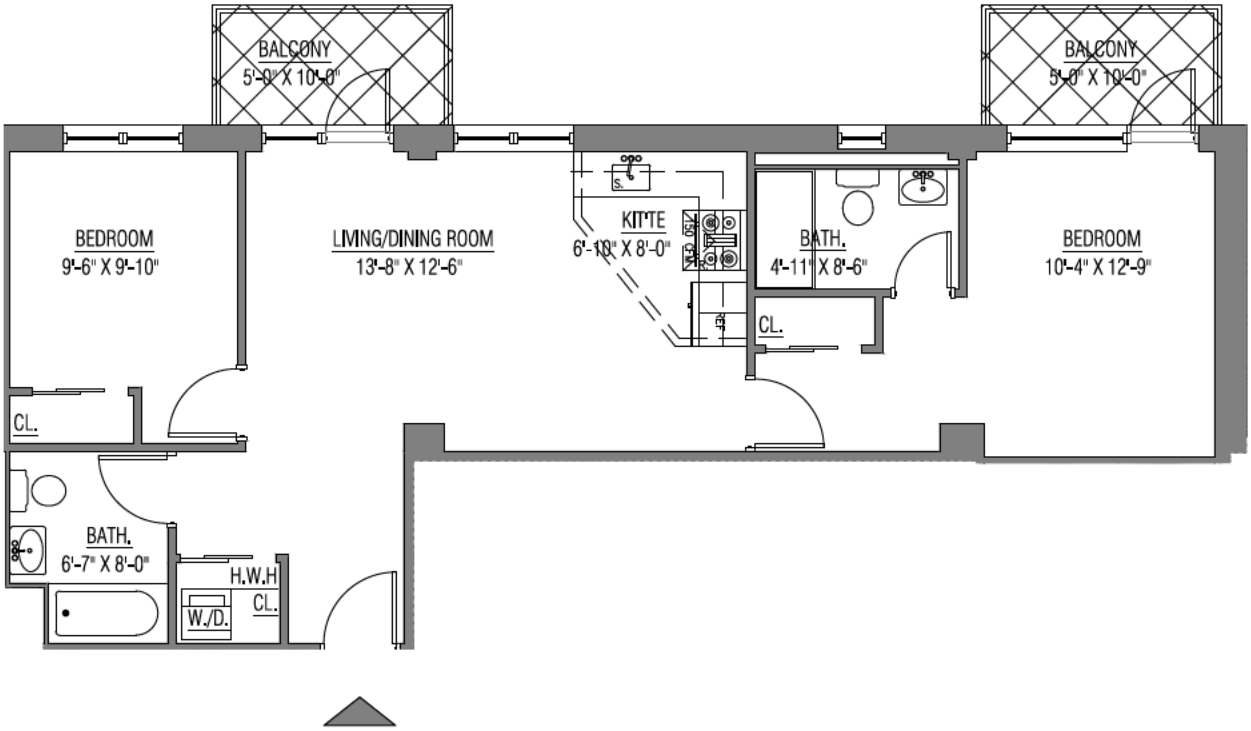
12/21/2022

KEYPLAN



ABBREVIATIONS

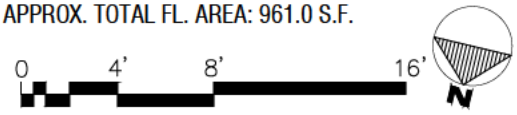
BATHROOM:	BATH.
CLOSET:	CL.
HOT WATER CLOSET:	H.W.H. CL.
KITCHENETTE:	KIT'TE
RANGE:	R.
REFRIGERATOR:	REF.
SINK:	S.
WALK-IN CLOSET:	W.I. CL.
WASHER/DRYER:	W./D.



UNIT 5D

2-BEDROOM

APPROX. FL. AREA: 861.0 S.F.
APPROX. BALCONY AREA: 50.0 S.F.
APPROX. BALCONY AREA: 50.0 S.F.
APPROX. TOTAL FL. AREA: 961.0 S.F.



All dimensions are approximate and are subject to normal construction variances and tolerances.
Sponsor reserves the right to make changes due to unforseen conditions in accordance with the offering.

12/21/2022

DEPT OF BLDGS 421203655 Job Number

ES066383277 Scan Code

GENERAL NOTES

- ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH THE NEW YORK CITY ADMINISTRATIVE BUILDING CODE, REFERENCE MEMORANDUMS, DIRECTIVES AND APPLICABLE SECTIONS OF THE NEW YORK STATE MULTIPLE DWELLING LAW AND THE HOUSING MAINTENANCE CODE OF THE CITY OF NEW YORK AND ALL OTHER STATE AND CITY AGENCIES, DEPARTMENTS OR AUTHORITIES HAVING JURISDICTION THEREOVER.
- DRAWINGS ARE NOT TO BE SCALED. USE DIMENSIONS ONLY. EACH CONTRACTOR SHALL BE HELD RESPONSIBLE FOR HIS OWN WORK. ANY DISCREPANCIES IN THE CONTRACT DRAWINGS SHALL BE CALLED TO THE ATTENTION OF THE ARCHITECT BEFORE PROCEEDING WITH THE WORK ALL DIMENSIONS SHALL BE VERIFIED BEFORE STRATING WORK BY RESPECTIVE CONTRACTORS.
- ALL DIMENSIONS ARE NOMINAL. DIMENSIONS ARE GIVEN TO THE FACE OF CONCRETE OR MASONRY WALLS, ROUGH PARTITIONS, TO THE CENTER LINES OF STEEL COLUMNS AND TO THE FACE OF FINISH AT GYPSUM BOARD PARTITIONS. ELEVATIONS ARE GIVEN TO THE TOP OF FINISH FLOOR CUMULATIVE COORDINATES (FEET AND INCHES) ARE SHOWN ON PLANS THUSLY: (69'-2 1/2").
- SOIL CONDITIONS SHALL BE VERIFIED BY INSPECTION AFTER EXCAVATION AND REPORT OF INSPECTOR SHALL BE SUBMITTED.
- NO BACKFILLING SHALL BE DONE UNTIL THE EXCAVATION AND THE FOUNDATION WORK HAVE BEEN INSPECTED AND APPROVED BY THE BUILDING DEPARTMENT INSPECTOR, AND UNTIL THE SECOND TIER FLOOR STRUCTURE IS PLACED.
- SIZE AND LOCATION OF CONCRETE PADS FOR TANKS, PUMPS AND OTHER EQUIPMENT SHALL BE VERIFED WITH HEATING AND PLUMBING CONTRACTOR BEFORE PLACEMENT OF CONCRETE.
- HOUSE TRAPS BELOW FIRST FLOOR SHALL BE PROVIDED WITH CONCRETE TRAP PITS HAVING STEEL COVERS AND FRAMES.
- STRUCTURAL ENGINEER'S DRAWINGS, NOTES AND SPECIFICATIONS SHALL BE USED FOR ALL STRUCTURAL WORK.
- SOLID BEARING WALLS WILL BE CONSTRUCTED OF BLOCK OR AN ASSEMBLY OF BRICK AND BLOCK. BRICK AND BLOCK ASSEMBLY WILL CONSIST OF A FACING OF FOUR INCH BRICK DURAWALL BONDED TO THE EIGHT INCHES OF LOAD BEARING CONCRETE BLOCK. CONCRETE BLOCK, USED ALONE OR PART OF AN ASSEMBLY WILL BE IN ACCORDANCE WITH A.S.T.M C145, CURRENT EDITION, WITH MINIMUM COMPRESSIVE STRENGTH AS SPECIFIED, BONDING OF WALLS WILL BE AS PER RA 10-1 SECTION 7.
- BRICK SHELVES AT EXTERIOR FOUNDATION WALLS, UNLESS SPECIFICALLY SHOWN OTHERWISE SHALL BE MINIMUM 0'-8" BELOW GRADE. STEP SHELVES AS REQUIRED OR AS INDICATED ON THE DRAWINGS.
- ALL TOILET AND BATHROOM PARTITIONS TO BE OF APPROVED MOISTURE RESISTANT GYPSUM WALLBOARD B.S.A. CAL. NO. 486-39 SM. ON METAL STUDS.
- MINIMUM CLEAR STORY HEIGHT, FINISHED FLOOR TO FINISHED CEILING IN APARTMENTS WILL BE 8'-0" MINIMUM.
- STAIR ENCLOSURES SHALL BE CONSTRUCTED OF MATERIALS HAVING A FIRE RESTRICTIVE RATING OF 2 HOURS.
- SHAFT ENCLOSURES SHALL BE CONSTRUCTED OF MATERIALS HAVING A FIRE RESISTANCE RATING OF 1 OR 2 HOURS AS REQUIRED.
- ALL FURRED-OUT SPACES WILL BE CLOSED AT FLOORS AND ROOF WITH CONCRETE.
- FURRING AT PIPES AND SIMILAR PLACES, UNLESS OTHERWISE SHOWN, WILL BE DONE WITH 1 5/8" STEEL STUD SPACED 16" O.C. FACED WITH 5/8" DRYWALL.
- ALL FURRED-OUT SPACES AT PIPES WILL BE FIRE-STOPPED AT FLOOR AND ROOF SLAB WITH CONCRETE AT LEAST 4" THICK.
- WHERE FURRED-OUT SPACES ARE PROVIDED AT RATED PARTITONS, THEY WILL BE FIRE-STOPPED AT EACH TIER AND ENCLOSED WITH 5/8" GYPSUM WALLBOARD ON METAL STUDS IN LIEU OF DIRECT APPLICATION OF FINISH MATERIAL.
- ALL PLUMBING STACKS WILL BE CARRIED UP 6'-6" ABOVE FINISHED ROOF.
- CONDUIT IN FIRE-RATED PARTITIONS WILL NOT EXCEED 3/4" I.P.S. OUTLET BOXES IN SUCH PARTITIONS WILL BE BACKED UP WITH APPROVED MATERIALS.
- WHERE HEATING AND PLUMBING PIPES ARE CONCEALED IN HUNG OR FURRED CEILINGS, THESE CEILINGS SHALL NOT BE BUILT UNTIL THE HEATING AND PLUMBING LINES HAVE BEEN TESTED.
- CONTRACTOR SHALL NOTIFY ARCHITECT OF ALL CHASES WHERE PIPING, DUCTWORK, STRUCTURE, ETC. BREAKS BELOW FINISHED EXPOSED CEILING LINES INDICATED, PRIOR TO INSTALLATION, SOFFIT AROUND SUCH OBSTRUCTIONS WITH STEEL STUD FRAMING AND GYPSUM WALLBOARD.
- WHEREVER FLOOR DRAINS ARE LOCATED IN ROOMS, A HOSE BIBB OR THREADED FAUCET WILL BE PROVIDED WITHIN SUCH ROOM. SLOPE FLOOR TO DRAINS.
- ALL TOILETS AND APARTMENT BATHROOMS WILL HAVE CERAMIC TILE FLOORS WITH AT LEAST A 6" TILE BASE. THEY WILL BE PROVIDED WITH ELECTRIC LIGHT.
- ALL ALUMINUM SHALL BE NONCOMBUSTIBLE ALLOY NO. 6063-T5.
- ALL PAVED WALKS, SURFACES WILL BE DRAINED ADEQUATELY WITHIN THE SITE.
- WALKS OR OTHER SURFACES WILL NOT EXCEED PITCH OF 1" PER 5'-0" FOOT. WALKS AT BUILDING ENTRANCES TO HAVE GRADE OF 4%. SLOPE OF STREET SIDEWALKS WILL BE 1" PER 5'-0" SIDEWALKS TO BE PROVIDED WITH NON-SKID SURFACE.
- SIDEWALK CONSTRUCTION TO COMPLY WITH SPECIFICATIONS OF THE DEPARTMENT OF HIGHWAYS.
- FINAL SURVEY TO BE PROVIDED BY CONTRACTOR.
- HOPPER DOORS TO REFUSE CHUTES TO BE SELF-CLOSING AND SO CONSTUCTED SO AS NOT TO PROJECT INTO CHUTE. AREA OF SERVICE OPENING SHALL NOT BE MORE THAN 1/3 AREA OF CHUTE-RULE 2.
  REFUSE CHUTE TO EXTEND TO BOTTOM OF CEILING OF REFUSE ROOM OR LOWER, AND TO BE SUPPORTED ON 2-HR. FIRE-RESISTIVE CONSTRUCTION.
  PROVIDE FLOOR DRAINS AND HOSE BIBB FOR REFUSE ROOM AND AT LEAST TWO SPRINKLER HEADS ARRANGED AS PER RULE 5 AND OPERATED AS PER RULE 8 AND 10. FLOOR DRAINS TO COMPLY WITH RULE 6.
  HOPPERS, CUT-OFF, AND STARTING EQUIPMENT SHALL COMPLY WITH RULE 9.
  LIGHTING TO COMPLY AS PER RULE 11, AND PEST CONTROL TO COMPLY WITH RULE 3.
- SEPARATE APPLICATIONS SHALL BE FILED WITH DEPARTMENT OF BUILDINGS, CITY OF NEW YORK FOR THE FOLLOWING;
  A. FENCE
  B. DEMOLITION
  C. ELEVATOR
  D. OPEN
- CONTRACTOR SHALL PROVIDE AND INSTALL STAIR AND ELEVATOR IDENTIFICATION SIGNS AT ALL BUILDING LEVELS IN ACCORDANCE WITH LOCAL LAW 16 OF 1985.
- CONTRACTOR SHALL PROVIDE ALL SIGNS AS SPECIFIED.
- THE CONTRACTOR SHALL PROVIDE, ERECT AND MAINTAIN ALL TEMPORARY BARRIERS AND GUARDS, AND ALL TEMPORARY SHORING AND BRACING AS REQUIRED BY DEPARTMENT OF BUILDING RULES AN REGULATIONS.
- BEFORE COMMENCING WORK, THE CONTRACTOR SHALL FILE ALL REQUIRED CERTIFICATES OF INSURANCE WITH THE DEPARTMENT OF BUILDINGS, OBTAIN ALL REQUIRED PERMITS, AND PAY ALL FEES REQUIRED BY GOVERNING AGENCIES.
- CONTRACTOR IS TO COORDINATE AND SUBMIT FOR APPROVAL, ALL MATERIALS REQUIRED BY DOCUMENTS (DRAWINGS AND SPECIFICATIONS) PRIOR TO THEIR INCLUSION INTO PROJECT.

MULTIPLE DWELLING LAW NOTES

- MULTIPLE DWELLING LAW WILL BE COMPLIED WITH, AS PER LOCAL LAW NO. 23-66.
- BUILDING WILL BE ENTIRELY FIREPROOF IN ACCORDANCE WITH SUBDIVISION 25 OF SECTION 4, AND SECTIONS 101, 107 AND 108 OF THE MULTIPLE DWELLING LAW AND ARTICLE 3 OF BUILDING CODE.
- ALL ROOMS WILL COMPLY WITH SECTION 31-6 OF THE MULTIPLE DWELLING LAW.
- SECTION 33, SUBDIVISION 3, OF THE MULTIPLE DWELLING LAW AND THE DEPARTMENT RULES WILL BE COMPLIED WITH. RANGES WILL BE USED OF A TYPE APPROVED BY A RECOGNIZED TESTING LABORATORY. ALL COOKING RANGES WILL BE INSTALLED IN ACCORDANCE WITH C26-130A.7C BUILDING CODE AND WITH SECTION 64 M.D.L. RANGES WILL COMPLY WITH THE REQUIREMENTS OF THE AMERICAN GAS ASSOCIATION.
- SECTION 34, SUBDIVISION 2, OF THE MULTIPLE DWELLING LAW WILL BE COMPLIED WITH IN THAT ALL WALLS OR FLOORS BELOW THE GROUND LEVEL SHALL BE DAMPPROOFED OR WATERPROOFED.
- WALLS AND CEILINGS IN SERVICE AREAS WHERE NOTED IN SCHEDULE OF INTERIOR FINISHES WILL BE PAINTED A LIGHT COLOR AS PER SEC. 34(4) M.D.L. APARTMENT STAIRWAYS AND HALLS TO BE PAINTED PER SEC. 80(4) M.D.L.
- EVERY DOOR GIVING ACCESS TO THE ENTRANCE FROM THE OUTSIDE OF BUILDING WILL CONTAIN NOT LESS THAN 5 SQUARE FEET OF GLAZED SURFACE IN ACCORDANCE WITH SEC. 35 OF THE M.D.L.
- ARTIFICIAL LIGHTING OF PUBLIC HALLS AND STAIRWAYS WILL COMPLY WITH SECTION 37 OF THE MULTIPLE DWELLING LAW.
- INTERCOMMUNICATION SYSTEM AND ENTRANCE DOOR LOCKS SHALL BE PROVIDED AS PER SEC. 50(A) OF THE MULTIPLE DWELLING LAW.
- ALL OPENINGS TO THE ELEVATOR SHAFTS WILL BE PROVIDED WITH DOORS AND BUCKS HAVING A MIN. 1-HOUR RATING. ALL DOORS TO ELEVATOR SHAFTS AND DOORS IN ELEVATOR CABS TO BE PROVIDED WITH AUTOMATIC DEVICES AS REQUIRED BY SECTION 51, MULTIPLE DWELLING LAW.
- ALL OUTSIDE STEPS AND THEIR RAILS WILL COMPLY WITH SECTIONS 52 AND 62, MULTIPLE DWELLING LAW. GUARD RAILS ON RETAINING WALLS MORE THAN 18" ABOVE GRADE WILL BE AT LEAST 3 FEET 3 INCHES HIGH.
- PARKING ON PROJECT WILL BE PRIMARILY FOR THE USE OF TENANTS PER SEC. 60 M.D.L. AND WILL COMPLY WITH DEPARTMENT RULES AND REGULATIONS.
- MAINTENANCE, MANAGEMENT, AND LAUNDRY, ETC, ARE OF ACCESSORY USE TO THE PROJECT AND WILL COMPLT WITH SEC. 61 M.D.L.
- GAS METERS WILL BE PLACED IN SPACES PROVIDED ON FIRST FLOOR.
- SECTION 77 OF THE MULTIPLE DWELLING LAW WILL BE COMPLIED WITH. NO LEADER, DRAIN, OR HOUSE TRAP WILL BE LOCATED IN ANY BATHROOM OR WATER CLOSET COMPARTMENTS.
- MECHANICAL VENTILATION FOR INTERIOR BATHROOMS, KITCHENETTES AND PUBLIC HALLS WILL BE OPERATED AS REQUIRED BY SECTIONS 76, 33 AND 107 OF THE MULTIPLE DWELLING LAW.
- SOUND CONTROL SHALL BE PROVIDED AS PER SEC. 84 M.D.L. AND IN ACCORDANCE WITH THE BUILDING CODE AND ITS REFERENCE STANDARDS.
- COMPLY WITH SECTION 80, SUBDIVISION 6, M.D.L. AND ARTICLE 13, H.M.C. AS TO PEST AND RODENT ERADICTION.
- PROVIDE HEAT AND HOT WATER PER SECTION 77.3 AND 79 M.D.L.
- FOR LIGHTING THROUGHOUT, COMPLY WITH SECTION 64, M.D.L.

HOUSING MAINTENANCE CODE NOTES

- BUILDING SHALL COMPLY WITH SECTION 27-2027 H.M.C. DRAINAGE OF ROOFS AND COURTYARDS.
- BUILDING SHALL COMPLY WITH SECTION 27-2028 H.M.C. CENTRAL HEATING.

  BUILDING SHALL COMPLY WITH SECTION 27-2031 H.M.C. SUPPLY HOT WATER.
- BUILDING SHALL COMPLY WITH SECTION 27-2032 H.M.C. GAS FUELED OR ELECTRIC HEATERS WHERE PERMITTED.
- BUILDING SHALL COMPLY WITH SECTION 27-2040 HMC LIGHTS NEAR ENTRANCE WAYS AND YARDS AND COURTS.
- BUILDING SHALL COMPLY WITH SECTION 27-2038 HMC LIGHTING PUBLIC HALLS AND STAIRS.
- BUILDING SHALL COMPLY WITH SECTION 27-2041 HMC PEEPHOLES IN ENTRANCE DOORS TO APARTMENTS.
- BUILDING SHALL COMPLY WITH SECTION 27-2042 HMC MIRRORS IN SELF-SERVICE ELEVATORS.
- BUILDING SHALL COMPLY WITH SECTION 27-2047 HMC MAIL SERVICE.
- BUILDING SHALL COMPLY WITH SECTION 27-2048 HMC FLOOR SIGNS TO INDICATE FLOORS IN MD.
- BUILDING SHALL COMPLY WITH SECTION 27-2049 HMC STREET NUMBERS ON THE DWELLING.
- BUILDING SHALL COMPLY WITH SECTION 27-2052 THRU 27-2056 HMC JANITORIAL SERVICES.
- BUILDING SHALL COMPLY WITH SECTION 27-2057 THRU 27-2058 HMC LIGHTING AND VENTILATION OF LIVING ROOMS IN MULTIPLE DWELLINGS.
- BUILDING SHALL COMPLY WITH SECTION 27-2097 HMC REGISTRATION: TIME TO FILE.
- BUILDING SHALL COMPLY WITH SECTION 27-2105 HMC IDENTIFICATION OF MANAGING AGENT OR OWNER.
- BUILDING SHALL COMPLY WITH SECTION 27-2104 HMC POSTING OF SERIAL NUMBER.
- BUILDING SHALL COMPLY WITH SECTION 27-2021 HMC RECEPTACLES FOR GARBAGE.
- BULDING SHALL COMPLY WITH SECTION 27-2022 HMC COLLECTION OF SAME.
- BUILDING SHALL COMPLY WITH SECTION 27-2045 HMC INSTALLATION AND MAINTENANCE OF SMOKE DETECTING DEVICES IN CLASS A MULTIPLE DWELLING.

CONTROLLED INSPECTIONS

- MATERIALS, OPERATIONS AND EQUIPMENT SUBJECT TO CONTROLLED INSPECTION BY BUILDING 2008 CODE. (SEE BC 1701)

CONCRETE

- THE INSPECTION OF MATERIALS FOR ALL STRUCTURAL ELEMENTS PROPORTIONED ON THE BASIS OF CALCULATED STRESSES 70 PERCENT OR GREATER OF BASIC ALLOWABLE VALUES
- THE MAKING OF PRELIMINARY TESTS OF CONCRETE.
- QUALITY CONTROL AND INSPECTION AT THE BATCH PLANT.
- ACTUAL PREPARATION OF CYLINDERS FOR STRENGTH TESTS, 1905.1.
- THE CHECKING OF ALL SAMPLES RECOVERED FOR THE PURPOSE OF STRENGTH TESTS FOR SLUMP, AIR CONTENT, UNIT WEIGHT AND TEMPERATURE IN ACCORDANCE WITH TABLE 1904
- THE MEASUREMENT OF FORMS FOR SIZE AND DIMENSIONS OF MEMBERS.
- THE INSPECTION OF PLACEMENT OF CONCRETE AND THE RECORDING OF IN COMPLIANCE WITH BUILDING CODE PROVISIONS ATTESTED TO OF:
  - TEMPERATURES
  - PROTECTIONS AGAINST EXCESSIVE TEMPERATURES
  - CURING
  - ERECTION AND CONNECTION OF PRECAST MEMBERS
  - AMOUNT OF WATER ADDED IN THE FIELD
- INSPECTION FOR THE PROPER USE OF ADMIXTURES. BATCH PLANT INSPECTION REQUIRED FOR ALL ADMIXTURES OTHER THAN AIR-ENTRAINING AND WATER-REDUCING AGENTS, 1905.3

STEEL

- OF BASIC, ALLOWABLE VALUES, TABLE 1704.3.
- CHECK OF WELDER'S LICENSES OR QUALIFICATIONS IN ACCORDANCE WITH TABLE 1704.3.
- INSPECTION OF THE TENSIONING OF HIGH STRENGTH BOLTS WHERE STRESSES IN BOLTS ARE 50% OR MORE OF BASIC ALLOWABLE VALUES. TABLE 1704.3.
  INSPECTION OF WELDING OPERATIONS WHERE STRESSES IN WELDS ARE 50% OR MORE.

FOUNDATIONS

- INSPECTION OF BORING OPERATIONS, 1704.7.4.
- INSPECTION OF SUBGRADE FOR FOOTINGS, FOUNDATION PIERS, AND FOUNDATION WALLS (NOTIFICATION TO DEPARTMENT AT LEAST TWO DAYS PRIOR TO INSTALLATION REQUIRED UNLESS DEPARTMENT INSPECTION IS WAIVED UNDER 1704.19.

FOOTING

- SUPERVISION OF THE PLACING OF CONTROLLED FILLS, 1704.7.2 NOTE WHERE FOUNDATION IS TO REST ON, OR BE UNDERLAIN BY NOMINALLY UNSATISFACTORY BEARING MATERIALS, REPORT BASES ON SOIL TEST, FOUNDATION ANALYSIS (INCLUDING ANALYSIS OF UNDISTURBED SAMPLES), BY ARCHITECT OR ENGINEER IS REQUIRED, 1704.7.1.

FIRE PROTECTION

- INSPECTION OF THE INSTALLATION OF ALL REQUIRED FIRE STOPPING, 1704.25.

MECHANICAL VENTILATION, AIR CONDITIONING AND REFRIGERATION

- INSPECTION AND TESTS OF REQUIRED VENTILATING SYSTEM 1704.15.

HEATING AND COMBUSTION EQUIPMENT

- FINAL INSPECTIONS AND TESTS OF BOILERS (SUCH INSPECTIONS AND TESTS, HOWEVER, MAY BE MADE BY DEPARTMENT INSPECTORS OR BY INSURANCE COMPANY INSPECTORS), 1704.15.1.
- APPLICATION FOR EQUIPMENT USE PERMIT (FOR EQUIPMENT SYSTEM) TO BE ACCOMPANIED BY A STATEMENT BY ARCHITECT OR ENGINEER INDICATING THE SYSTEM HAS BEEN OPERATED AND FUNCTIONS SATISFACTORILY AND THAT TO THE REQUIREMENTS 1704.15.2.
  BEST OF HIS KNOWLEDGE AND BELIEF, THE SYSTEM WILL MEET CODE TEMPERATURE

MATERIALS, ASSEMBLIES, FORMS AND METHODS OF CONSTRUCTION

- CODE TEST METHOD: WHENEVER THE BUILDING CODE PRESCRIBES A METHOD OF TESTING, SUCH TESTS SHALL BE MADE UNDER THE SUPERVISION OF AN ARCHITECT OR AN ENGINEER: OR BY A TESTING SERVICE OR LABORATORY ACCEPTABLE TO THE COMMISSIONER.

INSPECTION DURING PROGRESS OF WORK

- THE COMMISSIONER MAY ACCEPT SIGNED STATEMENTS BY ARCHITECTS AND ENGINEERS AND SUPPORTING INSPECTIONS AND TEST REPORTS WITHOUT VERIFYING INSPECTION OR TEST BY DEPARTMENT INSPECTORS. PROVIDED NAMES AND ADDRESSES APPEAR IN WORK PERMIT APPLICATION FILED TEN DAYS PRIOR TO WORK COMMENCEMENT.

FINAL INSPECTION

- THE ARCHITECT, ENGINEER, OR OTHER PERSON WHO SUPERVISED OR SUPERINTENDED THE WORK IS REQUIRED TO BE PRESENT AT FINAL INSPECTION BY DEPARTMENT, BC109.5.

NOTE: ARCHITECT OR ENGINEER WILL BE DESIGNATED FOR EACH TYPE OF CONTROLLED INSPECTION BY THE OWNER.

LIST OF DRAWINGS

ARCHITECTURAL		
1.	A-101.00	GENERAL NOTES
2.	A-102.00	BUILDING CODES ANALYSIS,
3.	Z-103.00	ZONING ANALYSIS, PLOT PLAN
4.	Z-104.00	ZONING AREA DIAGRAMS
5.	A-201.00	CELLAR FLOOR PLAN
6.	A-202.00	1st FLOOR PLAN
7.	A-203.00	2nd FLOOR PLAN
8.	A-204.00	3rd FLOOR & 4th FLOOR PLAN
9.	A-205.00	5th FLOOR PLAN
10.	A-206.00	ROOF & BULKHEAD ROOF PLAN
11.	A-301.00	ELEVATIONS
12.	A-302.00	ELEVATIONS
13.	A-401.00	BUILDING SECTION A-A
14.	A-402.00	BUILDING SECTION B-B
15.	A-403.00	WALL SECTION DETAILS
16.	A-501.00	PARTITION DETAILS
17.	A-502.00	DOORS AND WINDOWS SCHEDULES
18.	A-601.00	ACCESSIBLE TOILET DETAILS AND ELEVATOR
19.	A-602.00	HANDICAPPED ADAPTABLE DETAILS
20.	A-701.00	REFLECTED CEILING PLAN
21.	A-702.00	REFLECTED CEILING PLAN
22.	EN-101.00	COMCHECK
23.	EN-102.00	PROGRESS INSPECTION ITEMS
24.	EN-103.00	LIGHTING AND NOTES



Albin Mathew
APPROVED
Date: 05/05/2022

CLIENT:

73 M&C REALTY LLC

42-45 77th STREET, ELMHURST, NY 11373

ARCHITECT:

TAN ARCHITECT P.C.
194-02 NORTHERN BLVD, SUITE# 205,
FLUSHING, NY 11358

(718) 224-1130/Tel
(718) 224-1137/Fax

STRUCTURE ENGINEER:

TIMES BUILDINGS ENGINEERING SERVICES

85-34 GRAND AVENUE , 2nd FLOOR
ELMHURST, NY 11373

(718) 502-9631/Tel

MEP ENGINEER:

HIDAMARI
Engineering Services, P.C.
33-70 Prince Street, Ste.# 702
Flushing, NY 11354
TEL (917) 915-6101
email: info@hidamaries.com

DATE:	REV.	DESCRIPTION:
5-2-22	3	RESUBMITTED TO DOB/APPROVAL
08-13-19	2	RESUBMITTED TO DOB/APPROVAL
05-20-18		RESUBMITTED TO DOB/APPROVAL
03-24-17		RESUBMITTED TO DOB/APPROVAL
02-17-17		RESUBMITTED TO DOB/OBJ
11-17-16		RESUBMITTED TO DOB/OBJ
7-27-16		RESUBMITTED TO DOB/ OBJ
6-10-16		RESUBMITTED TO DOB/ OBJ
11-12-15		RESUBMITTED TO DOB/ OBJ
10-5-15		RESUBMITTED TO DOB/ OBJ
9-14-15		RESUBMITTED TO DOB/ OBJ
8-17-15		SUBMITTED TO DOB/ FILING

PROJECT:

PROPOSED A 5-STORY RESIDENTIAL BUILDING WITH COMMUNITY FACILITY

73-02 WOODSIDE AVENUE,
WOODSIDE, NY 11377

DRAWING TITLE :

GENERAL NOTES

DATE: 8/8/2015	PROJECT #: 20150110
SEAL & SIGNATURE:	DRAWN BY: FD
	CHKD. BY: CT
	DRAWING #: A-101.03
	1 OF 24

BUILDING INFORMATION AND CODE REQUIREMENTS

OCCUPANCY GROUP: R-2
USE GROUP: 2A - APARTMENT RESIDENTIAL,
3A - AFTER SCHOOLS
4A - AMBULATORY TREATMENT HEALTHCARE FACILITY
CONSTRUCTION CLASSIFICATION: IIA, SPRINKLERS BUILDING UNLIMITED IN FLOOR AREA
AS PER TABLE 503 OF THE NEW YORK CITY BUILDING CODE

SPECIAL CONTROLLED INSPECTION ITEMS

STRUCTURAL STEEL-WELDING	BC 1704.3.1
STRUCTURAL STEEL-DETAILS	BC 1704.3.2
STRUCTURAL STEEL-HIGH STRENGTH BOLTING	BC 1704.3.3
STRUCTURAL COLD-FORM STEL	BC 1704.3.4
CONCRETE - CAST IN PLACE	BC 1704.4
MASONRY	BC 1704.5
SUBGRADE INSPECTION	BC 1704.7.1
SUBSURFACE INVESTIGATIONS (BORING/TEST PITS)	BC 1704.7.4
EXCAVATION - SHEETING, SHORING AND BRACING	BC 1704.20.2
SOIL PERCOLATION TEST -PRIVATE ON-SITE STORM WATER DRAINAGE DISPOSAL SYSTEMS, AND DETENTION FACILITIES	BC 1704.21.1.2
CONCRETE SAMPLING AND TESTING	BC 1905.6, BC 1913.10
CONCRETE DESIGN MIX	BC 1905.3, 1913.5
MECHANICAL SYSTEMS	BC 1704.16
SPRINKLER SYSTEMS	BC 1704.23
HEATING SYSTEMS	BC 1704.25
FIRE-RESISTANT PENETRATIONS AND JOINTS	BC 1704.27

PROGRESS INSPECTION ITEMS

FOOTING AND FOUNDATION	BC 110.3.1
ENERGY CODE COMPLIANCE INSPECTIONS (TR8)	BC 110.3.5
FIRE RESISTANCE RATED CONSTRUCTION	BC 110.3.4

TR-8 PROGRESS INSPECTIONS

	TABLE REFERENCE IN 1RCNY §5000-01(H) (2)
PROTECTION OF FOUNDATION INSULATION	(IIA1)
INSULATION PLACEMENT AND R VALUES	(IIA2)
FENESTRATION U-FACTOR AND PRODUCT RATING	(IIA3)
FENESTRATION AIR LEAKAGE	(IIA4)
FENESTRATION AREAS	(IIA5)
AIR SEALING AND INSULATION - VISUAL	(IIA6)
VESTIBULES	(IIA9)
SHUTOFF DAMPERS	(IIB2)
HVAC AND SERVICE WATER HEATING EQUIPMENT	(IIB3)
HVAC AND SERVICE WATER HEATING SYSTEM CONTROLS	(IIB4)
HVAC INSULATION AND SEALING	(IIB5)
ELECTRICAL ENERGY CONSUMPTION	(IIC1)
LIGHTING IN DWELLING UNITS	(IIC2)
INTERIOR LIGHTING POWER	(IIC3)
EXTERIOR LIGHTING POWER	(IIC4)
LIGHTING CONTROLS	(IIC5)
EXIT SIGNS	(IIC6)
MAINTENANCE INFORMATION	(IID1)

THE FOLLOWING WORK ARE FILED UNDER SEPARATE APPLICATION:

1. BUILDERS PAVEMENT PLAN FILED UNDER SEPARATE APPLICATION DOT REF # 421215205
2. SPRINKLER FILED UNDER THIS APPLICATION #421203655
3. SITE CONNECTION (SD 1 & 2) PLAN TO BE FILED UNDER SEPARATE APPLICATION # 33-7302 WOODSIDE AVENUE
4. STRUCTURE IS FILED UNDER THIS APPLICATION # 421203655
5. FIRE ALARM FILED SEPARATE APPLICATION

NOTE:
GENERAL ADMINISTRATIVE PROVISIONS CHAPTER 1 OF THE 2014 BUILDING CODE --- ASBESTOS CERTIFICATION REQUIRED.
THERE IS NO ASBESTOS INVOLVED IN THIS APPLICATION, IT IS A NEW BUILDING APPLICATION.

CHAPTER 9
903.2.8 GROUP R AN AUTOMATIC SPRINKLER SYSTEM SHALL BE INSTALLED IN GROUP R FIRE AREAS. AN AUTOMATIC SPRINKLER SYSTEM SHALL BE INSTALLED THROUGHOUT BUILDINGS WITH A MAIN USE OR DOMINANT OCCUPANCY OF GROUP R.

NYCECC COMPLIANCE STATEMENT

TO THE BEST OF MY KNOWLEDGE, BELIEF AND PROFESSIONAL JUDGEMENT, THESE PLANS AND SPECIFICATIONS ARE COMPLIANCE WITH THE NEW YORK CITY ENERGY CONSERVATION CODE OF 2014, USING CHAPTER C4.

BUILDING CODE ANALYSIS

TABLE 1016.1
EXIT ACCESS TRAVEL DISTANCE[a]

OCCUPANCY	WITHOUT SPRINKLER SYSTEM (FEET)	WITH SPRINKLER SYSTEM (FEET)
A	SEE SECTION 1028.7	
E, F-1, M, R, S-1	150	200[b]
B	200	300[c]
F-2, S-2, U	200	250[b]
H-1	NOT PERMITTED	75[c]
H-2	NOT PERMITTED	100[c]
H-3	NOT PERMITTED	150[c]
H-4	NOT PERMITTED	175[c]
H-5	NOT PERMITTED	200[c]
I-1, I-2, I-3, I-4	150	200[c]

For SI: 1 foot = 304.8 mm.
a. See the following sections for modifications to exit access travel distance requirements:
Section 402.4: For the distance limitation in malls.
Section 404.9: For the distance limitation through an atrium space.
Section 407.4: For the distance limitation in Group I-2.
Sections 408.6.1 and 408.8.1: For the distance limitations in Group I-3.
Section 411.4: For the distance limitation in special amusement buildings.
Sections 1014.2.2 through 1014.2.7: For the distance limitation in Group I-2 hospital suites.
Section 1015.4: For the distance limitation in refrigeration machinery rooms.
Section 1015.5: For the distance limitation in refrigerated rooms and spaces.
Section 1021.2: For buildings with one exit.
Section 1028.7: For increased limitation in assembly seating.
Section 1028.7: For increased limitation for assembly open-air seating.
Section 3103.4: For temporary structures. Section 3104.9: For pedestrian walkways
b. Buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2. See Section 903 for occupancies where sprinkler systems according to Section 903.3.1.2 are permitted.
c. Buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.

TABLE 1018.1.2
PUBLIC CORRIDOR FIRE-RESISTANCE RATING

OCCUPANCY	REQUIRED FIRE-RESISTANCE RATING (hour)
H-1, H-2, H-3	2
H-4, H-5	1
A, E, F, M, S, U	1
B	1[a]
R (Noncombustible)	1
R (Combustible)	2[b]
I-1, I-2, I-3, I-4	1

a. Public corridors need not be fire rated in high-rise buildings in Occupancy Group B equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1, where such building is provided with smokeproof enclosures in stairways in accordance with Section 403.5.4.
b. Public corridors in buildings not exceeding two stories in height, or that are three stories in height and occupied by not more than one family on each story, may be constructed with 1-hour fire-resistance rating.

1005.1 MINIMUM REQUIRED EGRESS WIDTH: THE MEANS OF EGRESS WIDTH SHALL NOT BE LESS THAN THAT REQUIRED BY THIS SECTION. THE TOTAL WIDTH OF MEANS OF EGRESS IN INCHES (MM) SHALL NOT BE LESS THAN THE TOTAL OCCUPANT LOAD SERVED BY THE MEANS OF EGRESS MULTIPLIED BY 0.3 INCHES (7.62 MM) PER OCCUPANT FOR STAIRWAYS AND BY 0.2 INCHES (5.08 MM) PER OCCUPANT FOR OTHER EGRESS COMPONENTS. THE WIDTH SHALL NOT BE LESS THAN SPECIFIED ELSEWHERE IN THIS CODE. MULTIPLE MEANS OF EGRESS SHALL BE SIZED SUCH THAT THE LOSS OF ANY ONE MEANS OF EGRESS SHALL NOT REDUCE THE AVAILABLE CAPACITY TO LESS THAN 50 PERCENT OF THE REQUIRED CAPACITY. THE MAXIMUM CAPACITY REQUIRED FROM ANY STORY OF A BUILDING SHALL BE MAINTAINED TO THE TERMINATION OF THE MEANS OF EGRESS.

TABLE 1018.1.1
INTERIOR CORRIDOR FIRE-RESISTANCE RATING

OCCUPANCY	OCCUPANT LOAD SERVED BY INTERIOR CORRIDOR	REQUIRED FIRE-RESISTANCE RATING (hours)	
		Without sprinkler system	With sprinkler system[c]
H-1, H-2, H-3	All	Not Permitted	1
H-4, H-5	Greater than 30	Not Permitted	1
A, B, E, F, M, S, U	Greater than 30	1	0
R	Greater than 10	1[d]	0
I-2[a], I-4	All	Not Permitted	0
I-1, I-3	All	Not Permitted	1[b]

a. For requirements for occupancies in Group I-2, see Section 407.2 and 407.3.
b. For a reduction in the fire-resistance rating for occupancies in Group I-3, see Section 408.8.
c. Buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2 where allowed.
d. Interior corridors within dwelling or sleeping units in Group R occupancies pursuant to Section 1018.1.1, Exception 2 shall not require fire-resistance rating.

I-Ju Chen, R.A.
MAR 2 [illegible] 2017
EXAMINED FOR ZONING EGRESS AND FIRE PREVENTION ONLY AS PER DIR. 2/75

CLIENT:
73 M&C REALTY LLC
42-45 77th STREET, ELMHURST, NY 11373

ARCHITECT:
TAN ARCHITECT P.C.
194-02 NORTHERN BLVD, SUITE# 205,
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STRUCTURE ENGINEER:
TIMES BUILDINGS ENGINEERING SERVICES
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HIDAMARI
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DEPT BLDGS Job No. 421203655
Scan Code ES1556247135

DATE:	REV.	DESCRIPTION:
02-17-17		RESUBMITTED TO DOB/APPROVAL
11-17-16		RESUBMITTED TO DOB/OBJ
7-27-16		RESUBMITTED TO DOB/ OBJ
6-10-16		RESUBMITTED TO DOB/ OBJ
11-12-15		RESUBMITTED TO DOB/ OBJ
10-5-15		RESUBMITTED TO DOB/ OBJ
9-14-15		RESUBMITTED TO DOB/ OBJ
8-17-15		SUBMITTED TO DOB/ FILING

PROJECT:
PROPOSED A 5-STORY RESIDENTIAL BUILDING WITH COMMUNITY FACILITY
73-02 WOODSIDE AVENUE, WOODSIDE, NY 11377

DRAWING TITLE :
BUILDING CODES ANALYSIS CONSTRUCTION CLASSIFICATION

DATE: 8/8/2015
PROJECT #: 20150116
SEAL & SIGNATURE: REGISTERED ARCHITECT CHUNG HWA CHEN STATE OF NEW YORK 034378
DRAWN BY: FD
CHKD. BY: CT
DRAWING #: A-102.00
2 OF 24

ZONING ANALYSIS

PROPOSED ONE ZONING LOT, 1 TAX LOT
ZONING DISTRICT : R6B & R5
ZONING MAP : 9d
BLOCK # : 1353
LOT # : 26
HOUSE # : 73-02
LOT AREA : 13,648.2 SQ-FT PER SURVEY BY ROSUSKI SURVEYING
OCCUPANCY GROUP : R2, B & E
CONSTRUCTION CLASSIFICATION : IIA
*QUALITY HOUSING PROGRAM APPLIED ON THIS PROJECT

THIS LOT CONTAINING 2 ZONING DISTRICTS, SEE LOT AREA DIAGRAM ON THIS DWG. FOR MORE INFORMATION
LOT AREA IN R6B = 11,073.2 SF. (81.13%)
LOT AREA IN R5 = 2,575.00 SF. (18.86%)

ZR 77-00 SPECIAL PROVISIONS FOR ZONING LOTS DIVIDED BY DISTRICT BOUNDARIES.
ZR 77-01 THE PROVISIONS OF THIS CHAPTER SHALL APPLY WHENEVER ANY ZONING LOT IS LOCATED IN TWO OR MORE DISTRICTS IN WHICH DIFFERENT USES ARE PERMITTED.
ZR 77-02 ZONING LOT DIVIDED BY BOUNDARY BETWEEN TWO OR MORE DISTRICTS AND SUCH ZONING LOT DID NOT EXIST ON DECEMBER 15, 1961, EACH PORTION OF SUCH ZONING LOT SHALL BE REGULATED BY ALL THE PROVISIONS APPLICABLE TO THE DISTRICT IN WHICH SUCH PORTION OF THE ZONING LOT IS LOCATED. HOWEVER, THE PROVISIONS OF PARAGRAPH (a) OF SECTION 77-22 AND SECTION 77-40 SHALL APPLIED.

ZR 77-22 FLOOR AREA RATIO
THE MAXIMM FLOOR AREA RATIO PERMITTED ON EACH PORTION OF SUCH ZONING LOT FOR THE APPLICABLE TYPE OF BUILDING OR BUILDING SUCH ZONING LOT SHALL BE DETERMINED UNDER THE APPLICABLE REGULATIONS OF ARTICLES II, III, IV. EACH SUCH FLOOR AREA RATIO SHALL BE MULTIPLIED BY THE PERCENTAGE OF THE ZONING LOT TO WHICH SUCH FLOOR AREA RATIO APPLIED.

I USE GROUPS

CELLAR :	SCHOOL, AMBULATORY DIAGNOSTIC, PARKING & UTILITIES	USE GROUP 3A, 4A, 2B
1ST FLOOR	RESIDENTIAL LOBBY & SCHOOL	USE GROUP 2B, 3A
2ND FLOOR :	RESIDENTIAL APARTMENT	USE GROUP 2A
3RD FLOOR :	RESIDENTIAL APARTMENT	USE GROUP 2A
4TH FLOOR :	RESIDENTIAL APARTMENT	USE GROUP 2A
5TH FLOOR :	RESIDENTIAL APARTMENT	USE GROUP 2A

II BULK REGULATION

ZR 24-01 GENERAL PROVISIONS
THE PORTIONS OF A BUILDING USED FOR RESIDENTIAL USE ARE SUBJECT TO THE BULK REGULATIONS SET FORTH IN ARTICLE II, CHAPTERS, AND THE PORTIONS OF A BUILDING USED FOR COMMUNITY FACILITY USE ARE SUBJECT TO THE BULK REGULATION SE FORTH IN ARTICLE III, CHAPTER 3.

TAX LOT 26	PROPOSED BLDG. GROSS FLOOR AREA (SQ. FT.)		DEDUCTIBLE ONLY FOR RESIDENTIAL FLOOR AREA (SQ. FT.)				PROPOSED TOTAL ZONING FLOOR AREA (SQ. FT.)		TOTAL GROSS BUILDING AREA (SQ. FT.)
	A		B				(A) - (B)		
FLOORS	COMMUNITY FACILITY	RESIDENTIAL	CHUTE	CORRIDOR 50%	PLUMBING CHASES	BICYCLE PARKING	COMMUNITY FACILITY	RESIDENTIAL	
CELLAR	5,504.91	7,866.83							13,258.82
1ST FL.	R5=(151.34 R6b=)545.62 TOTAL=2,671.26	3,231.24	12.00	227.00	40.00	151.00	2,671.21	2,801.24	5,908.55
2ND FLR.	0	6,030.00	12.00	118.28	105.00		0	5,736.12	6,030.00
3RD FLR.	0	6,030.00	12.00	118.28	105.00		0	5,736.12	6,030.00
4TH FLR.	0	6,030.00	12.00	118.28	105.00		0	5,736.12	6,030.00
5TH FLR.	0	4,707.34	12.00	126.24	61.00		0	4,520.21	4,707.34
ROOF		440.65						51.51	440.65
SUB TOTAL	8,261.25	34,138.11	60	888.08	432.85		2,671.26	24,564.92	
TOTAL AREA	42,405.36						27,242.18		42,405.36

COMMUNITY FACILITY ZONING FLOOR AREA = 2,671.26 S.F.
RESIDENTIAL ZONING FLOOR AREA = 24,564.92 S.F.
TOTAL ZONING FLOOR AREA FOR BOTH USES = 27,242.18 S.F.

FLOOR AREA CALCULATION OF BUILDING (SEE Z-104 FOR DETAILED CALCULATIONS)

23-153 MAX. F.A.R. FOR QUALITY HOUSING = 2.0 X 11,073.20 = 22,146.4 S.F.
PROPOSED FLOOR AREA = 24,564.92 S.F. > 22,146.4 S.F. (N.G.)

AS PER ZR 77-22(a) FOR QUALITY HOUSING IN R6, R7 AND R8 DISTRICTS OUTSIDE MANHATTAN CORE THE RESIDENTIAL FLOOR AREA RATIO OF THAT PORTION OF ZONING LOT FRONTING ON AND WITHIN 100 FT. OF A WIDE STREET AND PERMITTING THE GREATER MAX. PERMITTED RESIDENTIAL FLOOR AREA RATIO MAY EXCEEDED THE MAX. PERMITTED FLOOR AREA RATIO FOR THE PORTION OF ZONING LOT BY UP TO 20 PERCENT,

THEREFORE: 2.0 X 20% = 0.4
THEREFORE: 2.0 + 0.4 = 2.4 X 11,073.20 S.F. = 26,575.68 S.F. > PROPOSED = 24,564.92 S.F. (O.K.)
THEREFORE: PROPOSED = 24,564.92 S.F. / 11,073.20 S.F. = 2.2 < 2.4 (O.K.)

MAXIMUM FLOOR AREA RATIO FOR COMMUNITY FACILITY (ZR 24-11)

ZR 24-11 ZR 24-162 (a)(b)(c)(d)	MAX. ALLOWABLE FAR FOR COMMUNITY FA.	R6B 2.0 OR 1.0 IF THE FAR PROVIDED IN THE BLDG. EXCEED 2.5 2.0 X 13,648.2 X 81.13% = 22,145.57 S.F.
	MAX. ALLOWABLE FA FOR COMMUNITY FA.	R5 2.0 X 13,648.2 X 18.86% = 5,148.10 S.F. ADJUSTED MAX. F.A.R = 22,145.57 + 5,148.10 = 27,293.67 S.F. / 13,648.2 S.F. = 2.0

PROPOSED COMMUNITY FACILITY FLOOR AREA = 2,671.26 SF, IS LESS THAN 27,243.67 SF (O.K.)
2,671.26 / 13,648.2 SF = 0.19 F.A.R
0.19 F.A.R. IS LESSTHAN 2.0 F.A.R. COMPLIES

PROPOSED FLOOR AREA FOR BOTH USES ON ZONING LOT:
RESIDENTIAL = 24,564.92 + COMMUNITY FACILITY = 2,671.26 = 27,242.18 S.F.

MAX. PERMITTED FLOOR AREA FOR THE ZONING LOT
R6B = 2.0 X 11,073.20 = 22,146.4 S.F.
R5 = 2.0 X 2,575.00 = 5,150.00 S.F.
TOTAL MAX. PERMITTED = 27,296.4 S.F. > PROPOSED = 27,242.18 S.F. (O.K.)
TOTAL MAX. F.A.R. = 27,242.18 S.F. / 13,648.2 S.F. = 1.99 < 2.0 (O.K.)

23-153 MAX. RESIDENTIAL COVERAGE FOR QUALITY HOUSING = 60% X 11,073.20 = 6,643.92 S.F.
PROPOSED COVERAGE = 6,030.00 S.F. < MAX. COVERAGE = 6,643.92 S.F. (O.K.)
PROPOSED COVERAGE IN PERCENTAGE = 6,030.00 S.F. / 11,073.20 S.F. = 54.45% < 60% (O.K.)

MAXIMUM LOT COVERAGE FOR COMMUNITY FACILITY (ZR 24-11)

ZR 24-11	MAX. LOT COVERAGE FOR COMMUNITY FA.	R6B 60%
		60% X 11,073.2 S.F = 6,643.92 S.F.

PROPOSED COMMUNITY FACILITY LOT COVERAGE = 1,545.92 S.F.
1,545.92 S.F. < 6,643.92 S.F. (O.K.)
1,545.92/ 11,073.2 SF = 13.96%
13.96% < 60% COMPLIES

ZR 24-12 HEIGHT AND APPLICATION OF LOT COVERAGE
THE PORTION OF THE BUILDING CONTAINING A COMMUNITY FACILITY USES LOCATED AT ANY HEIGHT UP TO BUT NOT EXCEEDING 23 FT. ABOVE CURB LEVEL OR BASE PLANE MAY EXCLUDED IN DETERMINING THE PERCENTAGE OF LOT COVERAGE.
PERMITTED OBSTRUCTION IN REQUIRED YARD AS PER ZR 24-33(b)(3) SHALL NOT BE INCLUDED IN LOT COVERAGE

PROPOSED BUILDING ONE STORY AND 15 FT. HEIGHT, LOCATED ON R5 ZONE (O.K.)

ZR 23-22 MAXIMUM NUMBER OF DWELLING UNITS
FACTOR FOR R6B = 680
2.0 X 11,073.20 = 22,146.4 S.F. / 680 = 32.5 SAY 33 D.U. > 29 D.U. (O.K.)

ZR 23-30 LOT AREA AND LOT WIDTH REGULATIONS
REQ'D MIN. LOT SIZE = 1,700 SF
PROPOSED LOT SIZE = 13,648.2 S.F. (O.K.)

REQ'D MIN. LOT WIDTH = 18'
PROPOSED LOT WIDTH = 122.76' (O.K.)

ZR 23-40 YARD REGULATIONS

ZR 23-45 MIN. REQUIRED FRONT YARD
NON- REQUIRED FOR R6B
(REFER TO STREET WALL LOCATION SEE SECTIONS 23-661 BELOW)

ZR 23-464(b) MIN. REQUIRED SIDE YARDS NONE REQUIRED IN R6B
NONE- PROVIDED

ZR 23-47 MIN. REQUIRED REAR YARDS = 30'-0"
ZR 24-36 REAR YARD PROVIDED 61'-5"

ZR 23-51 SPECIAL PROVISION FOR YARDS ADJACENT TO R1 THROUGH R5
R6B DISTRICT THAT ARE ADJACENT TO ZONING LOT R1 THROUGH R5 A SIDE YARD AT LEAST 8 FT. WIDE SHALL BE PROVIDED ALONG ENTIRE LENGTH OF THE COMMON SIDE LOT LINE
8'-0" PROVIDED

ZR 23-60 HEIGHT AND SETBACK REGULATIONS
ZR 23-66 HEIGHT AND SETBACK REGULATIONS FOR QUALITY HOUSING BUILDINGS
ZR 23-661 (b)(i) STREET WALL LOCATION
ON ZONING LOT WITH AT LEAST 50 FT. OF FRONTAGE ALONG A STREET LINE, THE STREET WALL BE LOCATED NO CLOSER TO THE STREET LINE THAN THE STREET WALL OR PORTION THEREOF, OF AN EXISTING ADJ. BUILDING OR AN ADJOINING ZONING LOT LOCATED ON THE SAME STREET FRONTAGE

STREET WALL LOCATION ALIGN WITH AN EXISTING ADJACENT BUILDING (O.K)

ZR 23-662 MAX. HEIGHT AND SETBACK FOR BUILDING IN CONTEXTUAL DISTRICTS
(SEE DWG. Z-104 FOR SCHEMATIC ELEVATION DIAGRAM)

REQUIREMENT	PROPOSED
R6B	
MIN. BASE HEIGHT = 30	
MAX BASE HEIGHT = 40	BASE HEIGHT = 39'-4" (O.K.)
MAX BUILDING HEIGHT = 50	TOTAL BUILDING HEIGHT = 49'-5" (O.K.)

ZR 23-662(c) SETBACK REQUIREMENTS
(1) AT A HEIGHT NOT LOWER THAN THE MINIMUM BASE HEIGHT OR HIGHER THAN THE MAX. BASE HEIGHT, SETBACK WITH A DEPTH OF AT LEAST 10 FT. SHALL BE PROVIDED FROM ANY STREET WALL FRONTING ON A WIDE STREET
WOODSIDE AVENUE IS A WIDE STREET BY DEFINITIONS
PROPOSED 10' SETBACK ABOVE MAXIMUM BASE HEIGHT OTHER THAN DORMER (O.K.)

23-621 (a)(i) PERMITTED OBSTRUCTIONS
DORMERS SHALL BE ALLOWED AS PERMITTED OBSTRUCTION, PROVIDED THAT ON ANY STREET FRONTAGE, THE AGGREGATE WIDTH OF ALL DORMERS AT THE MAXIMUM BASE HEIGHT DOES NOT EXCEED 60% OF THE WIDTH OF THE STREET WALL OF THE HIGHEST STORY ENTIRELY BELOW THE MAXIMM BASE HEIGHT. FOR EACH FOOT ABOVE THE MAXIMUM BASE HEIGHT, AGGREGATE WIDTH OF ALL DORMERS SHALL BE DECREASED BY THE ONE PERCENT OF THE STREET WALL WIDTH OF THE HIGHEST STORY ENTIRELY BELOW THE MAXIMUM BASE HEIGHT.

WIDTH OF STREET WALL AT HIGHEST STORY BELOW MAX. BASE HEIGHT = 109'- 5"
PROPOSED HIGHEST POINT OF DORMER IS 4.67 ABOVE MAX. BASE HEIGHT
MAX. AGGREGATE WIDTH = 60% - 9.67% = 54.1%
MAX. DORMER WIDTH AT THE HIGHEST POINT = 54.1% X 109'-5" = 59'-2 5/8"
PROPOSED DORMER WIDTH AT THE HIGHEST POINT = 52'-3" < 59'-2 5/8" (O.K.)

ZR 25-25 REQUIREMENTS WHERE GROUP OF PARKING FACILITIES ARE PROVIDED
50 PERCENT OF NUMBER OF DWELLING REQUIRED

PROPOSED 29 D.U. X 50% = 14.5 = 15 SPACES REQUIRED
23 SPACES PROVIDED (INCLUDNS 1 HANDICAPPED PARKING)

ZR 25-31 FOR SCHOOLS FACILITY, USE GROUP 5
R5, R6 DISTRICTS (NONE REQUIRED)

FOR AMBULATORY DIAGNOSTIC OR HEALTH CARE FACILITIES USE GROUP 4
R6B DISTRICT REQUIRED 1 PER 300 S.F.
TOTAL GROSS AREA OF TREATMENT HEALTHCARE FACILITY = 2,758.28 S.F.
PARKING SPACES REQUIRED = 2,758.28 S.F. / 300 = 9.4 SAY 9 SPACES

ZR 25-33 WAIVER REQUIREMENT FOR SPACES BELOW MINIMUM NUMBER
IF THE TOTAL NUMBER OF ACCESSORY OFF ST. PARKING SPACES REQ'D. FOR ALL SUCH USES IS LESS THAN THE NUMBER OF SPACES BELOW FOR R6 = 25 SPACES

PARKING REQUIRED = 9 SPACES
PARKING REQUIRED FOR ALL USES ON ZONING LOT = 15 (RES.) + 3 (AMBULATORY) = 18
PARKING WAIVER = 25 > 18
AMBULATORY PARKING PROVIDED = NONE

ZR 25-80 BICYCLE PARKING

RESIDENTIAL
REQUIRED 1 SPACE PER 2 DWELLING UNITS FOR USE GROUP 2
PROPOSED BUILDING HAVE 29 DWELLING UNIT, BICYCLE PARKING
REQUIRED = 29/2 = 15 SPACES
WAIVER 10 DWELLING UNITS OR LESS (NOT APPLY)
15 SPACES PROVIDED LOCATED ON THE FIRST FLR. (O.K.)

COMMUNITY FACILITY
REQUIRED 1 SPACES PER 10,000 SQ. FT. OF FLOOR AREA
PROPOSED COMMUNITY FACILITY FLOOR AREA = 8321.26 SQ. FT.
REQUIRED = 8,261.25 S.F. / 10,000 = 0.83 SPACE
WAIVER 3 SPACES OR LESS
PROVIDED: NONE (O.K.)

ZR 23-03 STREET TREE PLANTING AND PLANTING STRIP REQUIREMENTS
ZR 26-41 STREET TREE SHALL BE PLANTED FOR EVERY 25' OF STREET FRONTAGE.
PROPOSED STREET FRONTAGE = 122.61 FT
STREET TREE REQUIRED = 122.76' / 25' = 5 TREES REQUIRED
3 NEW TREE TO PLANTED BY PARKS DEPT. (PAID TO TREE FUNDS)
2 EXISTING TREE TO REMAIN

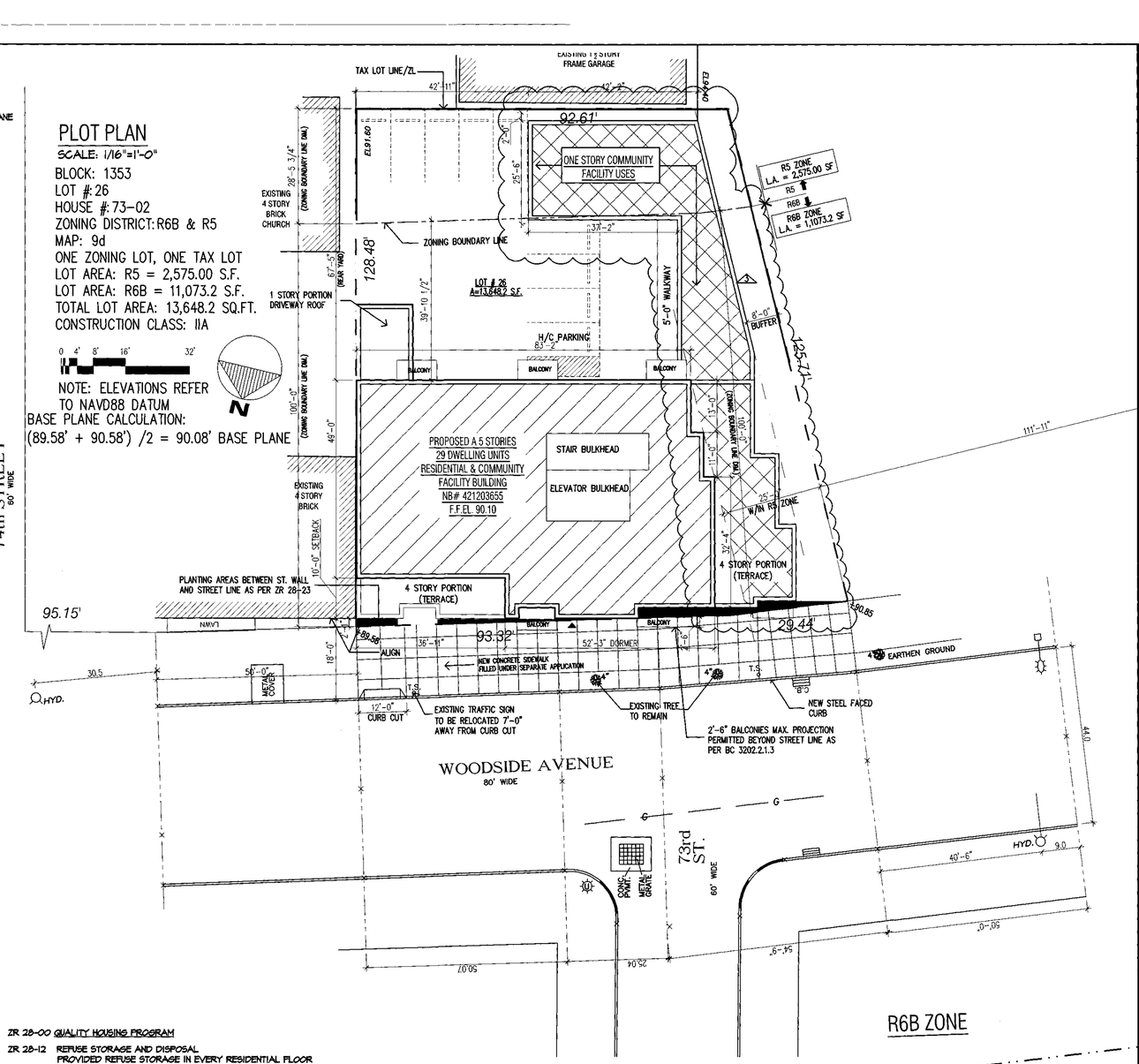
PLOT PLAN

SCALE: 1/16"=1'-0"
BLOCK: 1353
LOT #: 26
HOUSE #: 73-02
ZONING DISTRICT: R6B & R5
MAP: 9d
ONE ZONING LOT, ONE TAX LOT
LOT AREA: R5 = 2,575.00 S.F.
LOT AREA: R6B = 11,073.2 S.F.
TOTAL LOT AREA: 13,648.2 SQ.FT.
CONSTRUCTION CLASS: IIA

0 4' 8' 16' 32'

NOTE: ELEVATIONS REFER TO NAVD88 DATUM

BASE PLANE CALCULATION:
(89.58' + 90.58') /2 = 90.08' BASE PLANE



ZR 28-00 QUALITY HOUSING PROGRAM

ZR 28-12 REFUSE STORAGE AND DISPOSAL
PROVIDED REFUSE STORAGE IN EVERY RESIDENTIAL FLOOR
12 S.F EXCLUDED FROM FLOOR AREA

ZR 28-13 LAUNDRY FACILITIES PROVIDED AT CELLAR

ZR 28-14 DAYLIGHT IN CORRIDORS
50 PERCENT OF THE S.F. OF A CORRIDOR MAY BE EXCLUDED FROM THE DEFINITION OF FLOOR AREA IF A WINDOW WITH CLEAR, NON-TINTED, GLAZED AREA OF AT LEAST 20 S.F.
WINDOW NOT PROVIDED THEREFORE NO DEDUCTION TAKEN

ZR 28-21 REQUIRED RECREATION SPACES
REQ'D 5.3% OF RESIDENTIAL FL. AREA FOR RECREATION SPACE
REQ'D RECREATION SPACE = 5.3% X 26,028.65 = 858.94 S.F.

PROVIDED = 871.00 S.F. OUTDOOR LOCATED AT MAIN ROOF

ZR 28-22 STANDARDS FOR RECREATION SPACE
ALL RECREATION SPACE SHALL BE ACCESSIBLE TO THE RESIDENTS OF THE BUILDING IN MIXED USE BUILDING, THE RECREATION SPACE SHALL BE ACCESSIBLE ONLY FROM RESIDENTIAL. THE MIN. DIMENSION OF ANY RECREATION SPACE SHALL BE 15 FT. AND THE MIN. SIZE OF ANY OUTDOOR RECREATION SPACE SHALL BE 225 S.F. AND THE MIN. SIZE OF ANY INDOOR RECREATION SHALL BE 300 S.F. OUTDOOR RECREATION SPACE SHALL BE OPEN TO THE SKY. ANY INDOOR RECREATION ROOM LOCATED IN A STORY SHALL HAVE AT LEAST ONE EXTERIOR WALL WITH WINDOWS, OR CEILING WITH SKYLIGHT THAT MEASURES NOT LESS THAN 9.5 PERCENT OF THE TOTAL FLOOR SPACE OF THE ROOM.

ZR 28-23 PLANTING AREAS
THE AREA OF THE ZONING LOT BETWEEN THE STREET LINE AND ALL STREET WALLS OF THE BUILDING AND THEIR PROLONGATION SHALL BE PLANTED AT GROUND LEVEL.
PLANTING PROVIDED BETWEEN STREET LINE AND STREET WALL (COMPLIES)

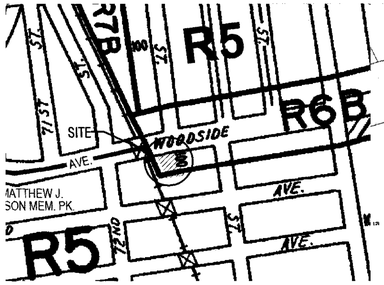
ZR 28-31 DENSITY PER CORRIDOR
FOR R6B DISTRICT, IF CORRIDOR SERVE NOT MORE THAN 11 UNITS 50% OF CORRIDOR AREA MAY BE DEDUCT FROM FL. AREA. PROPOSED NEW BUILDING EACH FL. HAS ONLY 7 UNITS MAX., 50% OF CORRIDOR AREA MAY BE EXCLUDED FROM FL. AREA (SEE DWG. Z-104 FOR DEDUCTION)

ZR 28-40 PARKING FOR QUALITY HOUSING
SEE ZR-25-00 FOR UDERLYING DISTRICT

ZR 28-43 LOCATION OF ACCESSORY PARKING
SHALL NOT BE PERMITTED BETWEEN THE STREET LINE AND STREET WALL OF A BUILDING AND ITS PROLONGATION

PARKING PROVIDE IN THE CELLAR AND FIRST FLOOR (O.K.)

ZONING MAP 9d



TAX MAP



CLIENT:
73 M&C REALTY LLC
42-45 77th STREET, ELMHURST, NY 11373

ARCHITECT:
TAN ARCHITECT P.C.
194-02 NORTHERN BLVD, SUITE# 205, FLUSHING, NY 11358
(718) 224-1130/Tel
(718) 224-1137/Fax

STRUCTURE ENGINEER:
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MEP ENGINEER:
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email: info@hidamaries.com

AMENDED APPLICATION

Muhammad Hasan, P.E.

MAY 31 2019

EXAMINED FOR ZONING, EGRESS AND FIRE PREVENTION ONLY AS PER DIR. 2/75

DEPT BLDGS Job No. 421203655
Scan Code ESHS8899057

DATE:	REV.	DESCRIPTION:
05/08/19	3	RESUBMITTED TO DOB/APPROVAL
09-12-18	2	RESUBMITTED TO DOB/APPROVAL
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10-5-15		RESUBMITTED TO DOB/ OBJ
9-14-15		RESUBMITTED TO DOB/ OBJ
8-17-15		SUBMITTED TO DOB/ FILING

PROJECT:
PROPOSED A 5-STORY RESIDENTIAL BUILDING WITH COMMUNITY FACILITY

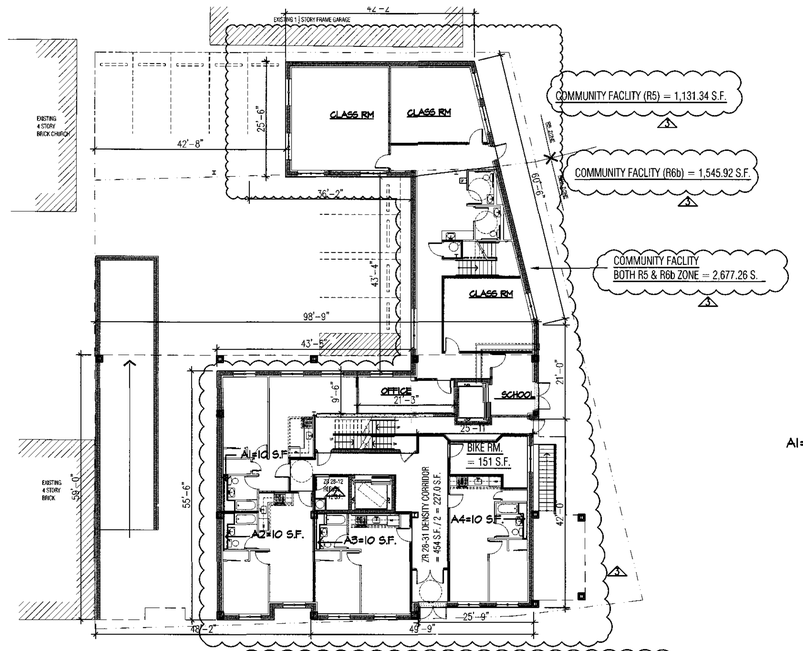
73-02 WOODSIDE AVENUE, WOODSIDE, NY 11377

DRAWING TITLE :
ZONING ANALYSIS
PLOT PLAN
ZONING MAP

DATE: 8/8/2015 | PROJECT #: 20150110
SEAL & SIGNATURE: | DRAWN BY: FD
CHKD. BY: CT
DRAWING #: Z-103.03

REGISTERED ARCHITECT CHUNG HWA TAN 026376 STATE OF NEW YORK

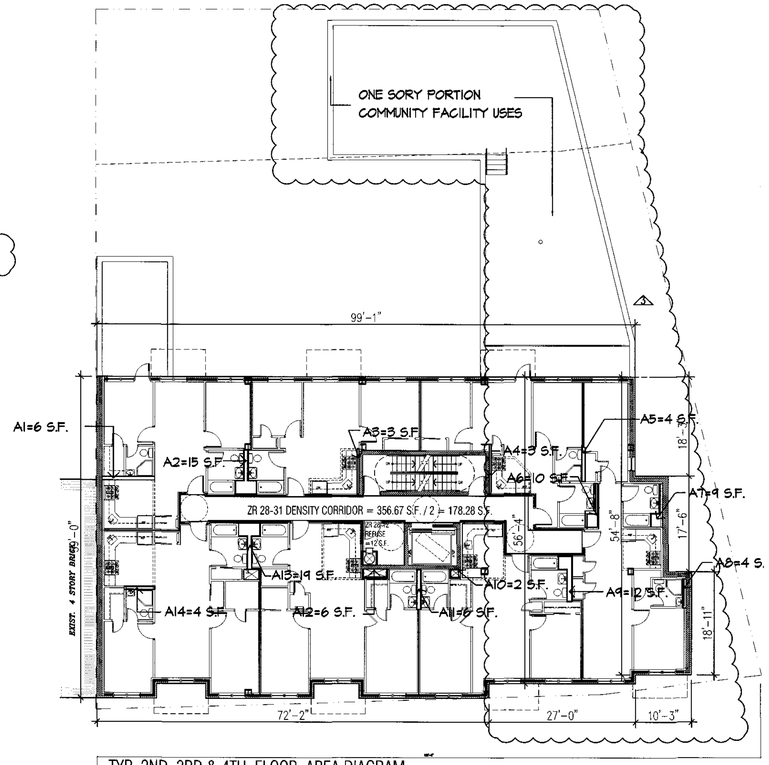
3 OF 24



1ST FLOOR AREA DIAGRAM

SCALE: NTS

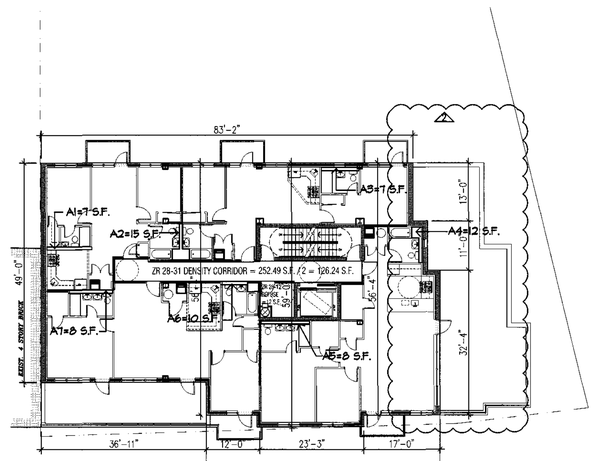
TOTAL 1ST FLOOR GROSS AREA = 5,908.55 S.F.
GROSS AREA FOR COMMUNITY FACILITY = 1,131.34 + 1,545.92 = 2,677.26 S.F.
GROSS AREA FOR RESIDENTIAL = 3,231.29 S.F.
DEDUCTIBLE AREA = DENSITY CORRIDOR = 227.0 S.F. + REFUSE = 12 S.F. + BIKE RM. = 151.0 S.F. = 390.0 S.F.
DEDUCTIBLE AREA = PLUMBING / MECH. CHASE WALL = A1=10 + A2=10 + A3=10 + A4=10 (TOTAL = 40.00 S.F.)
TOTAL DEDUCTIBLE AREA = 390.0 S.F. + 40.00 S.F. = 430.00 S.F.
ZONING FLOOR AREA FOR RESIDENTIAL = 3,231.29 SQ.FT. - 430.0 S.F. = 2,801.29 S.F.
COMBINED ZONING FLOOR AREA = 2,801.29 S.F. + 2,677.26 S.F. = 5,478.55 S.F.



TYP. 2ND, 3RD & 4TH FLOOR AREA DIAGRAM

SCALE: NTS

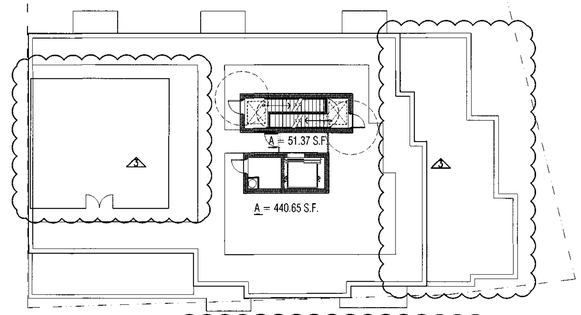
GROSS AREA = 6,030.00 SQ.FT.
DEDUCTIBLE AREA = DENSITY CORRIDOR = 178.28 S.F. + REFUSE = 12 S.F. = 190.28 S.F.
DEDUCTIBLE AREA = PLUMBING / MECH. CHASE WALL = A1=6 + A2=15 + A3=3 + A4=3 + A5= 4 + A6= 10 + A7=9 + A8=4 + A9=12 + A10=2 + A11=6 + A12 = 6 + A13= 19 + 14=4 (TOTAL =103.00 S.F.)
TOTAL DEDUCTIBLE AREA = 190.28 S.F. + 103.00 S.F. = 293.28 S.F.
ZONING FLOOR AREA = 6,030.00 SQ.FT. - 293.28 S.F. = 5,736.72 S.F.



5TH FLOOR AREA DIAGRAM

SCALE: NTS

GROSS AREA = 4,707.34 SQ.FT.
DEDUCTIBLE AREA = DENSITY CORRIDOR = 126.24 S.F. + REFUSE = 12 S.F. = 138.24 S.F.
DEDUCTIBLE AREA = PLUMBING / MECH. CHASE WALL = A1=7 + A2=15 + A3=7 + A4=12 + A5= 8 + A6=10 + A7=8 (TOTAL = 67 S.F.)
TOTAL DEDUCTIBLE AREA = 138.24 S.F. + 67 S.F. = 205.24 S.F.
ZONING FLOOR AREA = 4,707.34 SQ.FT. - 205.24 S.F. = 4,502.1 S.F.



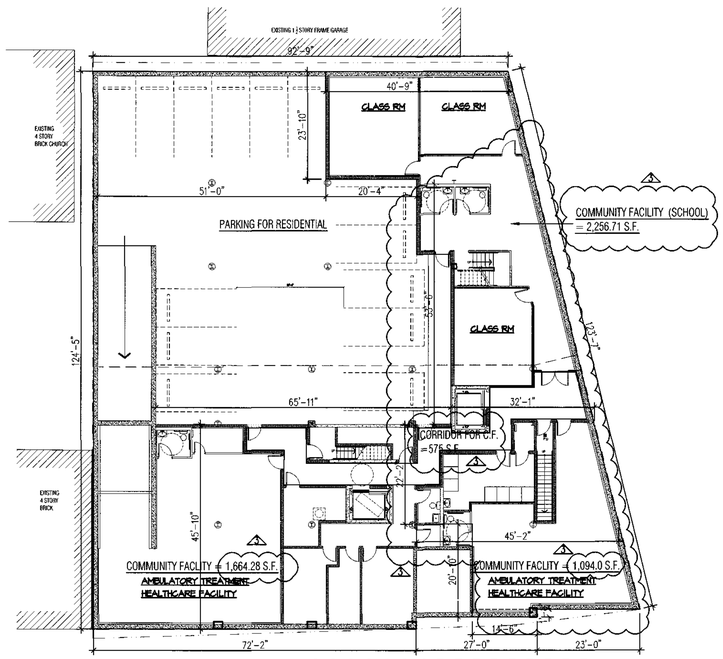
ROOF DIAGRAM

SCALE: NTS

ROOF AREA = 4,705.51 S.F. X 33⅓ PERCENT = 1,568.34 S.F.
ROOF TOP STRUCTURES = STAIR AND ELEVATOR BULKHEAD = 440.65 S.F.
ROOF TOP STRUCTURES = PARAPETS (296'-2" x 10") = 246.80 S.F.
ROOF TOP STRUCTURES = 687.45 S.F. TOTAL < 1,568.34 S.F.

BC 504.3 ROOF TOP STRUCTURES SHALL NOT BE INCLUDED IN THE BUILDING HGT. OF THE BUILDING OR ADDITIONAL STORY UNLESS AGGREGATE AREA OF SUCH STRUCTURE EXCEEDS 33⅓ PERCENT OF THE AREA OF THE ROOF.

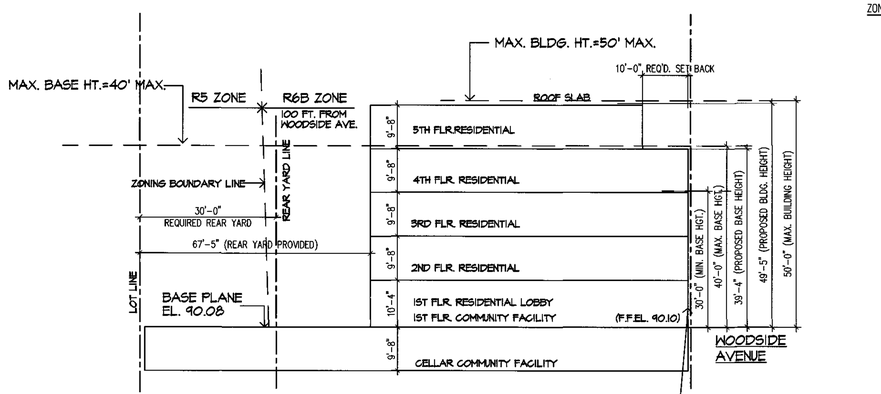
ZONING FLR. AREA = 51.37 S.F.



CELLAR AREA DIAGRAM

SCALE: NTS

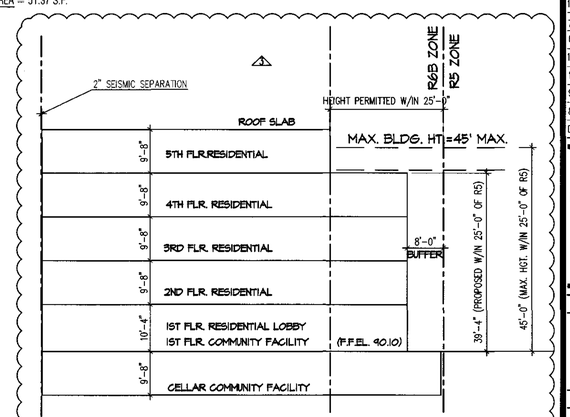
GROSS AREA = 13,258.825.F. (NOT COUNT AS FLOOR AREA)
RESIDENTIAL AREA = 7,668.83 S.F. (NOT COUNT AS FLR. AREA)
COMMUNITY FACILITY = 5,589.99 S.F. (NOT COUNT AS FLR. AREA)



HEIGHT AND SETBACK REGULATIONS

NOT TO SCALE Z.R. 23-662 AND TABLE I

BASE PLANE CALCULATION:
BASE ON GRADE ELEVATIONS AT FRONT PROPERTY LINE FROM ROGUSKI LAND SURVEYING. PC
AVG. GRADE EL. = (84.58 + 90.58) = 180.16 / 2 = 90.08
BASE PLANE = AVG. GRADE EL. = 90.08



HEIGHT AND SETBACK REGULATIONS

NOT TO SCALE Z.R. 23-693

BASE PLANE CALCULATION:
BASE ON GRADE ELEVATIONS AT FRONT PROPERTY LINE FROM ROGUSKI LAND SURVEYING. PC
AVG. GRADE EL. = (84.58 + 90.58) = 180.16 / 2 = 90.08
BASE PLANE = AVG. GRADE EL. = 90.08

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email: info@hidamaries.com

AMENDED APPLICATION

Muhammad Hasan, P.E.

MAY 31 2019

EXAMINED FOR ZONING, EGRESS AND FIRE PREVENTION ONLY, AS PER DR. 2/75

DEPT BLDGS Job No. 421203655
Scan Code ESHS3081727

DATE:	REV.	DESCRIPTION:
05/08/19	3	RESUBMITTED TO DOB/APPROVAL
09-12-18	2	RESUBMITTED TO DOB/APPROVAL
05-20-18		RESUBMITTED TO DOB/APPROVAL
03-24-17		RESUBMITTED TO DOB/APPROVAL
02-17-17		RESUBMITTED TO DOB/OBJ
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10-5-15		RESUBMITTED TO DOB/ OBJ
9-14-15		RESUBMITTED TO DOB/ OBJ
8-17-15		SUBMITTED TO DOB/ FILING

PROJECT:

PROPOSED A 5-STORY RESIDENTIAL BUILDING WITH COMMUNITY FACILITY

73-02 WOODSIDE AVENUE, WOODSIDE, NY 11377

DRAWING TITLE :

ZONING AREA DIAGRAM

DATE: 8/8/2015

PROJECT #: 20150110

SEAL & SIGNATURE:

REGISTERED ARCHITECT FAZLAY KHAN 026578 STATE OF NEW YORK

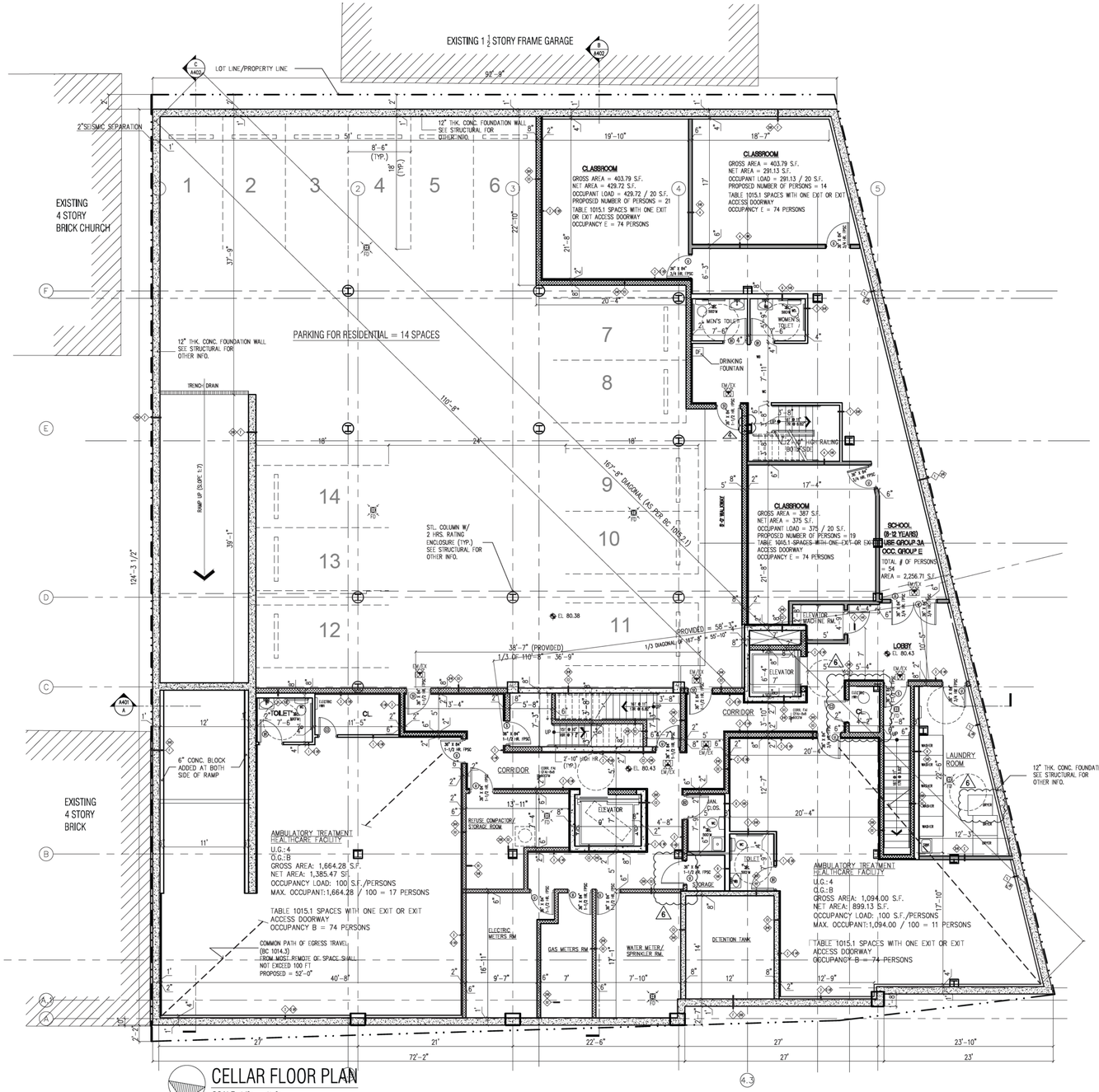
DRAWN BY: FD

CHKD. BY: CT

DRAWING #:

Z-104.03

DEPT OF BLDGS 421203655 Job Number
ES925840282 Scan Code



CELLAR FLOOR PLAN
SCALE: 1/8" = 1'-0"

CONSTRUCTION LEGEND

- ELEVATION OR SECTION NUMBER / DRAWING NUMBER
- DETAIL PLAN OR DETAIL NUMBER / DRAWING NUMBER
- REINF. POURED CONCRETE WALL – SEE PLAN FOR THICKNESS
- CONCRETE BLOCK WALL – SEE PLAN FOR THICKNESS
- PARTITION TYPE – SEE PARTITION SCHEDULE A-501
- 2 HR. FIRE RATED PARTITION
- DOOR NUMBER – SEE DOOR SCHEDULE ON SHEET A-601 FOR HARDWARE, TYPE & SIZE
- WINDOW TYPE – SEE SCHEDULE ON SHEET A-601 FOR SPECS
- INDICATE SMOKE DETECTOR AND CARBON MONOXIDE DETECTOR
- EXIT LIGHT
- EMERGENCY LIGHT
- INDICATE EMERGENCY LIGHT WITH EXIT SIGN
- INDICATE EMERGENCY LIGHT WITH EXIT SIGN (WITH DIRECTION)

CARBON MONOXIDE DETECTORS AND SMOKE ALARMS NOTE:

- 2014 CODE SECT. 907.2.11 "HARDWIRED CARBON MONOXIDE DETECTORS SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 908.7.1.1. OUTSIDE OF ANY ROOM USED FOR SLEEPING PURPOSES, WITHIN FIFTEEN FEET OF THE ENTRANCE TO SUCH ROOM AND IN ANY ROOM USED FOR SLEEPING PURPOSES. THE SMOKE ALARMS SYSTEM IS TO BE INSTALLED THE SAME AS THE CARBON MONOXIDE DETECTORS."

SPRINKLER NOTES

- THE BUILDING IS FULLY SPRINKLERED AND FILED UNDER THIS APPLICATION.

ENERGY CODE NYCECC NOTES:

- TO THE BEST OF MY KNOWLEDGE, BELIEF AND PROFESSIONAL JUDGEMENT, THIS APPLICATION IS IN COMPLIANCE WITH THE NEW YORK CITY ENERGY CONSERVATION CODE OF 2014 USING CHAPTER C4

C303.2.1 PROTECTION OF EXPOSED FOUNDATION INSULATION

- INSULATION APPLIED TO THE PERIMETER OF SLAB-ON-GRADE FLOORS TO HAVE A RIGID, OPAQUE AND WEATHER-RESISTANT PROTECTIVE COVERING TO PREVENT THE DEGRADATION OF THE INSULATION'S THERMAL PERFORMANCE. THE PROTECTIVE COVERING SHALL COVER THE EXPOSED EXTERIOR INSULATION AND EXTEND A MINIMUM OF 6 INCHES (153 MM) BELOW GRADE.

CLIENT:
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42-45 77th STREET, ELMHURST, NY 11373

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DATE:	REV.	DESCRIPTION:
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08/22/19	5	RESUBMITTED TO DOB/APPROVAL
08/14/19	4	RESUBMITTED TO DOB/APPROVAL
05/08/19	3	RESUBMITTED TO DOB/APPROVAL
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8-17-15		SUBMITTED TO DOB/ FILING

PROJECT:
PROPOSED A 5-STORY RESIDENTIAL BUILDING WITH COMMUNITY FACILITY
73-02 WOODSIDE AVENUE, WOODSIDE, NY 11377

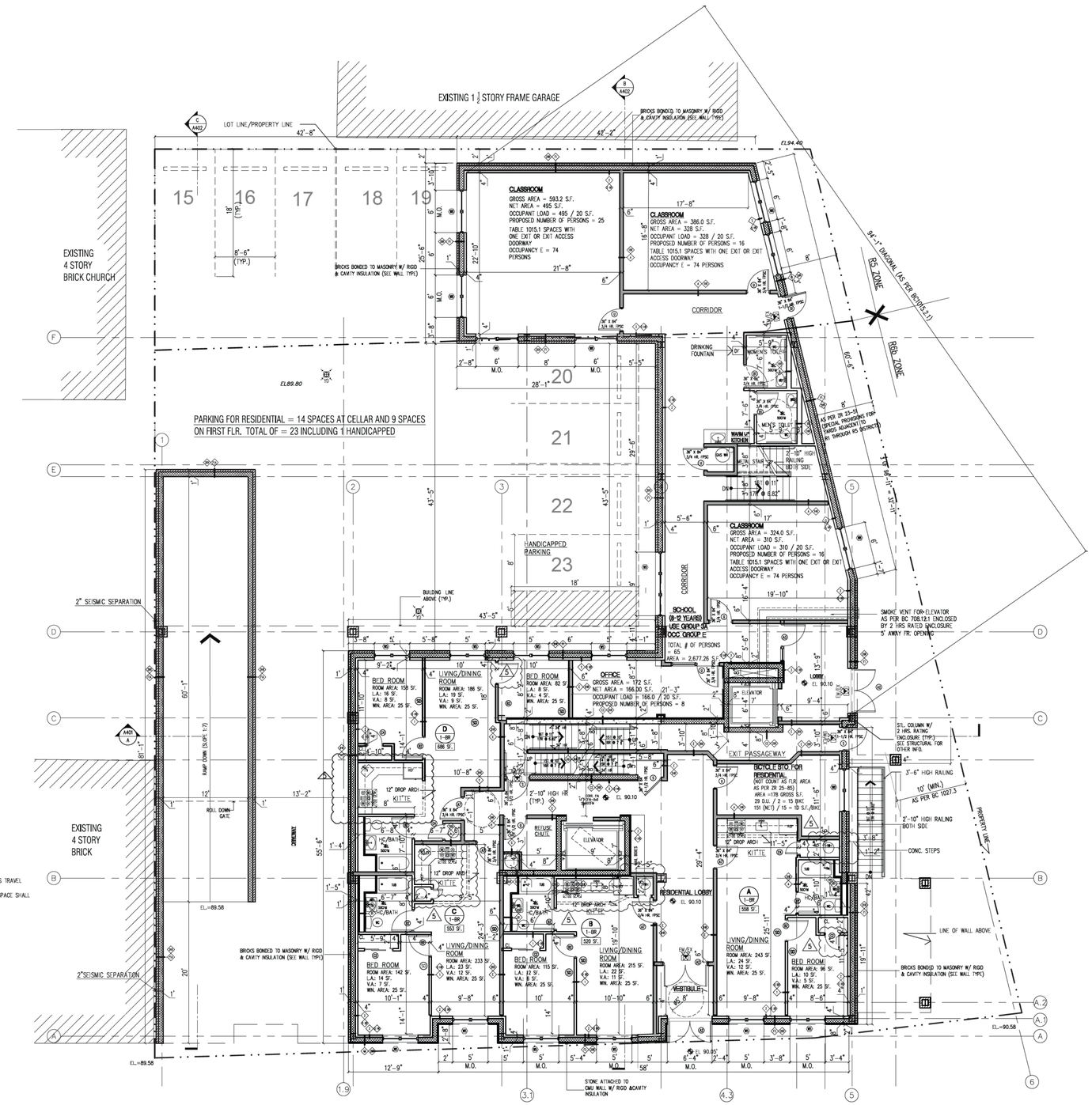
DRAWING TITLE :
CELLAR FLOOR PLAN
CONSTRUCTION LEGEND

DATE: 8/8/2015 | PROJECT #: 20150110
SEAL & SIGNATURE: | DRAWN BY: FD | CHKD. BY: CT
DRAWING #: A-201.06
5 OF 24

NYC Building
Albin Mathew
APPROVED
Date: 05/05/2022

CONSTRUCTION LEGEND

- 0 / A0.0 — ELEVATION OR SECTION NUMBER / DRAWING NUMBER
- 0 / A0.0 — DETAIL PLAN OR DETAIL NUMBER / DRAWING NUMBER
- REINF. POURED CONCRETE WALL – SEE PLAN FOR THICKNESS
- CONCRETE BLOCK WALL – SEE PLAN FOR THICKNESS
- 0 — PARTITION TYPE – SEE PARTITION SCHEDULE A-501
- 2 HR FIRE RATED PARTITION
- 00 — DOOR NUMBER – SEE DOOR SCHEDULE ON SHEET A-601 FOR HARDWARE, TYPE & SIZE
- WD — WINDOW TYPE – SEE SCHEDULE ON SHEET A-601 FOR SPECS
- SD — INDICATE SMOKE DETECTOR AND CARBON MONOXIDE DETECTOR
- EXIT LIGHT
- EM — EMERGENCY LIGHT
- EM/EX — INDICATE EMERGENCY LIGHT WITH EXIT SIGN
- EM/EX — INDICATE EMERGENCY LIGHT WITH EXIT SIGN (WITH DIRECTION)



FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

CARBON MONOXIDE DETECTORS AND SMOKE ALARMS NOTE:

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- TO THE BEST OF MY KNOWLEDGE, BELIEF AND PROFESSIONAL JUDGEMENT, THIS APPLICATION IS IN COMPLIANCE WITH THE NEW YORK CITY ENERGY CONSERVATION CODE OF 2014 USING CHAPTER C4

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Albin Mathew
APPROVED
Date: 05/05/2022

CLIENT:

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8-17-15		SUBMITTED TO DOB/ FILING

PROJECT:

PROPOSED A 5-STORY RESIDENTIAL BUILDING WITH COMMUNITY FACILITY

73-02 WOODSIDE AVENUE,
WOODSIDE, NY 11377

DRAWING TITLE :

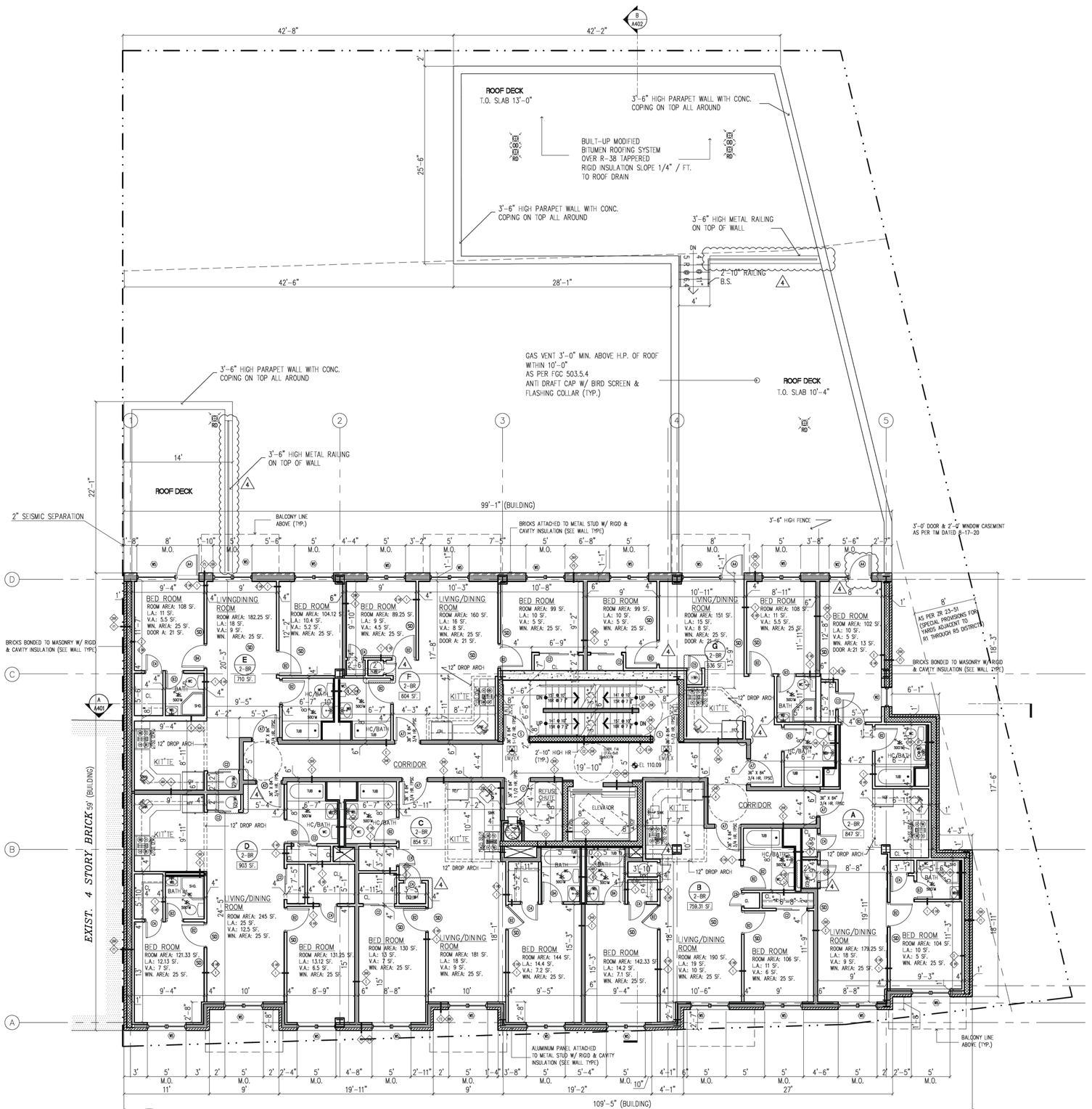
FIRST FLOOR PLAN CONSTRUCTION LEGEND

DATE: 8/8/2015	PROJECT #: 20150110
SEAL & SIGNATURE:	DRAWN BY: FD
	CHKD. BY: CT
	DRAWING #: A-202.05

DEPT OF BLDGS 421203655 Job Number
ES2743746066 Scan Code

CONSTRUCTION LEGEND

- 0 / A0.0 — ELEVATION OR SECTION NUMBER / DRAWING NUMBER
- 0 / A0.0 — DETAIL PLAN OR DETAIL NUMBER / DRAWING NUMBER
- REINF. POURED CONCRETE WALL – SEE PLAN FOR THICKNESS
- CONCRETE BLOCK WALL – SEE PLAN FOR THICKNESS
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- 2 HR FIRE RATED PARTITION
- DO — DOOR NUMBER – SEE DOOR SCHEDULE ON SHEET A-601 FOR HARDWARE, TYPE & SIZE
- WO — WINDOW TYPE – SEE SCHEDULE ON SHEET A-601 FOR SPECS
- SD — INDICATE SMOKE DETECTOR AND CARBON MONOXIDE DETECTOR
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- EM — EMERGENCY LIGHT
- EM/EX — INDICATE EMERGENCY LIGHT WITH EXIT SIGN
- EM/EX — INDICATE EMERGENCY LIGHT WITH EXIT SIGN (WITH DIRECTION)



SECOND FLOOR PLAN
SCALE: 3/16" = 1'-0"

CLIENT:

73 M&C REALTY LLC

42-45 77th STREET, ELMHURST, NY 11373

ARCHITECT:

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DATE:	REV.	DESCRIPTION:
5/2/22	4	RESUBMITTED TO DOB/APPROVAL
08/14/19	3	RESUBMITTED TO DOB/APPROVAL
05/08/19	2	RESUBMITTED TO DOB/APPROVAL
09-12-18	1	RESUBMITTED TO DOB/APPROVAL
05-20-18		RESUBMITTED TO DOB/APPROVAL
03-24-17		RESUBMITTED TO DOB/APPROVAL
02-17-17		RESUBMITTED TO DOB/OBJ
11-17-16		RESUBMITTED TO DOB/OBJ
7-27-16		RESUBMITTED TO DOB/ OBJ
6-10-16		RESUBMITTED TO DOB/ OBJ
11-12-15		RESUBMITTED TO DOB/ OBJ
10-5-15		RESUBMITTED TO DOB/ OBJ
9-14-15		RESUBMITTED TO DOB/ OBJ
8-17-15		SUBMITTED TO DOB/ FILING

PROJECT:

PROPOSED A 5-STORY RESIDENTIAL BUILDING WITH COMMUNITY FACILITY

73-02 WOODSIDE AVENUE,
WOODSIDE, NY 11377

DRAWING TITLE :

SECOND FLOOR PLAN CONSTRUCTION LEGEND

DATE: 8/8/2015
PROJECT #: 20150110
SEAL & SIGNATURE:
DRAWN BY: FD
CHKD. BY: CT
DRAWING #: A-203.04

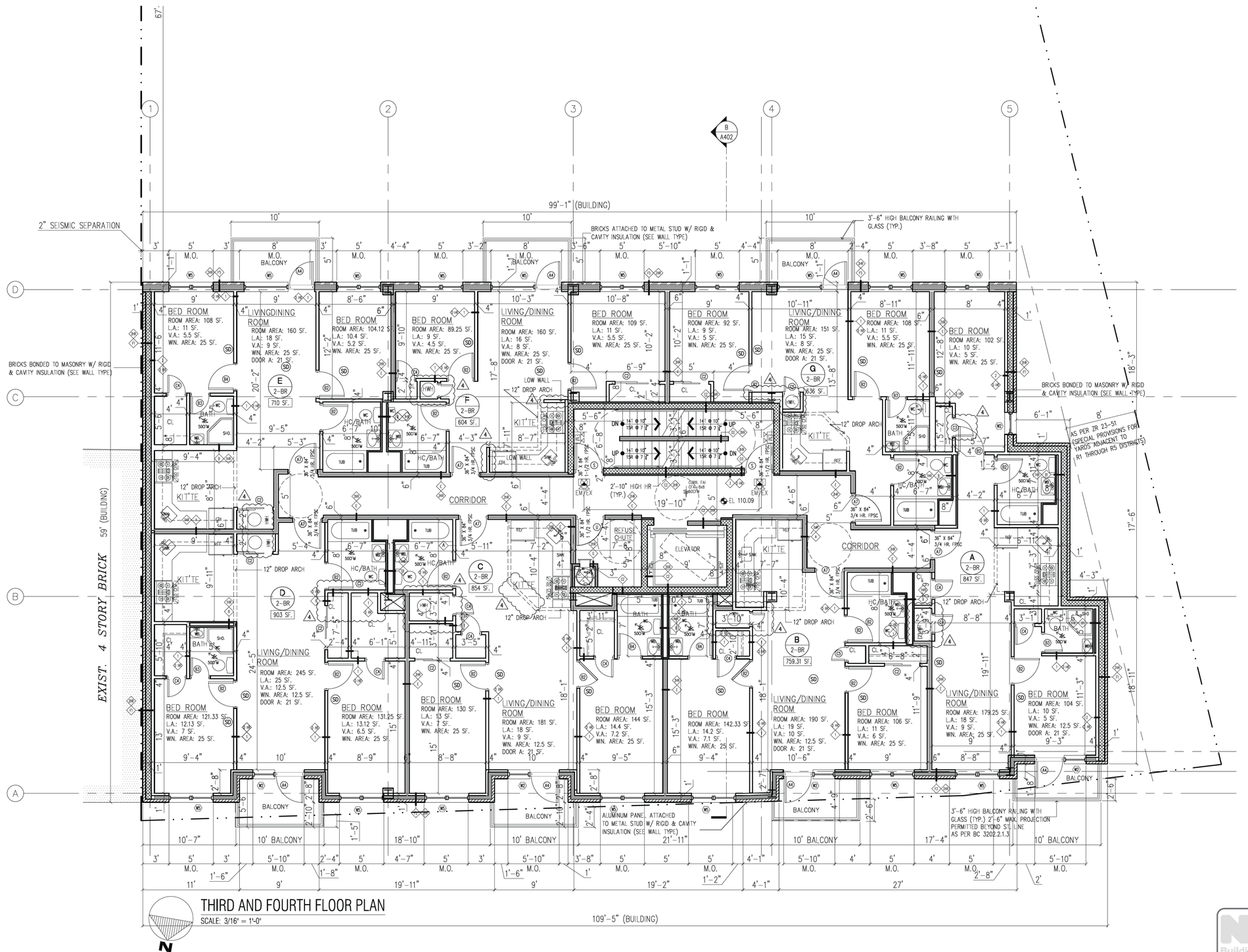
REGISTERED ARCHITECT — CHING HWA TAN — STATE OF NEW YORK

NYC Building — Albin Mathew APPROVED
Date: 05/05/2022

DEPT OF BLDGS 421203655 Job Number
ES975255275 Scan Code

CONSTRUCTION LEGEND

- ELEVATION OR SECTION NUMBER / DRAWING NUMBER
- DETAIL PLAN OR DETAIL NUMBER / DRAWING NUMBER
- REINF. POURED CONCRETE WALL – SEE PLAN FOR THICKNESS
- CONCRETE BLOCK WALL – SEE PLAN FOR THICKNESS
- PARTITION TYPE – SEE PARTITION SCHEDULE A-501
- 2 HR FIRE RATED PARTITION
- DOOR NUMBER – SEE DOOR SCHEDULE ON SHEET A-601 FOR HARDWARE, TYPE & SIZE
- WINDOW TYPE – SEE SCHEDULE ON SHEET A-601 FOR SPECS
- INDICATE SMOKE DETECTOR AND CARBON MONOXIDE DETECTOR
- EXIT LIGHT
- EMERGENCY LIGHT
- INDICATE EMERGENCY LIGHT WITH EXIT SIGN
- INDICATE EMERGENCY LIGHT WITH EXIT SIGN (WITH DIRECTION)



THIRD AND FOURTH FLOOR PLAN

SCALE: 3/16" = 1'-0"

N

CLIENT:

73 M&C REALTY LLC

42-45 77th STREET, ELMHURST, NY 11373

ARCHITECT:

TAN ARCHITECT P.C.
194-02 NORTHERN BLVD, SUITE# 205,
FLUSHING, NY 11358

(718) 224-1130/Tel
(718) 224-1137/Fax

STRUCTURE ENGINEER:

TIMES BUILDINGS ENGINEERING SERVICES

85-34 GRAND AVENUE , 2nd FLOOR
ELMHURST, NY 11373

(718) 502-9631/Tel

MEP ENGINEER:

HIDAMARI
Engineering Services, P.C.
33-70 Prince Street, Ste.# 702
Flushing, NY 11354
TEL (917) 915-6101
email: info@hidamaries.com

DATE:	REV.	DESCRIPTION:
5/2/22	4	RESUBMITTED TO DOB/APPROVAL
08/14/19	3	RESUBMITTED TO DOB/APPROVAL
05/08/19	2	RESUBMITTED TO DOB/APPROVAL
05-20-18		RESUBMITTED TO DOB/APPROVAL
03-24-17		RESUBMITTED TO DOB/APPROVAL
02-17-17		RESUBMITTED TO DOB/OBJ
11-17-16		RESUBMITTED TO DOB/OBJ
7-27-16		RESUBMITTED TO DOB/ OBJ
6-10-16		RESUBMITTED TO DOB/ OBJ
11-12-15		RESUBMITTED TO DOB/ OBJ
10-5-15		RESUBMITTED TO DOB/ OBJ
9-14-15		RESUBMITTED TO DOB/ OBJ
8-17-15		SUBMITTED TO DOB/ FILING

PROJECT:

PROPOSED A 5-STORY RESIDENTIAL BUILDING WITH COMMUNITY FACILITY

73-02 WOODSIDE AVENUE,
WOODSIDE, NY 11377

DRAWING TITLE :

THIRD AND FOURTH FLOOR PLAN
CONSTRUCTION LEGEND

DATE: 8/8/2015 | PROJECT #: 20150110
SEAL & SIGNATURE: | DRAWN BY: FD | CHKD. BY: CT
DRAWING #: A-204.04

8 OF 24

NYC Building
Albin Mathew
APPROVED
Date: 05/05/2022

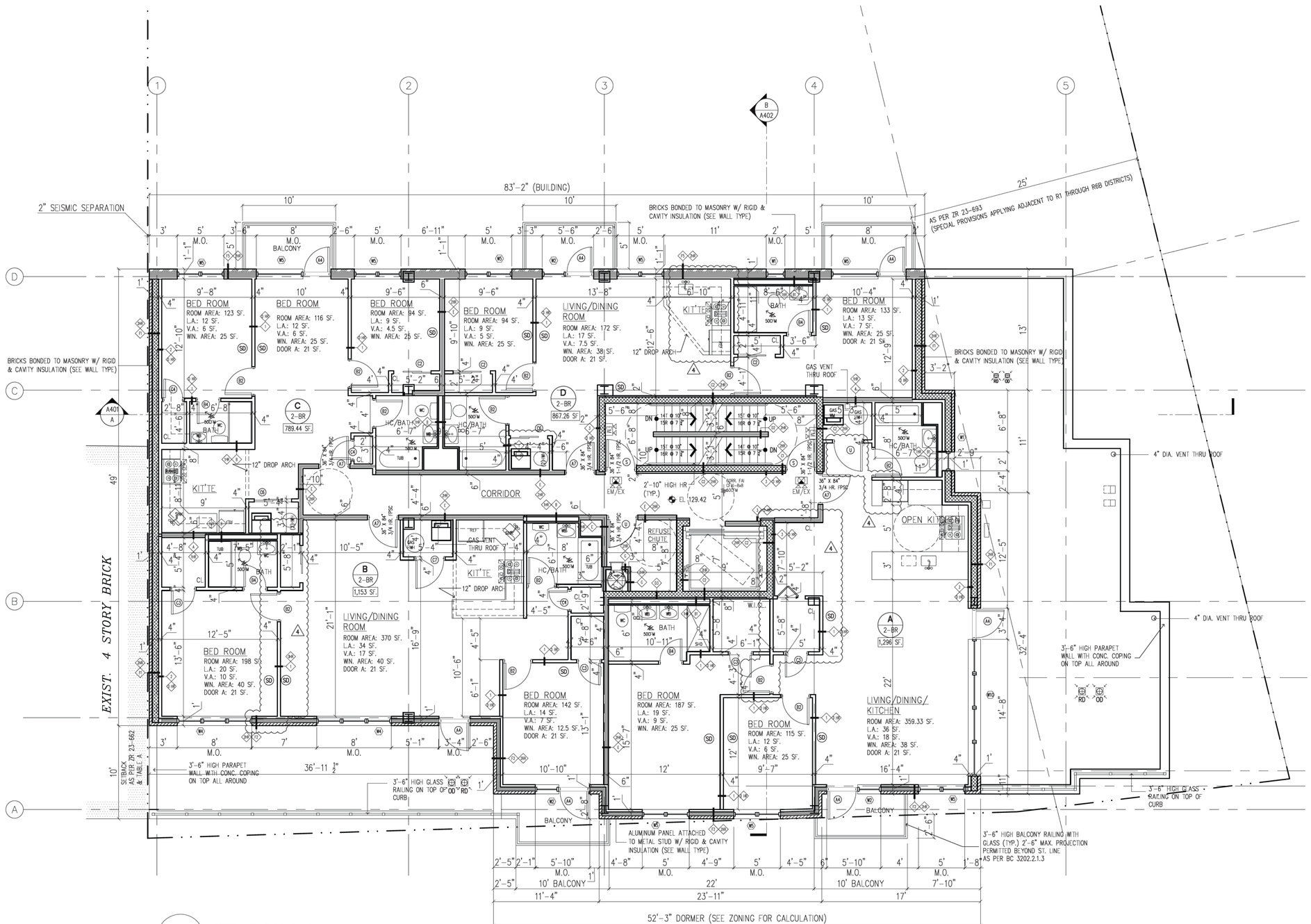
REGISTERED ARCHITECT ALBIN MATHEW 025378 STATE OF NEW YORK

DEPT OF BLDGS 421203655 Job Number

ES302288889 Scan Code

CONSTRUCTION LEGEND

- 0 / A0.0 — ELEVATION OR SECTION NUMBER / DRAWING NUMBER
- 0 / A0.0 — DETAIL PLAN OR DETAIL NUMBER / DRAWING NUMBER
- REINF. POURED CONCRETE WALL – SEE PLAN FOR THICKNESS
- CONCRETE BLOCK WALL – SEE PLAN FOR THICKNESS
- 0 — PARTITION TYPE – SEE PARTITION SCHEDULE A-501
- 2 HR FIRE RATED PARTITION
- OO — DOOR NUMBER – SEE DOOR SCHEDULE ON SHEET A-601 FOR HARDWARE, TYPE & SIZE
- WO — WINDOW TYPE – SEE SCHEDULE ON SHEET A-601 FOR SPECS
- SD — INDICATE SMOKE DETECTOR AND CARBON MONOXIDE DETECTOR
- EXIT LIGHT
- EM — EMERGENCY LIGHT
- EM/EX — INDICATE EMERGENCY LIGHT WITH EXIT SIGN
- EM/EX — INDICATE EMERGENCY LIGHT WITH EXIT SIGN (WITH DIRECTION)



FIFTH FLOOR PLAN

SCALE: 3/16" = 1'-0"

CLIENT:

73 M&C REALTY LLC

42-45 77th STREET, ELMHURST, NY 11373

ARCHITECT:

TAN ARCHITECT P.C.
194-02 NORTHERN BLVD, SUITE# 205,
FLUSHING, NY 11358

(718) 224-1130/Tel
(718) 224-1137/Fax

STRUCTURE ENGINEER:

TIMES BUILDINGS ENGINEERING SERVICES

85-34 GRAND AVENUE , 2nd FLOOR
ELMHURST, NY 11373

(718) 502-9631/Tel

MEP ENGINEER:

HIDAMARI
Engineering Services, P.C.
33-70 Prince Street, Ste.# 702
Flushing, NY 11354
TEL (917) 915-6101
email: info@hidamaries.com

DATE:	REV.	DESCRIPTION:
5/2/22	4	RESUBMITTED TO DOB/APPROVAL
08/13/19	3	RESUBMITTED TO DOB/APPROVAL
05/08/19	2	RESUBMITTED TO DOB/APPROVAL
09-12-18	1	RESUBMITTED TO DOB/APPROVAL
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03-24-17		RESUBMITTED TO DOB/APPROVAL
02-17-17		RESUBMITTED TO DOB/OBJ
11-17-16		RESUBMITTED TO DOB/OBJ
7-27-16		RESUBMITTED TO DOB/ OBJ
6-10-16		RESUBMITTED TO DOB/ OBJ
11-12-15		RESUBMITTED TO DOB/ OBJ
10-5-15		RESUBMITTED TO DOB/ OBJ
9-14-15		RESUBMITTED TO DOB/ OBJ
8-17-15		SUBMITTED TO DOB/ FILING

PROJECT:

PROPOSED A 5-STORY RESIDENTIAL BUILDING WITH COMMUNITY FACILITY

73-02 WOODSIDE AVENUE,
WOODSIDE, NY 11377

DRAWING TITLE :

FIFTH FLOOR PLAN
CONSTRUCTION LEGEND

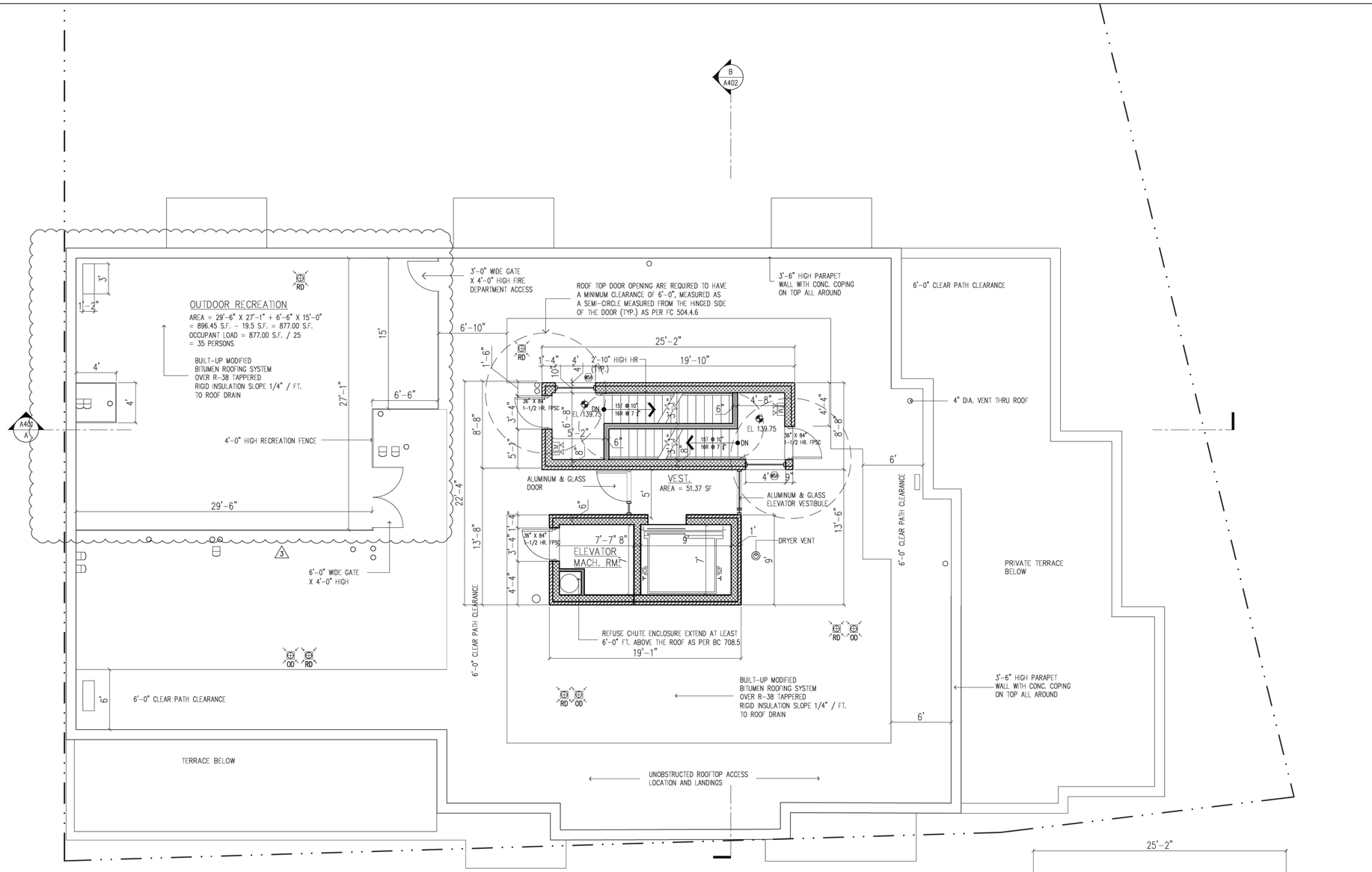
DATE: 8/8/2015
PROJECT #: 20150110
SEAL & SIGNATURE:
DRAWN BY: FD
CHKD. BY: CT
DRAWING #:
A-205.04
9 OF 24

NYC Buildings
Albin Mathew
APPROVED
Date: 05/05/2022

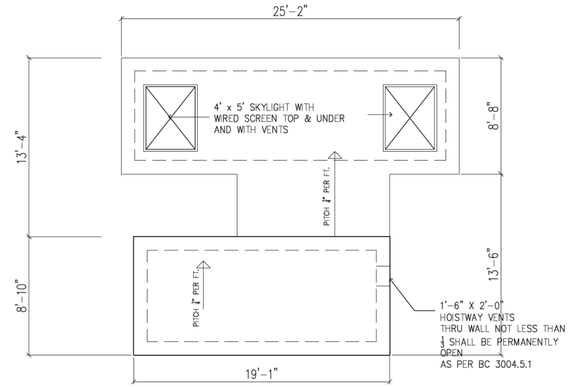
DEPT OF BLDGS 421203655 Job Number
ES3236677743 Scan Code

CONSTRUCTION LEGEND

- 0 / A0.0 — ELEVATION OR SECTION NUMBER / DRAWING NUMBER
- 0 / A0.0 — DETAIL PLAN OR DETAIL NUMBER / DRAWING NUMBER
- REINF. POURED CONCRETE WALL – SEE PLAN FOR THICKNESS
- CONCRETE BLOCK WALL – SEE PLAN FOR THICKNESS
- 0 — PARTITION TYPE – SEE PARTITION SCHEDULE A-501
- 2 HR FIRE RATED PARTITION
- OO — DOOR NUMBER – SEE DOOR SCHEDULE ON SHEET A-601 FOR HARDWARE, TYPE & SIZE
- WC — WINDOW TYPE – SEE SCHEDULE ON SHEET A-601 FOR SPECS
- SD — INDICATE SMOKE DETECTOR AND CARBON MONOXIDE DETECTOR
- EXIT LIGHT
- EM — EMERGENCY LIGHT
- EM/EX — INDICATE EMERGENCY LIGHT WITH EXIT SIGN
- EM/EX — INDICATE EMERGENCY LIGHT WITH EXIT SIGN (WITH DIRECTION)



ROOF PLAN
SCALE: 3/16" = 1'-0"



BULKHEAD ROOF PLAN
SCALE: 3/16" = 1'-0"

SKYLIGHT IN STAIRWELLS NOTE:

ALLOWABLE GLAZING MATERIALS AND LIMITATIONS
MONOLITHIC AND MULTIPLE–LAYER GLAZING SYSTEMS' GLAZING MATERIAL SHALL EITHER BE LAMINATED GLASS WITH A MINIMUM 30 MIL POLYVINYL BUTYRAL OR EQUIVALENT INTERLAYER, WIRED GLASS, LIGHT–TRANSMITTING PLASTIC MATERIALS MEETING THE REQUIREMENTS OF SECTION 2607, HEAT–STRENGTHENED GLASS OR FULLY TEMPERED GLASS.

SCREENING
IN MONOLITHIC GLAZING SYSTEMS, HEAT–STRENGTHENED GLASS AND FULLY TEMPERED GLASS SHALL HAVE SCREENS INSTALLED BELOW THE GLAZING MATERIAL. THE SCREENS AND THEIR FASTENINGS SHALL:
(1) BE CAPABLE OF SUPPORTING TWICE THE WEIGHT OF THE GLAZING
(2) BE FIRMLY AND SUBSTANTIALLY FASTENED TO THE FRAMING MEMBERS AND
(3) BE INSTALLED WITHIN 4 INCHES (102 MM) OF THE GLASS.
THE SCREENS SHALL BE CONSTRUCTED OF A NONCOMBUSTIBLE MATERIAL NOT THINNER THAN NO. 12 B&S GAGE (0.0808 INCH) WITH MESH NOT LARGER THAN 1 INCH BY 1 INCH (25 MM BY 25 MM). IN A CORROSIVE ATMOSPHERE, STRUCTURALLY EQUIVALENT NONCORROSIVE SCREEN MATERIALS SHALL BE USED. HEAT–STRENGTHENED GLASS, FULLY TEMPERED GLASS AND WIRED GLASS, WHEN USED IN MULTIPLE–LAYER GLAZING SYSTEMS AS THE BOTTOM GLASS LAYER OVER THE WALKING SURFACE, SHALL BE EQUIPPED WITH SCREENING THAT CONFORMS TO THE REQUIREMENTS FOR MONOLITHIC GLAZING SYSTEMS

FRAMING
IN TYPE I AND II CONSTRUCTION, SLOPED GLAZING AND SKYLIGHT FRAMES SHALL BE CONSTRUCTED OF NONCOMBUSTIBLE MATERIALS. IN STRUCTURES WHERE ACID FUMES DELETERIOUS TO METAL ARE INCIDENTAL TO THE USE OF THE BUILDINGS, APPROVED PRESSURE–TREATED WOOD OR OTHER APPROVED NONCORROSIVE MATERIALS ARE PERMITTED TO BE USED FOR SASH AND FRAMES. FRAMING SUPPORTING SLOPED GLAZING AND SKYLIGHTS SHALL BE DESIGNED TO RESIST THE TRIBUTARY ROOF LOADS IN CHAPTER 16. SKYLIGHTS SET AT AN ANGLE OF LESS THAN 45 DEGREES (0.79 RAD) FROM THE HORIZONTAL PLANE SHALL BE MOUNTED AT LEAST 4 INCHES (102 MM) ABOVE THE PLANE OF THE ROOF ON A CURB CONSTRUCTED AS REQUIRED FOR THE FRAME. SKYLIGHTS SHALL NOT BE INSTALLED IN THE PLANE OF THE ROOF WHERE THE ROOF PITCH IS LESS THAN 45 DEGREES (0.79 RAD) FROM THE HORIZONTAL.

CLIENT:
73 M&C REALTY LLC
42-45 77th STREET,
ELMHURST, NY 11373

ARCHITECT:
TAN ARCHITECT P.C.
194-02 NORTHERN BLVD, SUITE# 205,
FLUSHING, NY 11358
(718) 224-1130/Tel
(718) 224-1137/Fax

STRUCTURE ENGINEER:
TIMES BUILDINGS ENGINEERING SERVICES
85-34 GRAND AVENUE , 2nd FLOOR
ELMHURST, NY 11373
(718) 502-9631/Tel

MEP ENGINEER:
HIDAMARI
Engineering Services, P.C.
33–70 Prince Street, Ste.# 702
Flushing, NY 11354
TEL (917) 915–6101
email: info@hidamaries.com

NYC Buildings
Pui Yee Lai
APPROVED
Date: 08/30/2022
AMENDED APPLICATION

DATE:	REV.	DESCRIPTION:
08-08-22	3	RESUBMITTED TO DOB/APPROVAL
05-08-19	2	RESUBMITTED TO DOB/APPROVAL
09-12-18	1	RESUBMITTED TO DOB/APPROVAL
05-20-18		RESUBMITTED TO DOB/APPROVAL
03-24-17		RESUBMITTED TO DOB/APPROVAL
02-17-17		RESUBMITTED TO DOB/OBJ
11-17-16		RESUBMITTED TO DOB/OBJ
7-27-16		RESUBMITTED TO DOB/ OBJ
6-10-16		RESUBMITTED TO DOB/ OBJ
11-12-15		RESUBMITTED TO DOB/ OBJ
10-5-15		RESUBMITTED TO DOB/ OBJ
9-14-15		RESUBMITTED TO DOB/ OBJ
8-17-15		SUBMITTED TO DOB/ FILING

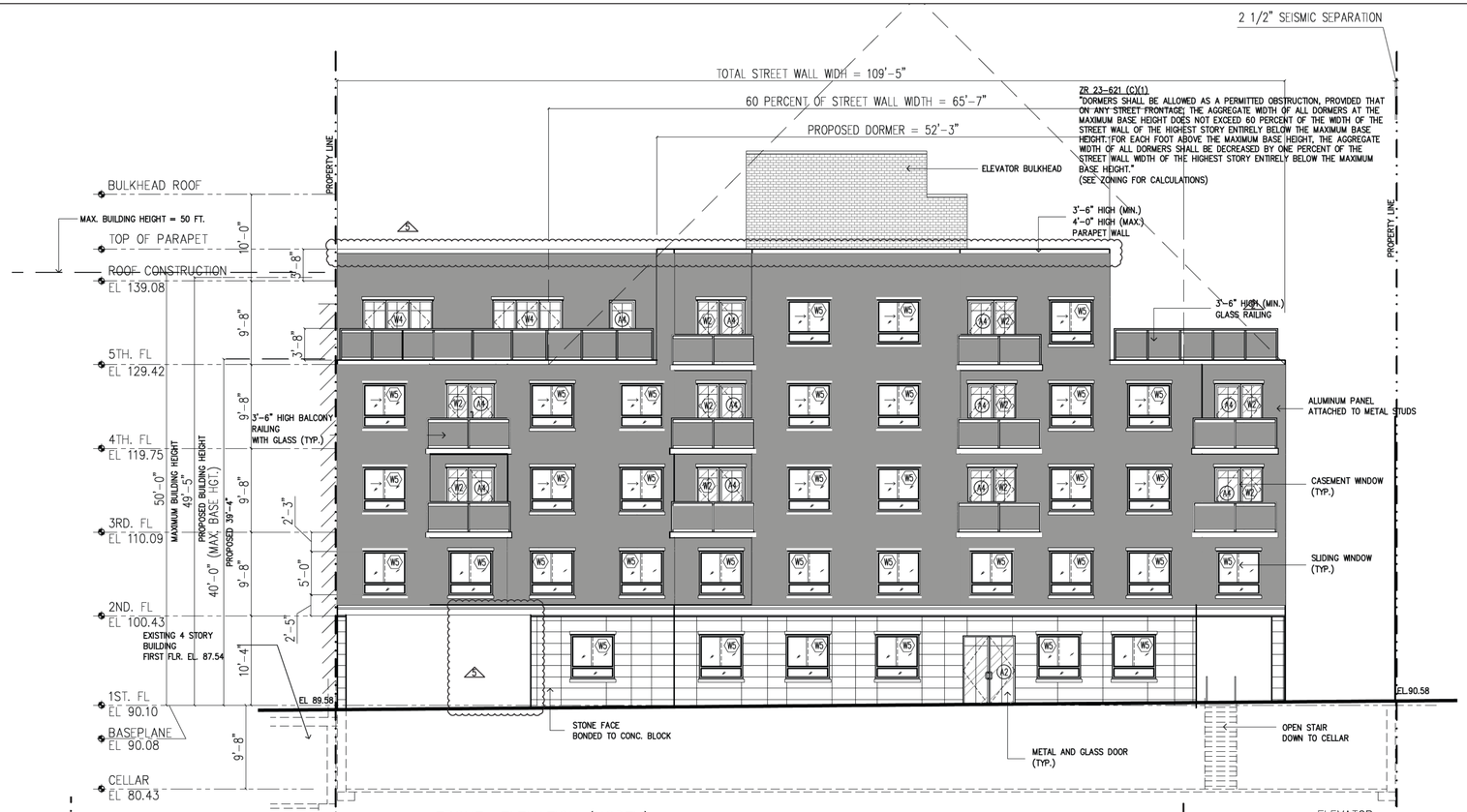
PROJECT:
PROPOSED A 5-STORY RESIDENTIAL BUILDING WITH COMMUNITY FACILITY

73–02 WOODSIDE AVENUE,
WOODSIDE, NY 11377

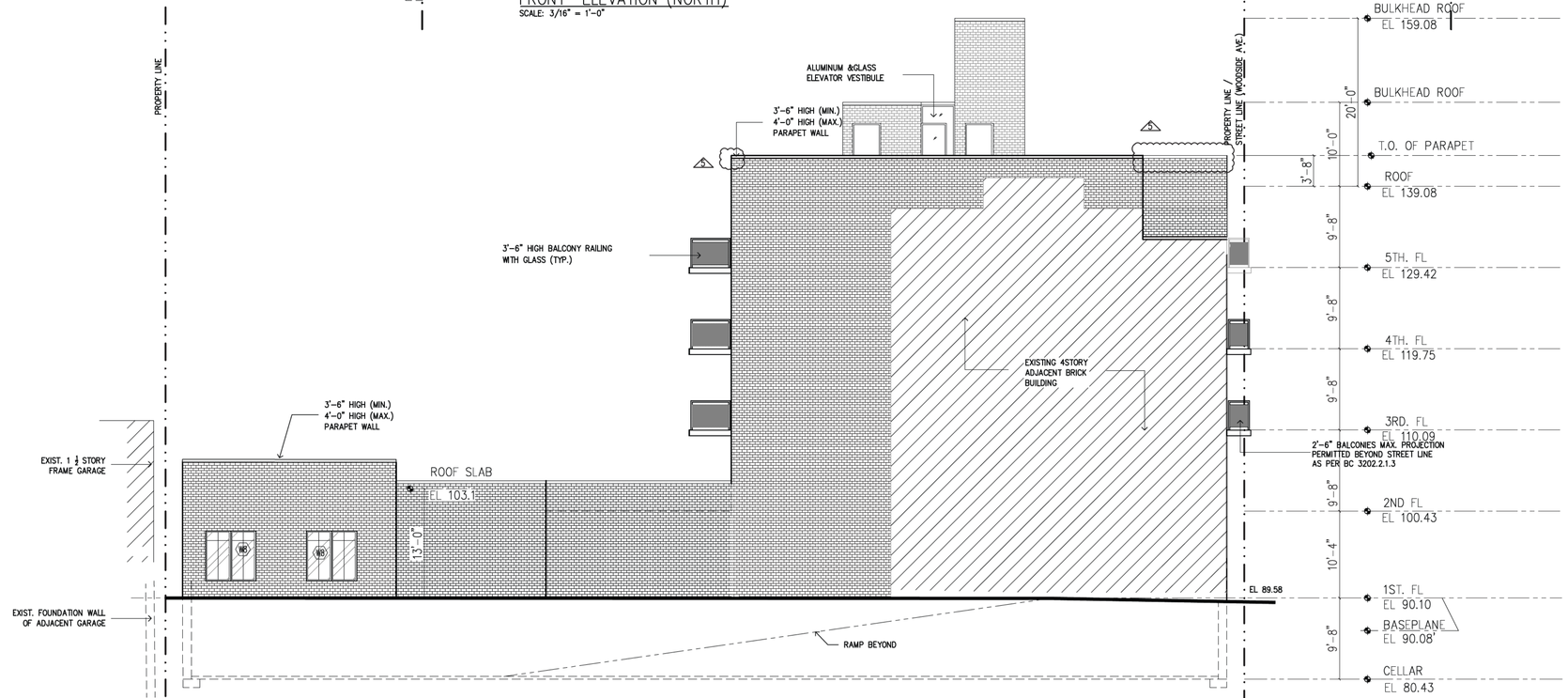
DRAWING TITLE :
ROOF PLAN
BULKHEAD ROOF PLAN

DATE: 8/8/2015
PROJECT #: 20150110
SEAL & SIGNATURE:
DRAWN BY: FD
CHKD. BY: CT
DRAWING #:
A-206.03
10 OF 24

DEPT OF BLDGS 421203655 Job Number
ES474706648 Scan Code



FRONT ELEVATION (NORTH)
SCALE: 3/16" = 1'-0"



SIDE ELEVATION (EAST)
SCALE: 3/16" = 1'-0"

CLIENT:
73 M&C REALTY LLC
42-45 77th STREET, ELMHURST, NY 11373

ARCHITECT:
TAN ARCHITECT P.C.
194-02 NORTHERN BLVD, SUITE# 205,
FLUSHING, NY 11358
(718) 224-1130/Tel
(718) 224-1137/Fax

STRUCTURE ENGINEER:
TIMES BUILDINGS ENGINEERING SERVICES
85-34 GRAND AVENUE , 2nd FLOOR
ELMHURST, NY 11373
(718) 502-9631/Tel

MEP ENGINEER:
HIDAMARI
Engineering Services, P.C.
33-70 Prince Street, Ste.# 702
Flushing, NY 11354
TEL (917) 915-6101
email: info@hidamaries.com

DATE:	REV.	DESCRIPTION:
5/2/22	5	RESUBMITTED TO DOB/APPROVAL
08/13/19	4	RESUBMITTED TO DOB/APPROVAL
05-08-19	3	RESUBMITTED TO DOB/APPROVAL
09-12-18	2	RESUBMITTED TO DOB/APPROVAL
05-20-18		RESUBMITTED TO DOB/APPROVAL
03-24-17		RESUBMITTED TO DOB/APPROVAL
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6-10-16		RESUBMITTED TO DOB/ OBJ
11-12-15		RESUBMITTED TO DOB/ OBJ
10-5-15		RESUBMITTED TO DOB/ OBJ
9-14-15		RESUBMITTED TO DOB/ OBJ
8-17-15		SUBMITTED TO DOB/ FILING

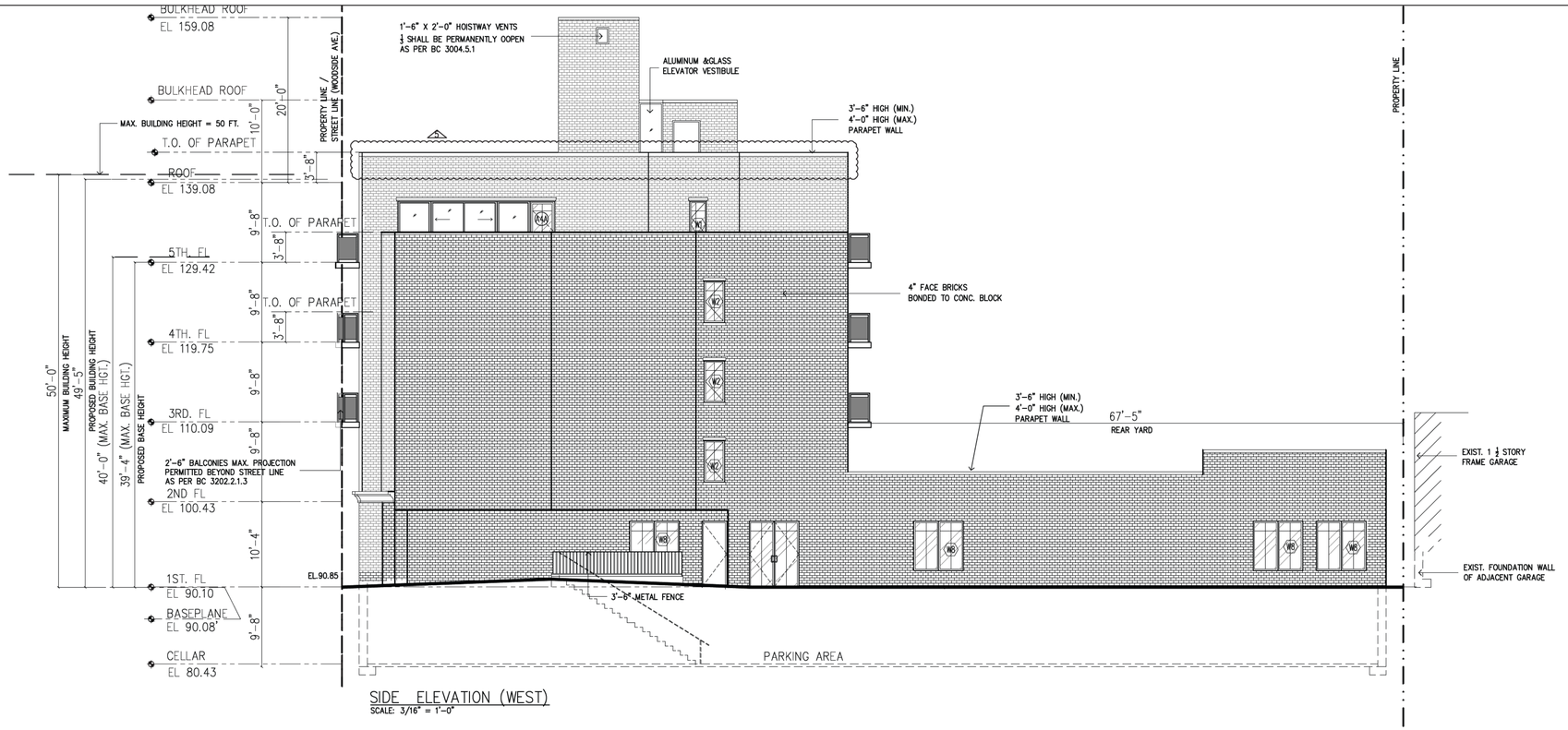
PROJECT:
PROPOSED A 5-STORY RESIDENTIAL BUILDING WITH COMMUNITY FACILITY
73-02 WOODSIDE AVENUE,
WOODSIDE, NY 11377

DRAWING TITLE :
FRONT ELEVATION
SIDE ELEVATION

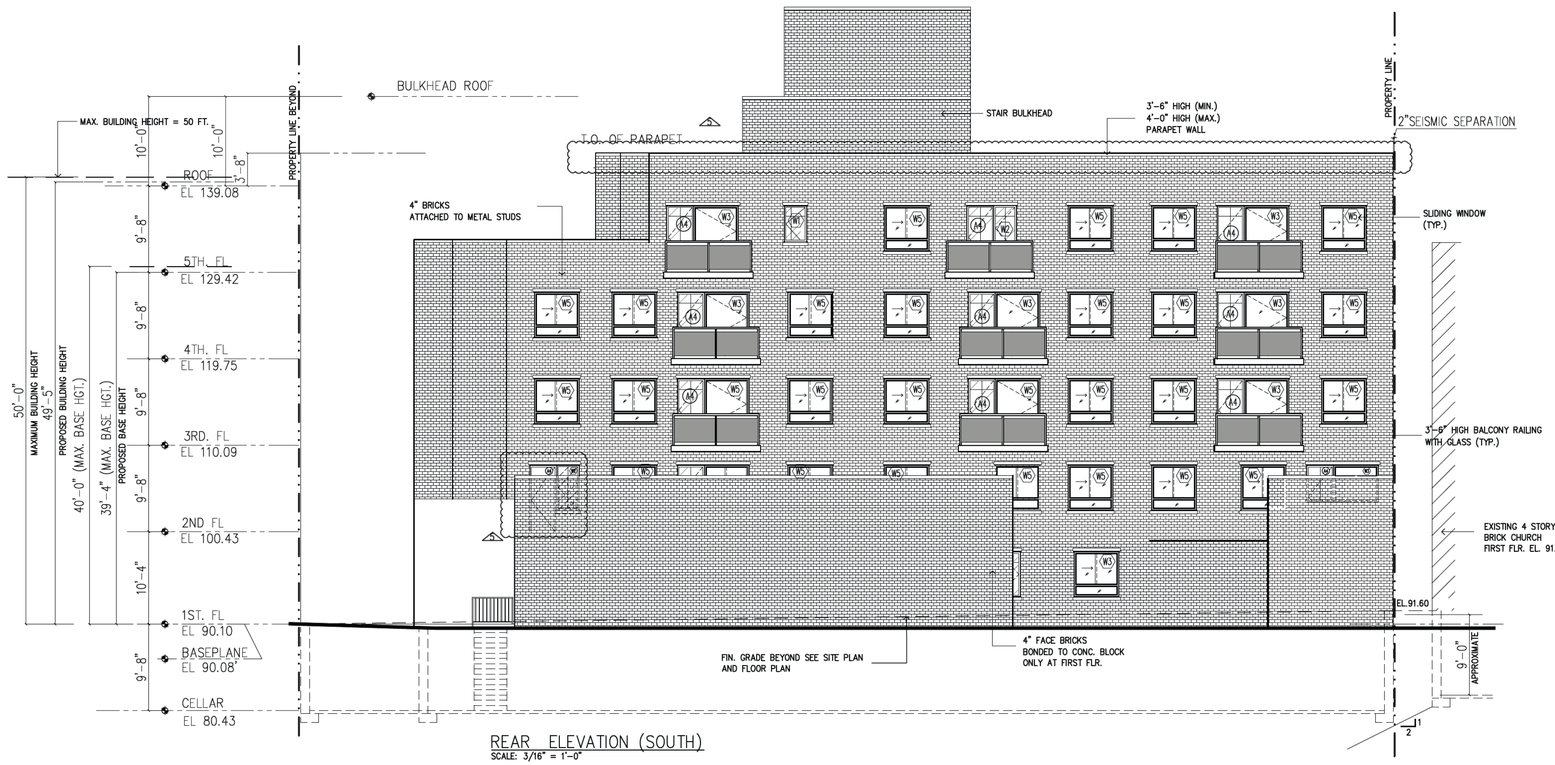
DATE: 8/8/2015
PROJECT #: 20150110
SEAL & SIGNATURE:
DRAWN BY: FD
CHKD. BY: CT
DRAWING #:
A-301.05
11 OF 24

NYC Buildings
Albin Mathew
APPROVED
Date: 05/05/2022

DEPT OF BLDGS 421203655 Job Number
ES040622229 Scan Code



SIDE ELEVATION (WEST)
SCALE: 3/16" = 1'-0"



REAR ELEVATION (SOUTH)
SCALE: 3/16" = 1'-0"

CLIENT:
73 M&C REALTY LLC
42-45 77th STREET, ELMHURST, NY 11373

ARCHITECT:
TAN ARCHITECT P.C.
194-02 NORTHERN BLVD, SUITE# 205,
FLUSHING, NY 11358
(718) 224-1130/Tel
(718) 224-1137/Fax

STRUCTURE ENGINEER:
TIMES BUILDINGS ENGINEERING SERVICES
85-34 GRAND AVENUE , 2nd FLOOR
ELMHURST, NY 11373
(718) 502-9631/Tel

MEP ENGINEER:
HIDAMARI
Engineering Services, P.C.
33-70 Prince Street, Ste.# 702
Flushing, NY 11354
TEL (917) 915-6101
email: info@hidamaries.com

DATE:	REV.	DESCRIPTION:
5/2/22	5	RESUBMITTED TO DOB/APPROVAL
08-13-19	4	RESUBMITTED TO DOB/APPROVAL
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10-5-15		RESUBMITTED TO DOB/ OBJ
9-14-15		RESUBMITTED TO DOB/ OBJ
8-17-15		SUBMITTED TO DOB/ FILING

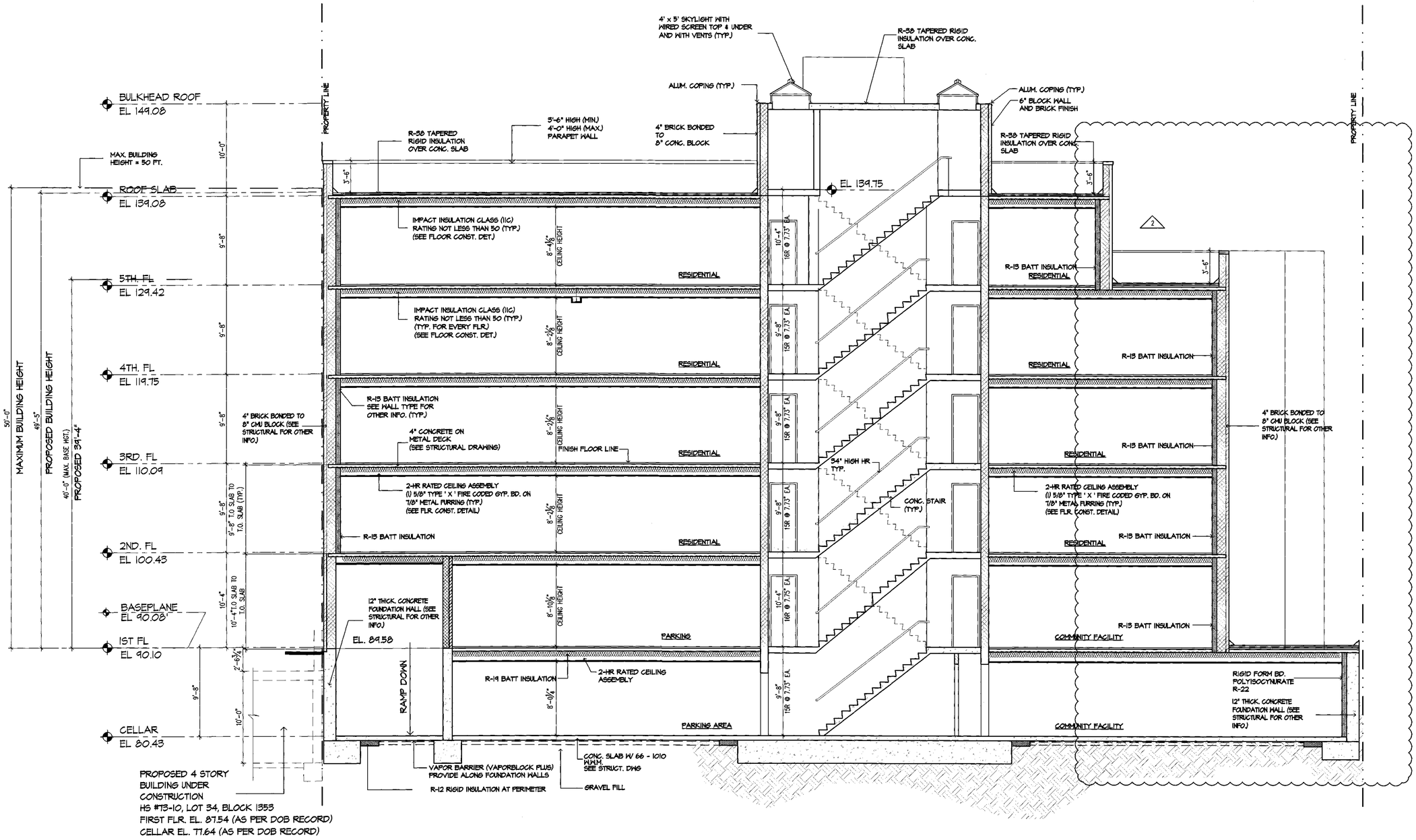
PROJECT:
PROPOSED A 5-STORY RESIDENTIAL BUILDING WITH COMMUNITY FACILITY

73-02 WOODSIDE AVENUE,
WOODSIDE, NY 11377

DRAWING TITLE :
REAR ELEVATION
SIDE ELEVATIONS

DATE: 8/8/2015
PROJECT #: 20150110
SEAL & SIGNATURE:
DRAWN BY: FD
CHKD. BY: CT
DRAWING #:
A-302.05
12 OF 24

NYC Buildings
Albin Mathew
APPROVED
Date: 05/05/2022



PROPOSED 4 STORY
BUILDING UNDER
CONSTRUCTION
HS #13-10, LOT 34, BLOCK 1353
FIRST FLR. EL. 87.54 (AS PER DOB RECORD)
CELLAR EL. 77.64 (AS PER DOB RECORD)

SECTION A-A

SCALE: 3/16" = 1'-0"

CLIENT:

73 M&C REALTY LLC

42-45 77th STREET,
ELMHURST, NY 11373

ARCHITECT:

TAN ARCHITECT P.C.
194-02 NORTHERN BLVD, SUITE# 205,
FLUSHING, NY 11358

(718) 224-1130/Tel
(718) 224-1137/Fax

STRUCTURE ENGINEER:

TIMES BUILDINGS ENGINEERING SERVICES

85-34 GRAND AVENUE , 2nd FLOOR
ELMHURST, NY 11373

(718) 502-9631/Tel

MEP ENGINEER:

HIDAMARI
Engineering Services, P.C.
33-70 Prince Street, Ste.# 702
Flushing, NY 11354
TEL (917) 915-6101
email: info@hidamaries.com

Muhammad Hasan, P.E.

MAY 31 2019

EXAMINED FOR ZONING, EGRESS AND FIRE PREVENTION ONLY AS PER DIR. 2/75

DEPT BLDGS Job No. 421203655
Scan Code ESHS9142946

DATE:	REV.	DESCRIPTION:
05-08-19	2	RESUBMITTED TO DOB/APPROVAL
09-12-18	1	RESUBMITTED TO DOB/APPROVAL
05-20-18		RESUBMITTED TO DOB/APPROVAL
03-24-17		RESUBMITTED TO DOB/APPROVAL
02-17-17		RESUBMITTED TO DOB/OBJ
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10-5-15		RESUBMITTED TO DOB/ OBJ
9-14-15		RESUBMITTED TO DOB/ OBJ
8-17-15		SUBMITTED TO DOB/ FILING

PROJECT:

PROPOSED A 5-STORY RESIDENTIAL BUILDING WITH COMMUNITY FACILITY

73-02 WOODSIDE AVENUE,
WOODSIDE, NY 11377

DRAWING TITLE :

BUILDING SECTION A-A

DATE: 8/8/2015

PROJECT #: 20150110

SEAL & SIGNATURE:

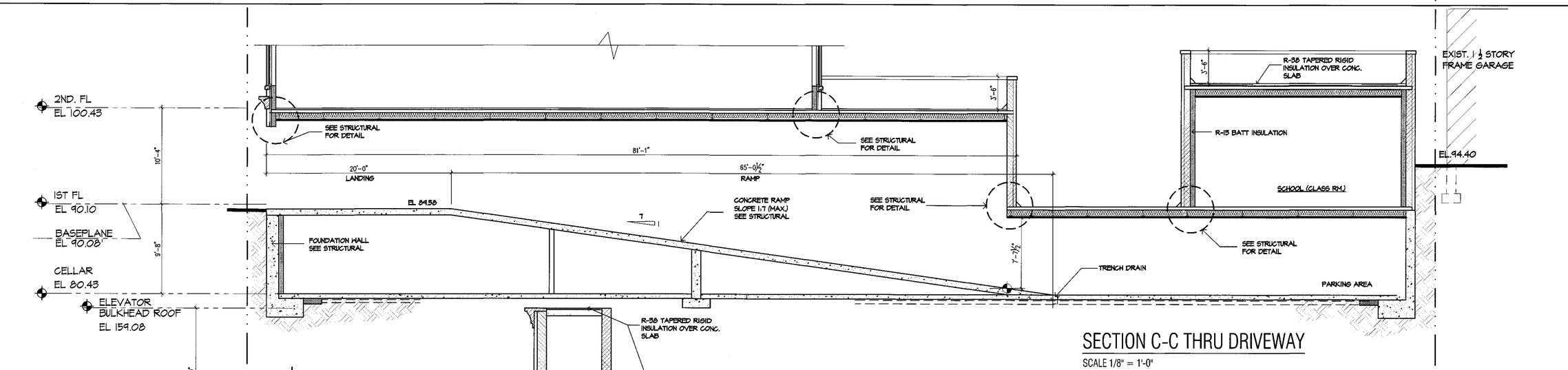
REGISTERED ARCHITECT CONSTANTINA TAN 026476 STATE OF NEW YORK

DRAWN BY: FD

CHKD. BY: CT

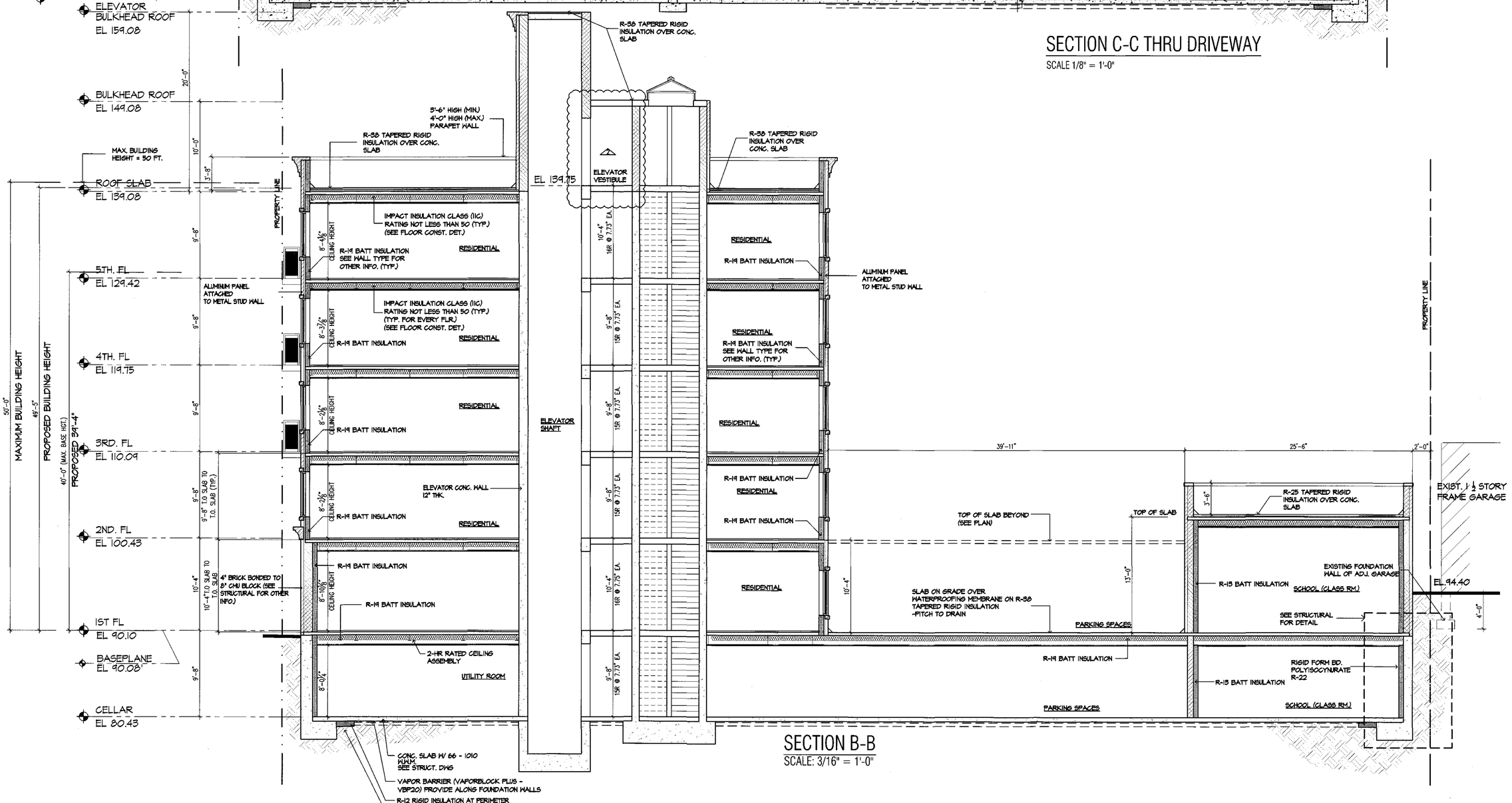
DRAWING #:

A-401.02



SECTION C-C THRU DRIVEWAY

SCALE 1/8" = 1'-0"



SECTION B-B

SCALE: 3/16" = 1'-0"

CLIENT:

73 M&C REALTY LLC

42-45 77th STREET, ELMHURST, NY 11373

ARCHITECT:

TAN ARCHITECT P.C.
194-02 NORTHERN BLVD, SUITE# 205,
FLUSHING, NY 11358

(718) 224-1130/Tel
(718) 224-1137/Fax

STRUCTURE ENGINEER:

TIMES BUILDINGS ENGINEERING SERVICES

85-34 GRAND AVENUE , 2nd FLOOR
ELMHURST, NY 11373

(718) 502-9631/Tel

MEP ENGINEER:

HIDAMARI
Engineering Services, P.C.
33-70 Prince Street, Ste.# 702
Flushing, NY 11354
TEL (917) 915-6101
email: info@hidamaries.com

AMENDED APPLICATION

Muhammad Hasan, P.E.

MAY 31 2019

EXAMINED FOR ZONING, EGRESS AND FIRE PREVENTION ONLY AS PER BR. 2175

DEPT BLDGS Job No. 421203655
Scan Code ES-HSB6539614

DATE:	REV.	DESCRIPTION:
05-08-19	2	RESUBMITTED TO DOB/APPROVAL
09-12-18	1	RESUBMITTED TO DOB/APPROVAL
05-20-18		RESUBMITTED TO DOB/APPROVAL
03-24-17		RESUBMITTED TO DOB/APPROVAL
02-17-17		RESUBMITTED TO DOB/OBJ
11-17-16		RESUBMITTED TO DOB/OBJ
7-27-16		RESUBMITTED TO DOB/ OBJ
6-10-16		RESUBMITTED TO DOB/ OBJ
11-12-15		RESUBMITTED TO DOB/ OBJ
10-5-15		RESUBMITTED TO DOB/ OBJ
9-14-15		RESUBMITTED TO DOB/ OBJ
8-17-15		SUBMITTED TO DOB/ FILING

PROJECT:

PROPOSED A 5-STORY RESIDENTIAL BUILDING WITH COMMUNITY FACILITY

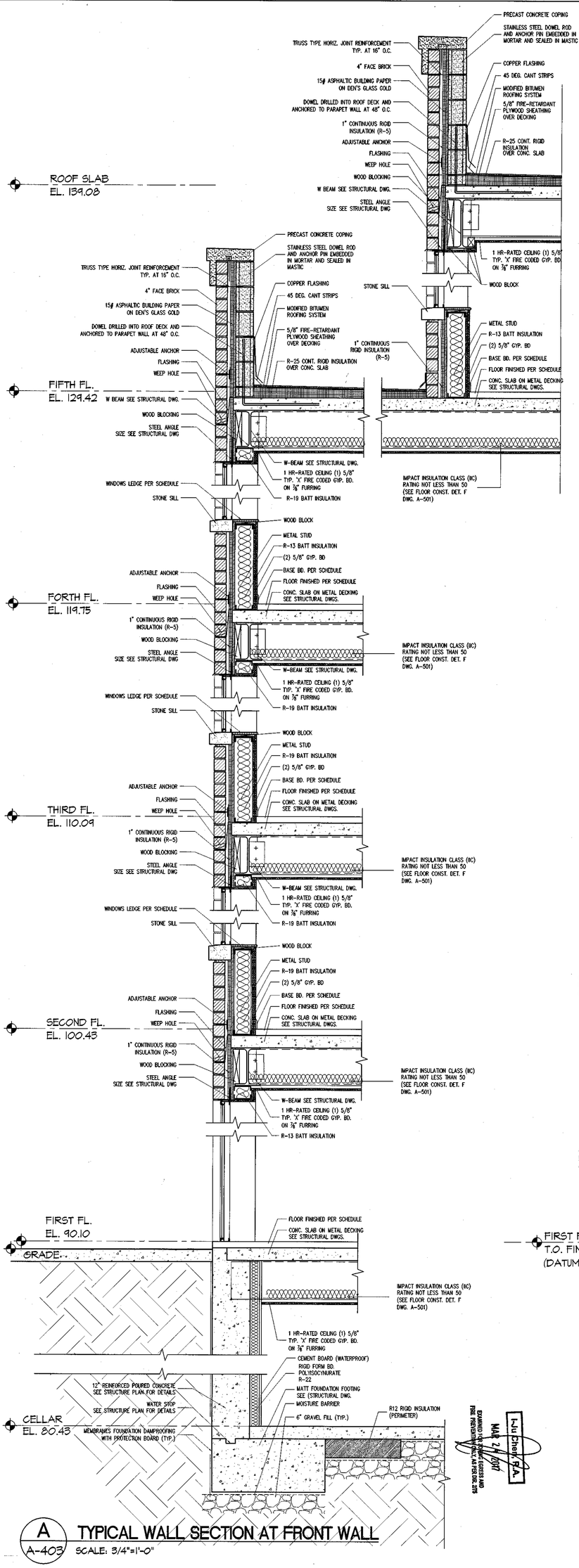
73-02 WOODSIDE AVENUE,
WOODSIDE, NY 11377

DRAWING TITLE :

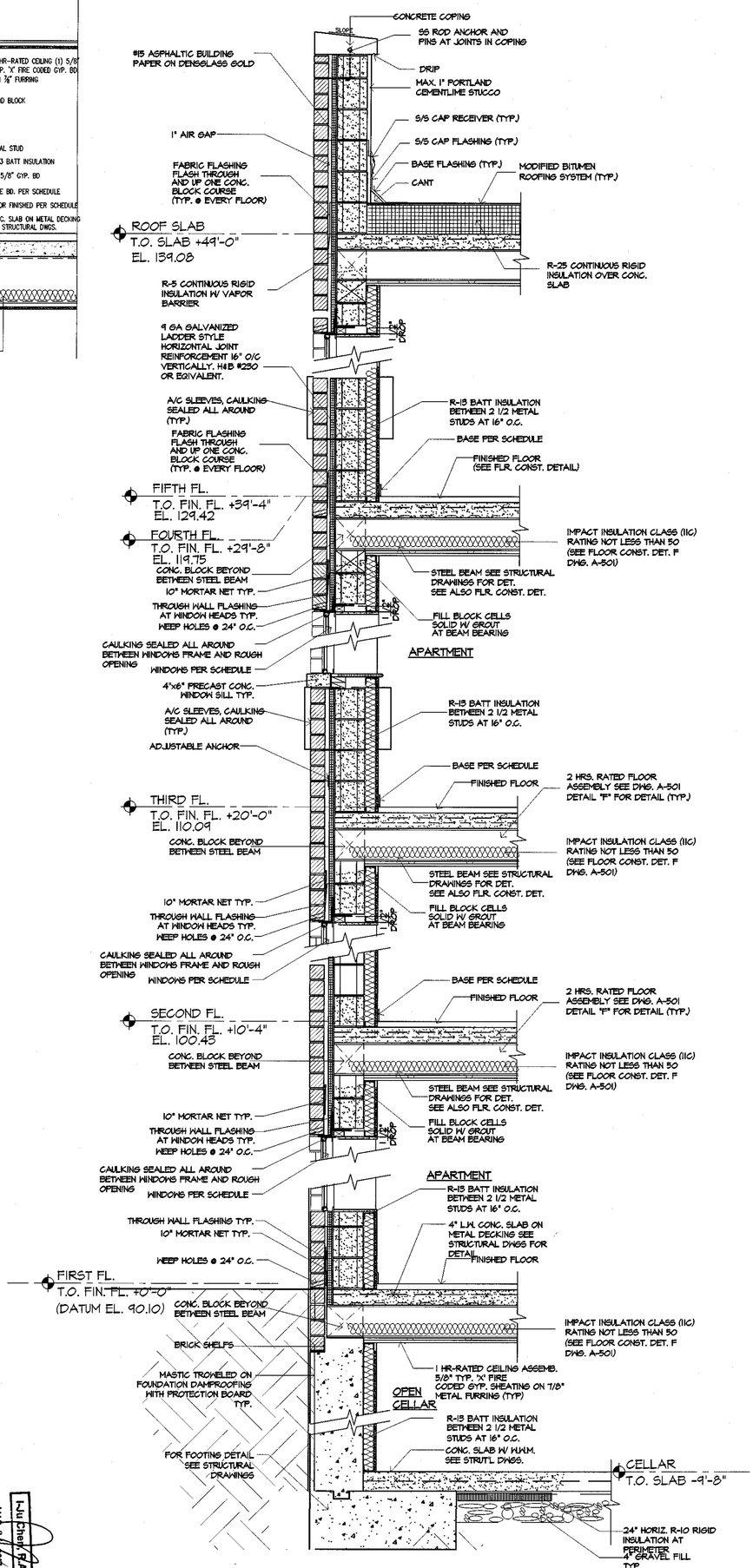
BUILDING SECTION B-B + C-C

DATE: 8/8/2015	PROJECT #: 20150110
SEAL & SIGNATURE:	DRAWN BY: FD
	CHKD. BY: CT
	DRAWING #: A-402.02

REGISTERED ARCHITECT CHING HUEI TAN STATE OF NEW YORK 026478



A
A-403
TYPICAL WALL SECTION AT FRONT WALL
SCALE: 3/4"=1'-0"



A
A-402
TYPICAL WALL SECTION AT SIDE WALL
SCALE: 3/4"=1'-0"

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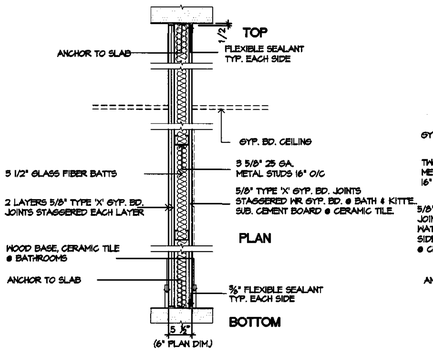
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REV.	DESCRIPTION:	DATE:
	RESUBMITTED TO DOB/APPROVAL	02-24-17
	RESUBMITTED TO DOB/OBJ	02-17-17
	RESUBMITTED TO DOB/OBJ	11-17-16
	RESUBMITTED TO DOB/OBJ	7-27-16
	RESUBMITTED TO DOB/OBJ	6-10-16
	RESUBMITTED TO DOB/OBJ	11-12-15
	RESUBMITTED TO DOB/OBJ	10-5-15
	RESUBMITTED TO DOB/OBJ	9-14-15
	SUBMITTED TO DOB/FILING	8-17-15

PROJECT:
PROPOSED A 5-STORY RESIDENTIAL BUILDING WITH COMMUNITY FACILITY
75-02 WOODSIDE AVENUE,
WOODSIDE, NY 11377

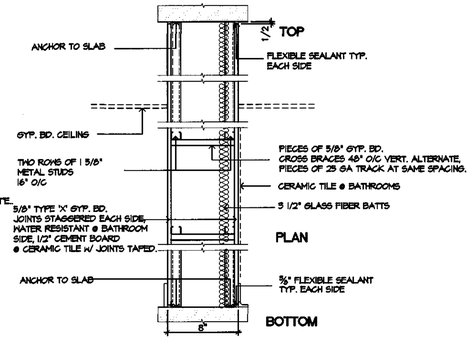
DRAWING TITLE:
WALL SECTION DETAILS

DATE: 9/8/2015 | PROJECT #: 20150116
SEAL & SIGNATURE: | DRAWN BY: FD
CHKD. BY: CT
DRAWING #: **A-403.00**
15 OF 24



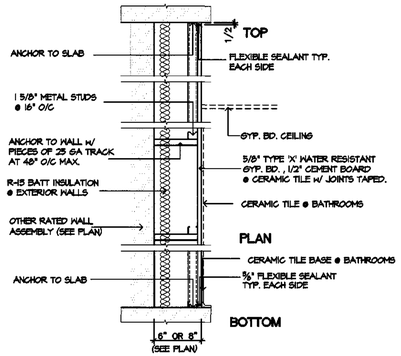
PARTITION

A — THICKNESS: 5 1/2" | FIRE RATING: 1 HOURS | STC RATING: 50 - 54 | BASED ON GA-600-2006, GA FILE #HP 1052



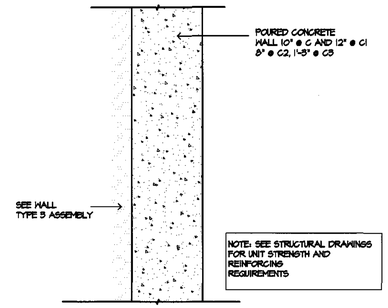
RATED CHASE WALL

B — THICKNESS: 8" | FIRE RATING: 1 HOURS | STC RATING: 50 - 54 | BASED ON GA-600-2006, GA FILE #HP 5015



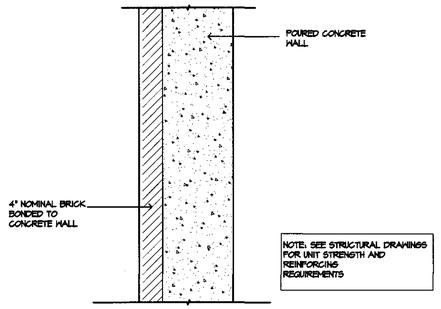
RATED CHASE WALL

B1 — THICKNESS: 6" OR 8" | FIRE RATING: 1 HOURS | STC RATING: 50 - 54 | BASED ON GA-600-2006, GA FILE #HP 5015



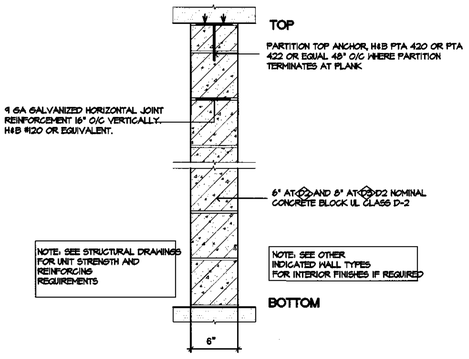
CONCRETE WALL

C — C1 — C2 — THICKNESS: 8, 10" & 12" | FIRE RATING: 2 HOURS



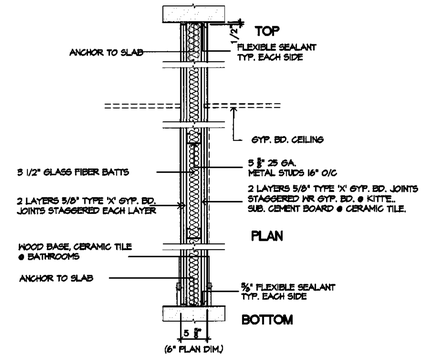
4" BRICKS BONDED TO CONC. WALL

C3 — THICKNESS: 8, 10" & 12" | FIRE RATING: 2 HOURS



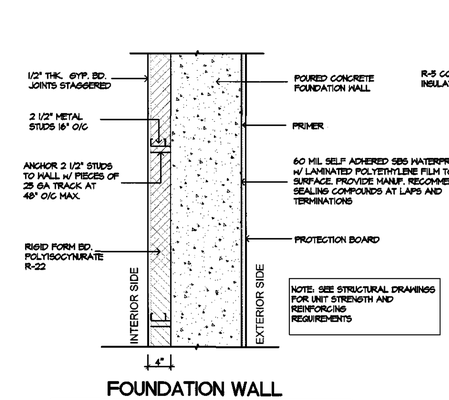
INTERIOR CONC. BLOCK

D2 — D3 — THICKNESS: 6" NOM. & 8" NOM. | FIRE RATING: 2 HOURS | BASED ON UL DESIGN NO. U405 UL CLASS D-2 BLOCK



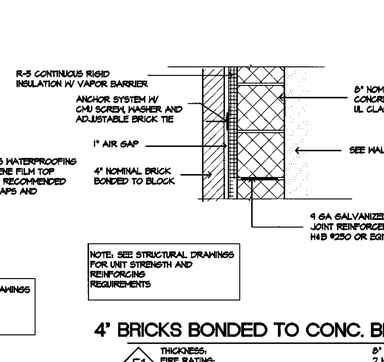
PARTITION

E — THICKNESS: 5 5/8" | FIRE RATING: 2 HOURS | STC RATING: 55 - 59 | BASED ON GA-600-2006, GA FILE #HP 1521



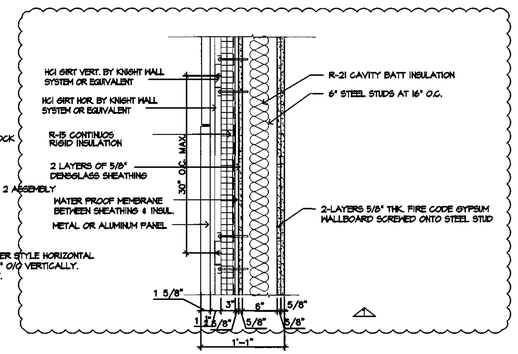
FOUNDATION WALL

F — THICKNESS: 12" | FIRE RATING: 2 HOURS



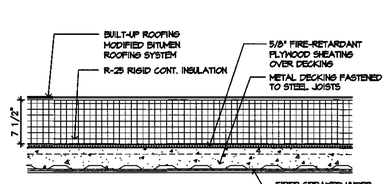
4" BRICKS BONDED TO CONC. BLOCK

F1 — THICKNESS: 8" NOM. | FIRE RATING: 2 HOURS | BASED ON UL DESIGN NO. U405 WITH UL CLASS D-2 BLOCK



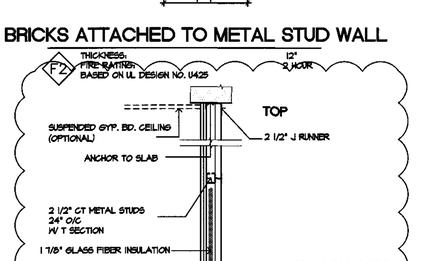
4" BRICKS ATTACHED TO METAL STUD WALL

F2 — THICKNESS: 12" | FIRE RATING: 2 HOUR | BASED ON UL DESIGN NO. U425



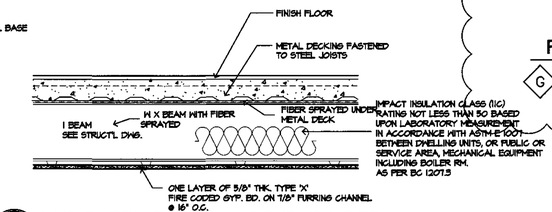
2 HR RATED ROOF ASSEMBLIES DETAIL

R — FIRE TEST: BASED ON UL DESIGN D867



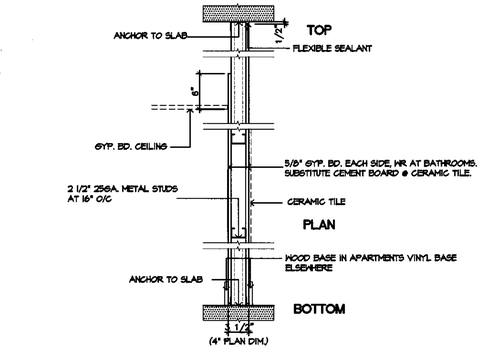
RATED SHAFT ENCLOSURE

G — THICKNESS: 5 1/2" | FIRE RATING: 2 HOURS | STC RATING: 50 - 54 | BASED ON GA-600-2006, GA FILE #HP 7051



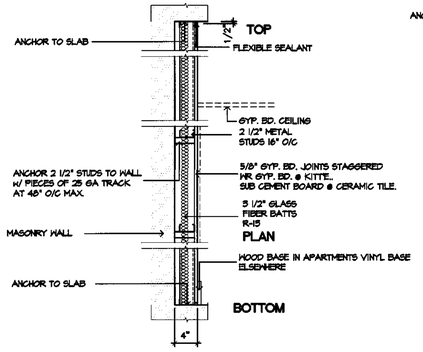
2 HR RATED FLOOR ASSEMBLIES DETAIL

F — FIRE TEST: BASED ON UL DESIGN D867



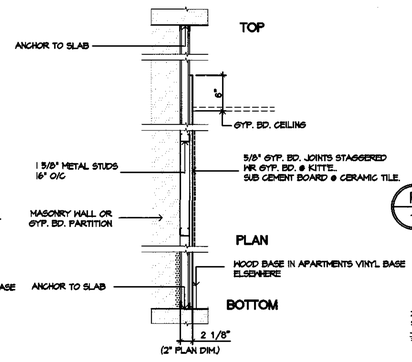
PARTITION

1 — THICKNESS: 5 1/2" | FIRE RATING: NONE



FURRING AT EXTERIOR WALL

2 — THICKNESS: 4" | FIRE RATING: NONE



FURRING AT INTERIOR WALL

3 — THICKNESS: 2" | FIRE RATING: NONE

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Muhammad Hasan, P.E.
MAY 31 2019
EXAMINED FOR ZONING, EGRESS AND FIRE PREVENTION ONLY, AS PER DIR. 2/75

DEPT BLDGS Job No. 421203655
Scan Code ESHS4158259

DATE:	REV.	DESCRIPTION:
05-08-19	1	RESUBMITTED TO DOB/APPROVAL
05-20-18		RESUBMITTED TO DOB/APPROVAL
03-24-17		RESUBMITTED TO DOB/APPROVAL
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9-14-15		RESUBMITTED TO DOB/ OBJ
8-17-15		SUBMITTED TO DOB/ FILING

PROJECT:
PROPOSED A 5-STORY RESIDENTIAL BUILDING WITH COMMUNITY FACILITY

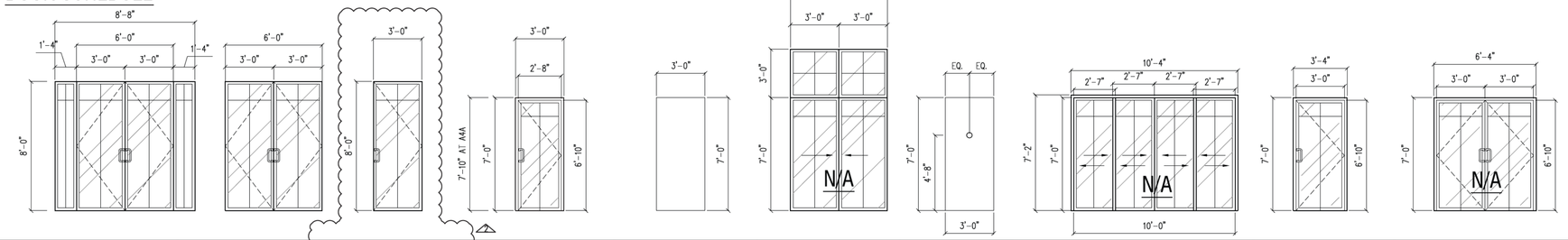
73-02 WOODSIDE AVENUE, WOODSIDE, NY 11377

DRAWING TITLE :
PARTITION TYPES

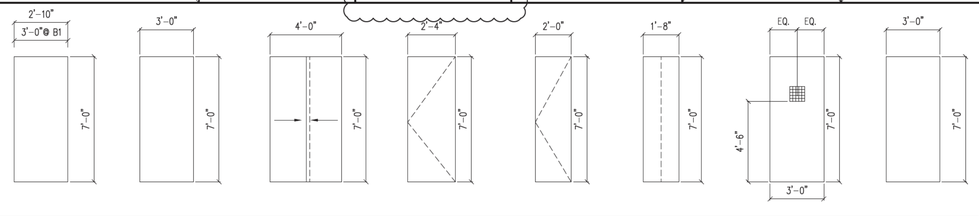
DATE: 8/8/2015
PROJECT #: 20150110
SEAL & SIGNATURE:
DRAWN BY: FD
CHKD. BY: CT
DRAWING #:
A-501.01
16 OF 24

DEPT OF BLDGS 421203655 Job Number
ES918394590 Scan Code

DOOR SCHEDULE

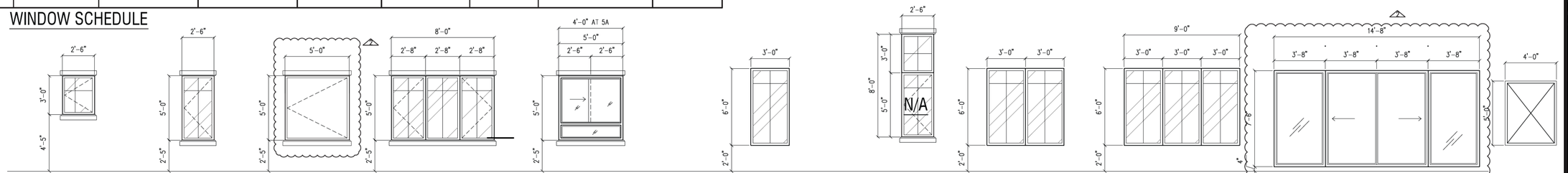


TYPE	A1	A2	A3	A4A A4	A5	A6	A7	A8	A9	A10
DOOR MATERIAL	METAL/GLASS	METAL	METAL/GLASS	METAL/GLASS	METAL/GLASS	METAL/GLASS	METAL	METAL/GLASS	METAL/GLASS	METAL/GLASS
FRAME MATERIAL	METAL	METAL	METAL	METAL	METAL	METAL	METAL-6	METAL	METAL	METAL
SADDLE	1	1	1	1	1	1	1	1	1	1
LOCATION	DOUBLE ENTRY DOORS WITH SIDE LIGHT	DOUBLE ENTRY DOORS	SINGLE ENTRY	BALCONY	FIRST FLR. CORRIDOR BACK DOOR	TRERRACE	APT ROOM ENTRY	TERRACE	COMMUNITY FACILITY	BALCONY
REMARKS	WEATHER STRIPPING WITH LOCK HARDWARE U-VALUE=0.35, SHGC=0.40, VT=0.6 AIR LEAKAGE ≤ 0.20 CFM/SF	WEATHER STRIPPING WITH LOCK HARDWARE U-VALUE=0.35, SHGC=0.40 VT=0.6 AIR LEAKAGE ≤ 0.20 CFM/SF	WEATHER STRIPPING WITH LOCK HARDWARE U-VALUE=0.35, SHGC=0.52, VT=0.56 AIR LEAKAGE ≤ 0.20 CFM/SF	WEATHER STRIPPING WITH LOCK HARDWARE U-VALUE=0.35, SHGC=0.52, VT=0.56 AIR LEAKAGE ≤ 0.20 CFM/SF	WEATHER STRIPPING WITH LOCK HARDWARE U-VALUE=0.35, SHGC=0.52, VT=0.56 AIR LEAKAGE ≤ 0.20 CFM/SF	WEATHER STRIPPING WITH LOCK HARDWARE U-VALUE=0.35, SHGC=0.52, VT=0.56 AIR LEAKAGE ≤ 0.20 CFM/SF	3/4 HR RATED FPSC COMBINATION CHIME AND INTERVIEWER	SLIDING WEATHER STRIPPING ON EXTERIOR DOOR STAIR U-VALUE=0.35, SHGC=0.40, VT=0.6 AIR LEAKAGE ≤ 0.20 CFM/SF	WEATHER STRIPPING ON EXTERIOR DOOR STAIR U-VALUE=0.35, SHGC=0.40, VT=0.6 AIR LEAKAGE ≤ 0.20 CFM/SF	WEATHER STRIPPING ON EXTERIOR DOOR STAIR U-VALUE=0.35, SHGC=0.40 VT=0.6 AIR LEAKAGE ≤ 0.20 CFM/SF



TYPE	B2 B1	S1	C2	C3	C4	C5	S	U
DOOR MATERIAL	WOOD	METAL	WOOD	WOOD	WOOD	WOOD	METAL	METAL/GLASS
FRAME MATERIAL	WOOD-1	METAL	WOOD-1	WOOD-1	WOOD-1	WOOD-1	METAL-6	METAL
SADDLE	2 OR NONE	3	NONE	NONE	NONE	NONE	1	1
LOCATION	ACC. BATH, BEDROOM	EXIT DOOR	CLOSET	CLOSET	CLOSET	CLOSET	STAIR	UTILITY, STORAGE, COMMUNITY FACILITY
REMARKS	3/4" UNDERCUT B3 = 2'-0" DOOR B4 = 2'-4" DOOR	1 ½ HR RATED FPSC WEATHER STRIPPING U-VALUE=0.77, SHGC=0.40, VT=0.56 AIR LEAKAGE ≤ 0.20 CFM/SF	SLIDERS	C7 3'-0" X 7'-0"	C6 (2) 2'-0" DOUBLE SWING	SWING DOOR	1-1/2 HR RATED FPSC WITH VISION PANEL WEATHER STRIPPING ON EXTERIOR STAIR DOORS U-VALUE=0.35, SHGC=0.52, VT=0.56 AIR LEAKAGE ≤ 0.20 CFM/SF	1-1/2 HR RATED FPSC

WINDOW SCHEDULE

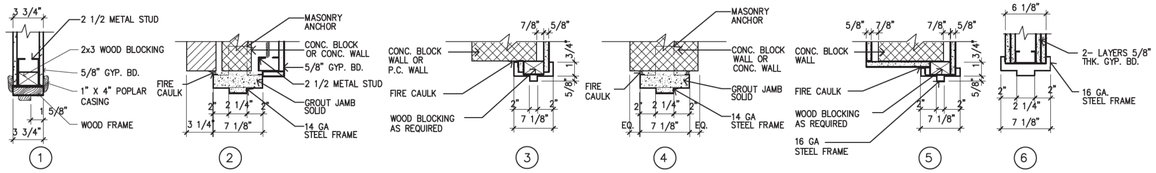


TYPE	W1	W2	W3	W4	W5 W5A	W6	W7	W8	W9	W10	W11
WINDOW MATERIAL	METAL/GLASS	METAL/GLASS	METAL/GLASS	METAL/GLASS	METAL/GLASS	METAL/GLASS	METAL/GLASS	METAL/GLASS	METAL/GLASS	METAL/GLASS	METAL/GLASS
FRAME MATERIAL	METAL	METAL	METAL	METAL	METAL	METAL	METAL	METAL	METAL	METAL	METAL
LOCATION	KITCHEN	LIVING ROOM	BEDROOM, LIVING ROOM,	LIVING/DINING	LIVING RM/BD.RM. STAIR BULKHEAD	COMMUNITY FACILITY	LIVING ROOM	COMMUNITY FACILITY	COMMUNITY FACILITY	LIVING ROOM	BULKHEAD
REMARKS	CASEMENT U-VALUE=0.35, SHGC=0.40, VT=0.6 AIR LEAKAGE ≤ 0.20 CFM/SF	CASEMENT U-VALUE=0.35, SHGC=0.40 VT=0.6 AIR LEAKAGE ≤ 0.20 CFM/SF	CASEMENT U-VALUE=0.35, SHGC=0.40, VT=0.6 AIR LEAKAGE ≤ 0.20 CFM/SF	CASEMENT U-VALUE=0.35, SHGC=0.40, VT=0.6 AIR LEAKAGE ≤ 0.20 CFM/SF	SLIDERS U-VALUE=0.35, SHGC=0.40, VT=0.6 AIR LEAKAGE ≤ 0.06 CFM/SF	FIXED U-VALUE=0.35, SHGC=0.40, VT=0.6 AIR LEAKAGE ≤ 0.20 CFM/SF	CASEMENT FIXED U-VALUE=0.35, SHGC=0.40, VT=0.6 AIR LEAKAGE ≤ 0.20 CFM/SF	FIXED U-VALUE=0.35, SHGC=0.40, VT=0.6 AIR LEAKAGE ≤ 0.20 CFM/SF	FIXED U-VALUE=0.35, SHGC=0.40, VT=0.6 AIR LEAKAGE ≤ 0.20 CFM/SF	FIXED/OPERABLE U-VALUE=0.35, SHGC=0.40, VT=0.6 AIR LEAKAGE ≤ 0.06 CFM/SF	SKYLIGHT CASEMENT FIXED U-VALUE=0.35, SHGC=0.40 VT=0.6 AIR LEAKAGE ≤ 0.20 CFM/SF

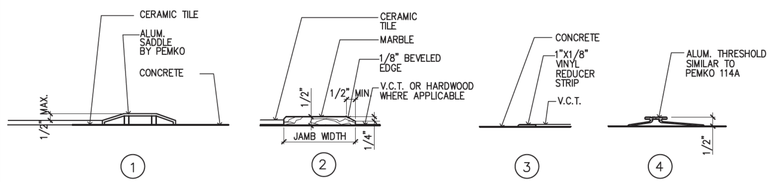
WINDOW NOTES:
1. ALL WINDOWS TO BE MANUFACTURED BY "CRYSTAL" OR APPROVED EQUAL
2. ALL OPERABLE WINDOWS TO HAVE INSECT SCREENS.
3. ALL WINDOWS SHALL BE WHITE, COMMERCIAL GRADE ALUMINUM FRAME AND HAVE INSULATED GLASS
4. ALL WINDOWS SHALL BE DOUBLE GLAZED

WINDOW AIR LEAKAGE NOTES:
PROVIDE FLASHING, SLOPED SILL OR WINDOW DAMS, EXPANDABLE FOAM SEALANT AND CAULKING AT ROUGH OPENING, JOINTS AND SEAMS TO CREATE A CONTINUOUS AIR BARRIER.

DOOR FRAME DETAILS



DOOR SILL DETAILS



GENERAL BUILDING ENVELOPE AIR LEAKAGE NOTES:
1. DOORS AND ACCESS OPENINGS FROM CONDITIONED SPACE TO SHAFTS, CHUTES, STAIRWAYS AND ELEVATOR LOBBIES TO BE GASKETED, WEATHERSTRIPPED OR SEALED.

2. BUILDING ENTRANCES PROVIDED WITH AN ENCLOSED VESTIBULES SHALL HAVE ALL DOORS OPENING INTO AND OUT OF THE VESTIBULE EQUIPPED WITH SELF-CLOSING DEVICES.

3. ALL NEW VENT DAMPERS AND AIR INTAKES AND EXHAUSTS TO BE PROVIDED WITH CLASS I MOTORIZED DAMPERS WHERE REQUIRED WITH A MAX LEAKAGE RATE OF 4 CFM/SF AT 1.0 IN. WG. STAIRWAY AND SHAFT VENT DAMPERS TO HAVE CONTROLS TO AUTOMATICALLY OPEN DURING ANY FIRE ALARM ACTIVATION OR INTERRUPTION OF POWER TO THE DAMPER.

4. AIR INTAKES AND EXHAUSTS PROVIDED WITH GRAVITY (NONMOTORIZED) DAMPERS SMALLER THAN 24 INCHES IN EITHER DIMENSION AND PERMITTED TO HAVE A LEAKAGE OF 40 CFM/FT² (203.2 L/S•M²) AT 1.0 INCH WATER GAUGE

5. RECESSED LUMINAIRES INSTALLED IN THE BUILDING THERMAL ENVELOPE SHALL BE SEALED WITH A GASKET OR CAULK BETWEEN THE HOUSING AND INTERIOR WALL OR CEILING COVERING TO LIMIT AIR LEAKAGE BETWEEN CONDITIONED AND UNCONDITIONED SPACES OF A RATE OF NOT MORE 2.0 CFM.

DOOR AIR LEAKAGE NOTES:
PROVIDE FLASHING, EXPANDABLE FOAM SEALANT AND CAULKING AT ROUGH OPENING, JOINTS AND SEAMS TO CREATE A CONTINUOUS AIR BARRIER.

CLIENT:
73 M&C REALTY LLC
42-45 77th STREET,
ELMHURST, NY 11373

ARCHITECT:
TAN ARCHITECT P.C.
194-02 NORTHERN BLVD, SUITE# 205,
FLUSHING, NY 11358
(718) 224-1130/Tel
(718) 224-1137/Fax

STRUCTURE ENGINEER:
TIMES BUILDINGS ENGINEERING SERVICES
85-34 GRAND AVENUE , 2nd FLOOR
ELMHURST, NY 11373
(718) 502-9631/Tel

MEP ENGINEER:
HIDAMARI
Engineering Services, P.C.
33-70 Prince Street, Ste.# 702
Flushing, NY 11354
TEL (917) 915-6101
email: info@hidamaries.com

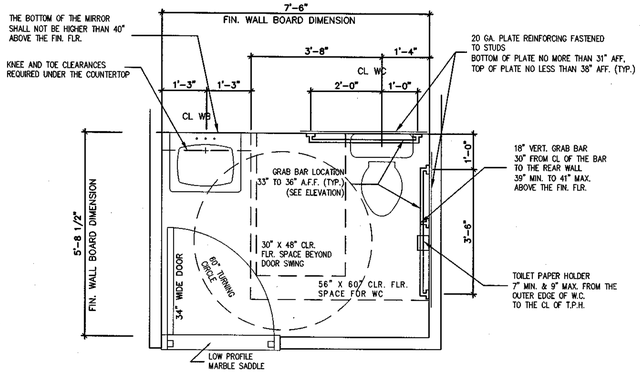
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5-2-22	2	RESUBMITTED TO DOB/APPROVAL
09-12-18	1	RESUBMITTED TO DOB/APPROVAL
05-20-18		RESUBMITTED TO DOB/APPROVAL
03-24-17		RESUBMITTED TO DOB/APPROVAL
02-17-17		RESUBMITTED TO DOB/OBJ
11-17-16		RESUBMITTED TO DOB/OBJ
7-27-16		RESUBMITTED TO DOB/ OBJ
6-10-16		RESUBMITTED TO DOB/ OBJ
11-12-15		RESUBMITTED TO DOB/ OBJ
10-5-15		RESUBMITTED TO DOB/ OBJ
9-14-15		RESUBMITTED TO DOB/ OBJ
8-17-15		SUBMITTED TO DOB/ FILING

PROJECT:
PROPOSED A 5-STORY RESIDENTIAL BUILDING WITH COMMUNITY FACILITY
73-02 WOODSIDE AVENUE,
WOODSIDE, NY 11377

DRAWING TITLE :
DOORS SCHEDULE
WINDOWS SCHEDULE
DOOR FRAMES AND SILL DETAILS

DATE: 8/8/2015
PROJECT #: 20150110
SEAL & SIGNATURE:
DRAWN BY: FD
CHKD. BY: CT
DRAWING #:
A-502.02
17 OF 24

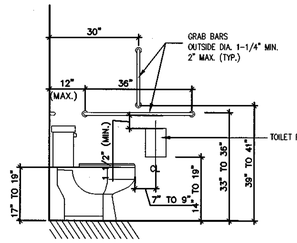
Albin Mathew
APPROVED
Date: 05/05/2022



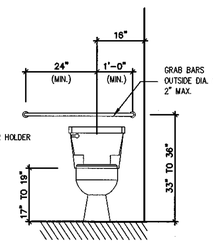
ACCESSIBLE TOILET

Scale : 1/2" =1'-0"

NOTES: 1. CHOOSE WATER CLOSET THAT WILL NOT EXTEND INTO THE SPACE REQUIRED FROM THE DOOR OPENING
2. GRAB BAR REINFORCEMENT WILL CONSIST OF 20 GA. MTL. PLATES SECURED TO STUDS.

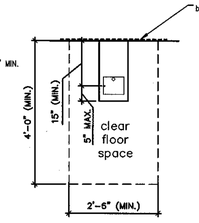


Side Wall Grab Bar

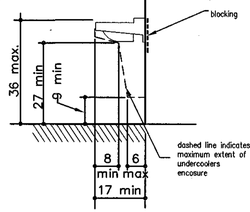


Back Wall Grab Bar

Water Closets

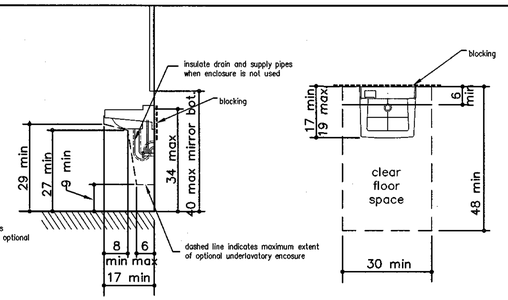


Clear Floor Space



Leg Clearance

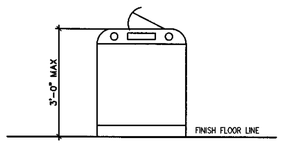
Drinking Fountain



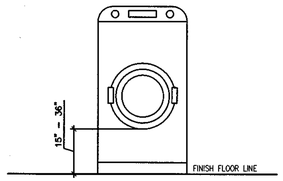
Leg Clearance

Clear Floor Space

Lavatories

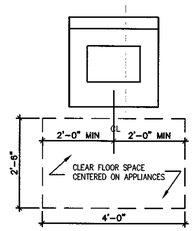


TOP LOADING

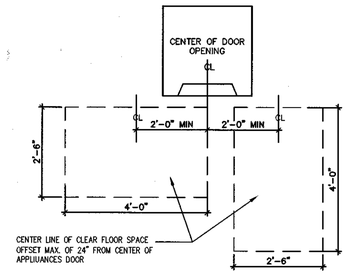


FRONT LOADING

HEIGHT OF LAUNDRY EQUIPMENT
FIGURE 611.4

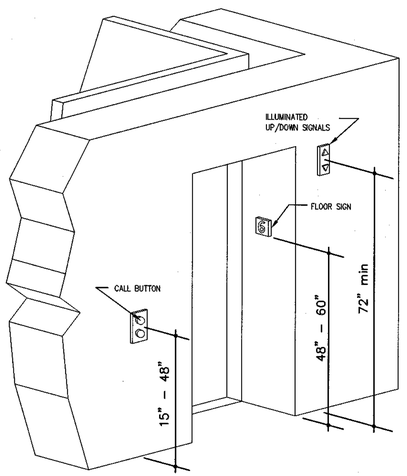


TOP LOADING



FRONT LOADING

CLEAR FLOOR SPACE
FIGURE 611.2



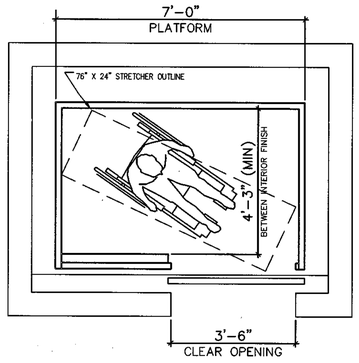
ELEVATOR ENTRANCES

Elevator Handicap Provisions per ANSI A117.1-2009 Section 407

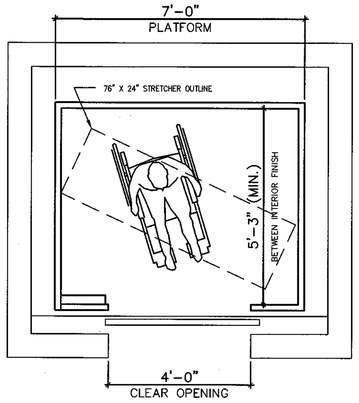
NOT TO SCALE

Accessible Washing Machine

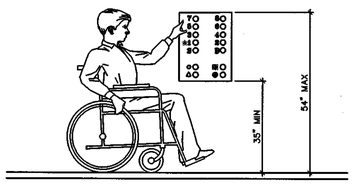
Scale : 1/2" =1'-0"



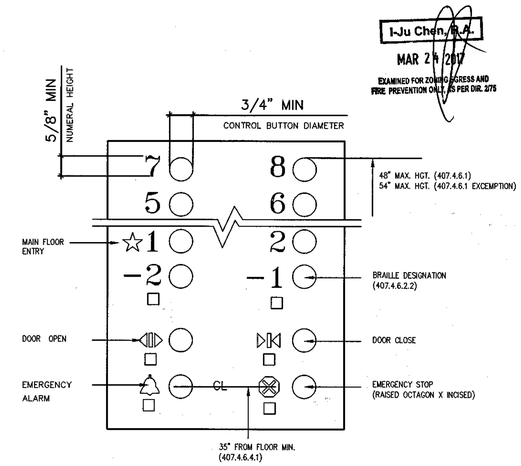
MIN STANDARD ELEV. CAR DIM



MIN NON STANDARD ELEV. CAR DIM



CAR CONTROL HEIGHT



ELEVATOR CONTROL DETAIL

I-Ju Chen, R.A.
MAR 24 2017
EXAMINED FOR ZONING, EGRESS AND FIRE PREVENTION ONLY AS PER DIR. 2/75

DEPT. BLDGS Job No. 421203655
Scan Code ESHS2203246

DATE:	REV.	DESCRIPTION:
02-17-17		RESUBMITTED TO DOB/APPROVAL
11-17-16		RESUBMITTED TO DOB/OBJ
7-27-16		RESUBMITTED TO DOB/ OBJ
6-10-16		RESUBMITTED TO DOB/ OBJ
11-12-15		RESUBMITTED TO DOB/ OBJ
10-5-15		RESUBMITTED TO DOB/ OBJ
9-14-15		RESUBMITTED TO DOB/ OBJ
8-17-15		SUBMITTED TO DOB/ FILING

PROJECT:
PROPOSED A 5-STORY RESIDENTIAL BUILDING WITH COMMUNITY FACILITY

73-02 WOODSIDE AVENUE, WOODSIDE, NY 11377

DRAWING TITLE :
ACCESSIBLE TOILET DETAIL ELEVATOR DETAILS

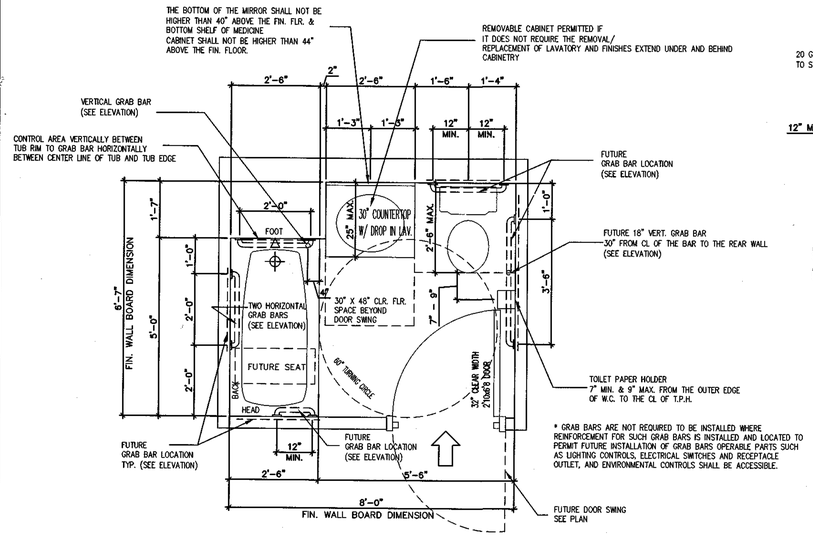
DATE: 8/8/2015
PROJECT #: 20150116
SEAL & SIGNATURE:
DRAWN BY: FD
CHKD. BY: CT
DRAWING #:
A-601.00
18 OF 24

CLIENT:
73 M&C REALTY LLC
42-45 77th STREET, ELMHURST, NY 11373

ARCHITECT:
TAN ARCHITECT P.C.
194-02 NORTHERN BLVD, SUITE# 205, FLUSHING, NY 11358
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STRUCTURE ENGINEER:
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85-34 GRAND AVENUE , 2nd FLOOR ELMHURST, NY 11373
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Engineering Services, P.C.
33-70 Prince Street, Ste.# 702 Flushing, NY 11354
TEL (917) 915-6101
email: info@hidamaries.com

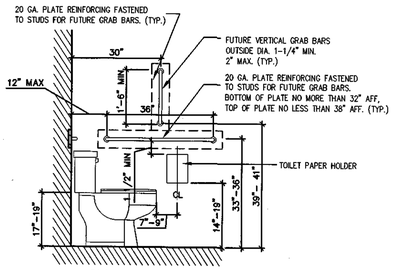


HANDICAPPED ADAPTABLE BATHROOM

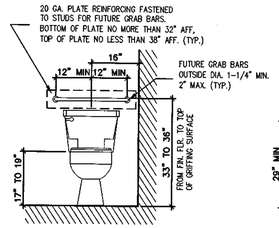
(SEE PLAN) Scale : 1/2" =1'-0"

NOTES: 1. CHOOSE WATER CLOSET THAT WILL NOT EXTEND INTO THE SPACE REQUIRED FROM THE DOOR OPENING

2. GRAB BAR REINFORCEMENT WILL CONSIST OF 20 GA. MTL. PLATES SECURED TO STUDS.



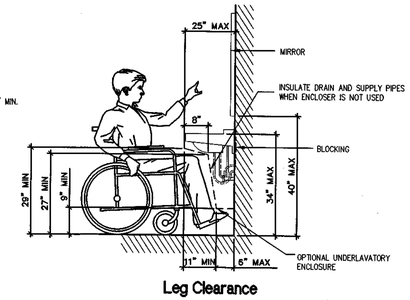
Side Wall Grab Bar



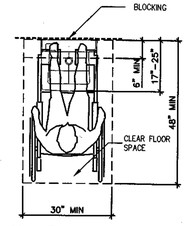
Back Wall Grab Bar

Water Closets

SIZE OF GRAB BARS:
CIRCULAR 1 1/4" TO 2" OUTSIDE DIAMETER
NONCIRCULAR 2" MAXIMUM AND PERIMETER DIMENSION 4" MIN AND 4.8" MAX
1 1/2 CLEARANCE BETWEEN HANDRAIL GRIFFING SURFACE AND ADJACENT SURFACES

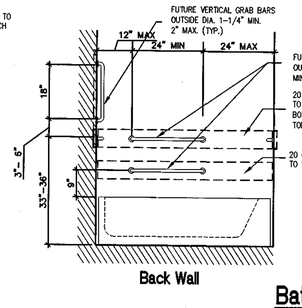


Leg Clearance

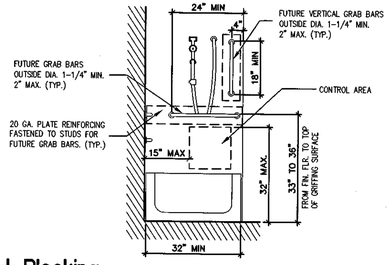


Clear Floor Space

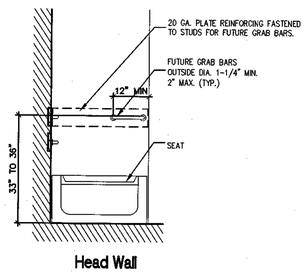
Lavatories



Back Wall



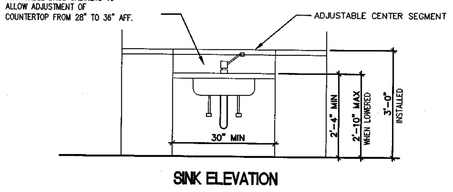
Control / Foot wall



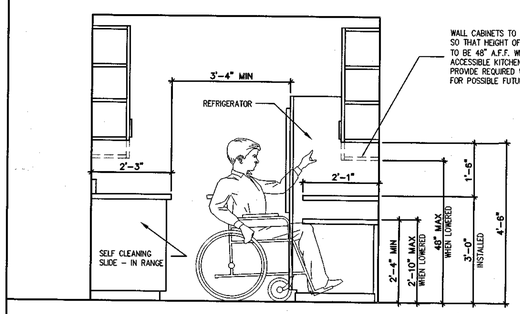
Head Wall

Bathtubs Grab Bar + Blocking

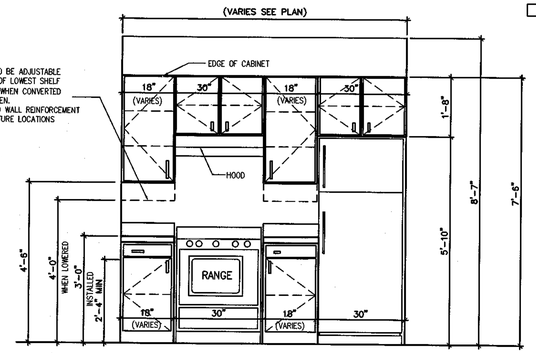
SIZE OF GRAB BARS:
CIRCULAR 1 1/4" TO 2" OUTSIDE DIAMETER
NONCIRCULAR 2" MAXIMUM AND PERIMETER DIMENSION 4" MIN AND 4.8" MAX
1 1/2 CLEARANCE BETWEEN HANDRAIL GRIFFING SURFACE AND ADJACENT SURFACES



SINK ELEVATION



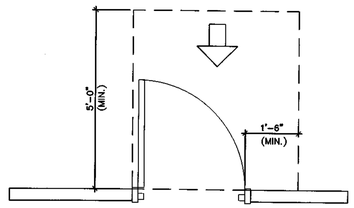
PASS - THROUGH KITCHEN CLEARANCE



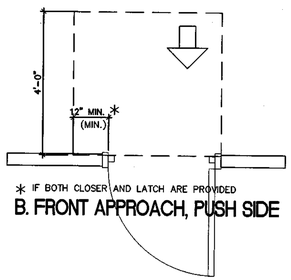
KITCHENETTE ELEVATION

Handicapped Adaptable Kitchenette

Scale : 1/2" =1'-0"

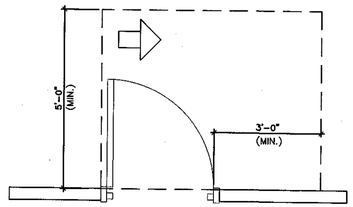


A. FRONT APPROACH, PULL SIDE

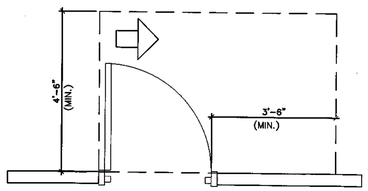


* IF BOTH CLOSER AND LATCH ARE PROVIDED

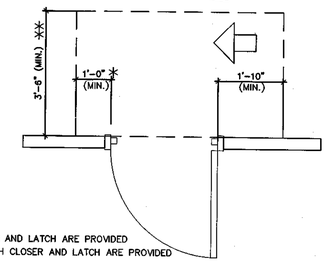
B. FRONT APPROACH, PUSH SIDE



C. HINGED APPROACH, PULL SIDE

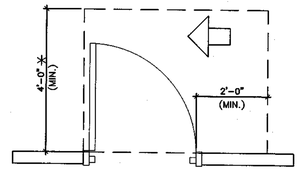


D. HINGED APPROACH, PULL SIDE



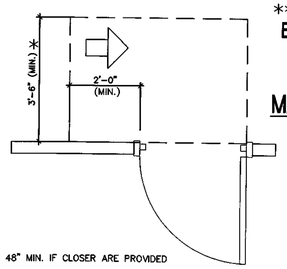
* IF BOTH CLOSER AND LATCH ARE PROVIDED
** 48" MIN. IF BOTH CLOSER AND LATCH ARE PROVIDED

E. HINGED APPROACH, PUSH SIDE



* 54" IF CLOSER ARE PROVIDED

F. LATCH APPROACH, PULL SIDE



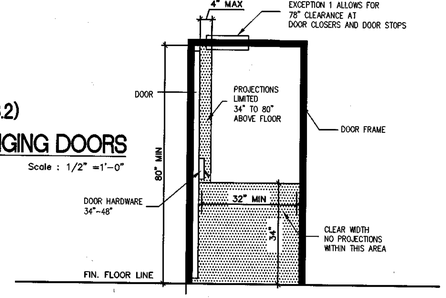
* 48" MIN. IF CLOSER ARE PROVIDED

G. LATCH APPROACH, PUSH SIDE

ICC/ANSI A-117.1 - 2009 (FIGURE 404.2.3.2)

MANEUVERING CLEARANCE AT MANUAL SWINGING DOORS

Scale : 1/2" =1'-0"



CLEAR WIDTH AND PROJECTIONS

Scale : 1/2" =1'-0"

I-Ju Chen, R.A.
MAR 2 A 2017
EXAMINED FOR ZONING EGRESS AND FIRE PREVENTION ONLY, AS PER DIR. 27S

CLIENT:
73 M&C REALTY LLC
42-45 77th STREET, ELMHURST, NY 11373

ARCHITECT:
TAN ARCHITECT P.C.
194-02 NORTHERN BLVD, SUITE# 205, FLUSHING, NY 11358
(718) 224-1130/Tel
(718) 224-1137/Fax

STRUCTURE ENGINEER:
TIMES BUILDINGS ENGINEERING SERVICES
85-34 GRAND AVENUE , 2nd FLOOR ELMHURST, NY 11373
(718) 502-9631/Tel

MEP ENGINEER:
HIDAMARI
Engineering Services, P.C.
33-70 Prince Street, Ste.# 702 Flushing, NY 11354
TEL (917) 915-6101
email: info@hidamaries.com

DRPT BLDGS Job No. 421203655
Scan Code EDHS4493540

DATE:	REV.	DESCRIPTION:
02-17-17		RESUBMITTED TO DOB/APPROVAL
11-17-16		RESUBMITTED TO DOB/OBJ
7-27-16		RESUBMITTED TO DOB/ OBJ
6-10-16		RESUBMITTED TO DOB/ OBJ
11-12-15		RESUBMITTED TO DOB/ OBJ
10-5-15		RESUBMITTED TO DOB/ OBJ
9-14-15		RESUBMITTED TO DOB/ OBJ
8-17-15		SUBMITTED TO DOB/ FILING

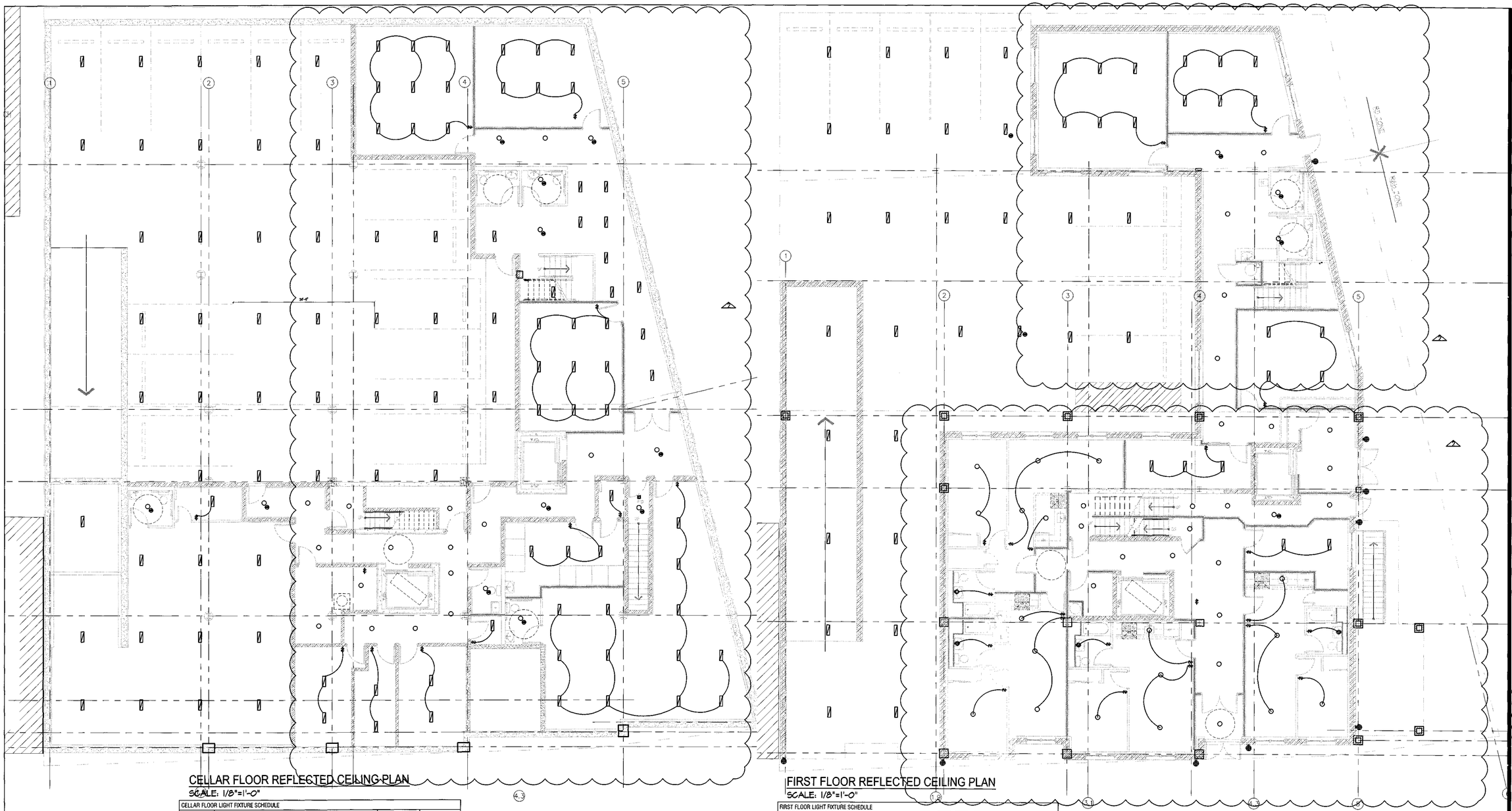
PROJECT:
PROPOSED A 5-STORY RESIDENTIAL BUILDING WITH COMMUNITY FACILITY

73-02 WOODSIDE AVENUE, WOODSIDE, NY 11377

DRAWING TITLE :
HANDICAPPED ADAPTABLE DETAILS AND LEGEND

DATE: 8/8/2015 | PROJECT #: 20150116
SEAL & SIGNATURE: REGISTERED ARCHITECT FUMIO TANAKA 025310 STATE OF NEW YORK
DRAWN BY: FD
CHKD. BY: CT
DRAWING #: A-602.00

19 OF 24



CELLAR FLOOR REFLECTED CEILING PLAN

SCALE: 1/8"=1'-0"

CELLAR FLOOR LIGHT FIXTURE SCHEDULE			
SYMBOLS	DESCRIPTION	NO. OF FIXTURE	TOTAL WATTS
	1'-0" X 4'-0" SURFACE MOUNTED FLUORESCENT LIGHT FIXTURE WITH 1 LAMP @ 25W EACH T8 LAMPS AND ELECTRONIC BALLAST	104	2600
	25W INCANDESCENT LAMP, SURFACE-MOUNT DOWNLIGHTING		
	20W WALL MOUNT INCANDESCENT SCONCE		
	20W WALL MOUNT INCANDESCENT SCONCE W/ MOTION SENSOR	0	0
	MEDIUM CYLINDER DOWNLIGHT LED MOTION SENSOR	23	271
T	PROGRAMMABLE THERMOSTAT CONTROL OF HEATING AND COOLING		
TOTAL LIGHTING WATT AT THIS FLOOR			2871

FIRST FLOOR REFLECTED CEILING PLAN

SCALE: 1/8"=1'-0"

FIRST FLOOR LIGHT FIXTURE SCHEDULE			
SYMBOLS	DESCRIPTION	NO. OF FIXTURE	TOTAL WATTS
	1'-0" X 4'-0" SURFACE MOUNTED FLUORESCENT LIGHT FIXTURE WITH 1 LAMP @ 25W EACH T8 LAMPS AND ELECTRONIC BALLAST	82	2050
	25W INCANDESCENT LAMP, SURFACE-MOUNT DOWNLIGHTING		
	20W WALL MOUNT INCANDESCENT SCONCE		
	25W WALL MOUNT INCANDESCENT LIGHT (EXTERIOR LIGHT)	8	200
	20W WALL MOUNT INCANDESCENT SCONCE W/ MOTION SENSOR		
	MEDIUM CYLINDER DOWNLIGHT LED MOTION SENSOR	18	212
T	PROGRAMMABLE THERMOSTAT CONTROL OF HEATING AND COOLING		
TOTAL LIGHTING WATT AT THIS FLOOR			2462

LIGHTING CONTROL NARRATIVES

CORRIDORS/LOBBIES	25% OF FIXTURES TO REMAIN ENERGIZED AT ALL TIMES (I.E. EMERGENCY FIXTURES TO REMAIN ON). (SEE NOTE (1),(3),(4))
STAIRS	LIGHTING TO BE CONTINUOUSLY LIGHTED (SEE NOTE (1),(2),(4))
PUBLIC RESTROOMS	MOTION SENSOR, AUTOMATIC OFF
UTILITY ROOMS	MANUAL SWITCH. 25% OF FIXTURES TO REMAIN ENERGIZED AT ALL TIMES (I.E. EMERGENCY FIXTURES TO REMAIN ON). (SEE NOTE (3),(4))
TREATMENT HEALTHCARE FACILITY	MANUAL SWITCH. (SEE NOTE (4),(5),(6))

NOTES:
1) MANUAL LIGHTING CONTROLS IS NOT REQUIRED FOR LIGHTING IN STAIRWAYS OR CORRIDORS THAT ARE ELEMENTS OF MEANS OF EGRESS.
2) LIGHT REDUCTION CONTROLS IS NOT REQUIRED FOR AREAS THAT HAVE ONLY ONE LUMINAIRE, WITH RATED POWER LESS THAN 100 WATTS.
3) LIGHT REDUCTION CONTROLS IS NOT REQUIRED FOR CORRIDORS, EQUIPMENT ROOMS, STOREROOMS, RESTROOMS, PUBLIC LOBBIES, ELECTRICAL OR MECHANICAL ROOMS.
4) ADDITIONAL LIGHTING CONTROLS IS NOT REQUIRED FOR SPACES WHERE AN AUTOMATIC SHUTOFF WOULD ENDANGER OCCUPANT SAFETY OR SECURITY.
5) ADDITIONAL LIGHTING CONTROLS IS NOT REQUIRED LIGHTING INTENDED FOR CONTINUOUS OPERATION
6) ADDITIONAL LIGHTING CONTROLS IS NOT REQUIRED SPACES WHERE PATIENT CARE IS DIRECTLY PROVIDED

LIGHTING NOTES

1. DWELLING UNITS WITHIN COMMERCIAL BUILDINGS ARE PROVIDED WITH A MINIMUM OF 75 PERCENT PERMANENTLY INSTALLED LIGHTING FIXTURES, OTHER THAN LOW VOLTAGE LIGHTING, TO BE HIGH-EFFICACY LAMPS AND SHALL NOT BE REQUIRED TO COMPLY WITH SECTIONS C405.2 THROUGH C405.5.
1. DUAL SWITCHING OF ALTERNATE ROWS OF LUMINARIES
2. DAYLIGHT ZONED AREA CONTROLLED INDEPENDENTLY OF GENERAL AREA LIGHTING BY MANUAL LIGHT SWITCH.
3. INTERNALLY ILLUMINATED EXIT SIGNS TO NOT EXCEED 5 WATTS PER SIDE

THERMOSTAT NOTES:

- PROPOSED EACH HEATING AND COOLING SYSTEM WITHIN THE ZONE TO BE CONTROLLED BY INDIVIDUAL THERMOSTATIC CONTROL
- PROPOSED THERMOSTATIC CONTROLS TO HAVE A SET POINT OVERLAP RESTRICTION WHICH PROVIDES A TEMPERATURE RANGE OR DEADBAND OF AT LEAST 5°F
- PROPOSE EACH ZONE TO HAVE A THERMOSTATIC SETBACK CONTROL THAT IS CONTROLLED BY A PROGRAMMABLE CONTROL SYSTEM DURING OFF-HOURS
- PROPOSE THERMOSTATIC SETBACK CONTROLS TO HAVE THE CAPABILITY TO SET BACK OR TEMPORARILY OPERATE THE SYSTEM TO MAINTAIN ZONE TEMPERATURES DOWN TO 55°F (13°C) OR UP TO 85°F (29°C).
- PROPOSED A PROGRAMMABLE CONTROLS TO BE CAPABLE OF STARTING AND STOPPING THE SYSTEM FOR SEVEN DIFFERENT DAILY SCHEDULES PER WEEK AND RETAINING THEIR PROGRAMMING AND TIME SETTING DURING A LOSS OF POWER FOR AT LEAST 10 HOURS.

CLIENT:

73 M&C REALTY LLC

42-45 77th STREET, ELMHURST, NY 11373

ARCHITECT:

TAN ARCHITECT P.C.
194-02 NORTHERN BLVD, SUITE# 205.
FLUSHING, NY 11358

(718) 224-1130/Tel
(718) 224-1137/Fax

STRUCTURE ENGINEER:

TIMES BUILDINGS ENGINEERING SERVICES

85-34 GRAND AVENUE , 2nd FLOOR
ELMHURST, NY 11373

(718) 502-9631/Tel

MEP ENGINEER:

HIDAMARI
Engineering Services, P.C.
33-70 Prince Street, Ste.# 702
Flushing, NY 11354
TEL (917) 915-6101
email: info@hidamaries.com

AMENDED APPLICATION

Muhammad Hasan, P.E.

MAY 31 2019

EXAMINED FOR ZONING, EGRESS AND FIRE PREVENTION ONLY AS PER DIR. 2/75

DEPT BLDGS Job No. 421203855
Scan Code ESHS6788480

DATE:	REV.	DESCRIPTION:
05-08-19	2	RESUBMITTED TO DOB/APPROVAL
09-12-18	1	RESUBMITTED TO DOB/APPROVAL
05-20-18		RESUBMITTED TO DOB/APPROVAL
03-24-17		RESUBMITTED TO DOB/APPROVAL
02-17-17		RESUBMITTED TO DOB/OBJ
11-17-16		RESUBMITTED TO DOB/OBJ
7-27-16		RESUBMITTED TO DOB/ OBJ
6-10-16		RESUBMITTED TO DOB/ OBJ
11-12-15		RESUBMITTED TO DOB/ OBJ
10-5-15		RESUBMITTED TO DOB/ OBJ
9-14-15		RESUBMITTED TO DOB/ OBJ
8-17-15		SUBMITTED TO DOB/ FILING

PROJECT:

PROPOSED A 5-STORY RESIDENTIAL BUILDING WITH COMMUNITY FACILITY

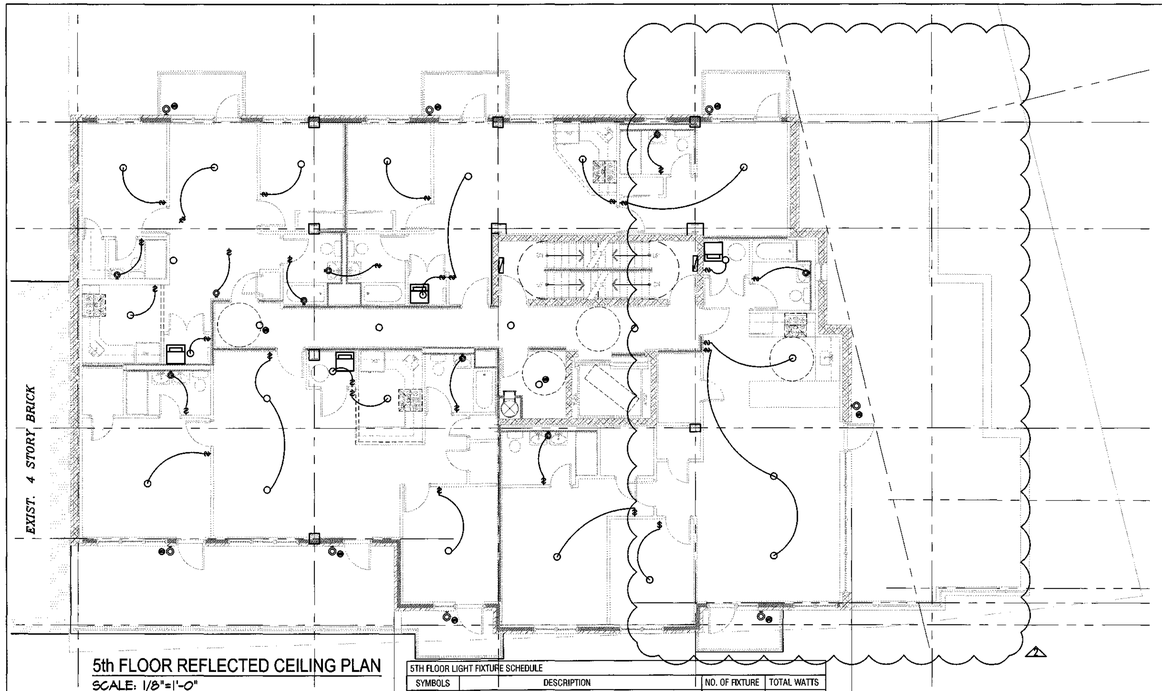
73-02 WOODSIDE AVENUE,
WOODSIDE, NY 11377

DRAWING TITLE :

REFLECTED CEILING PLANS

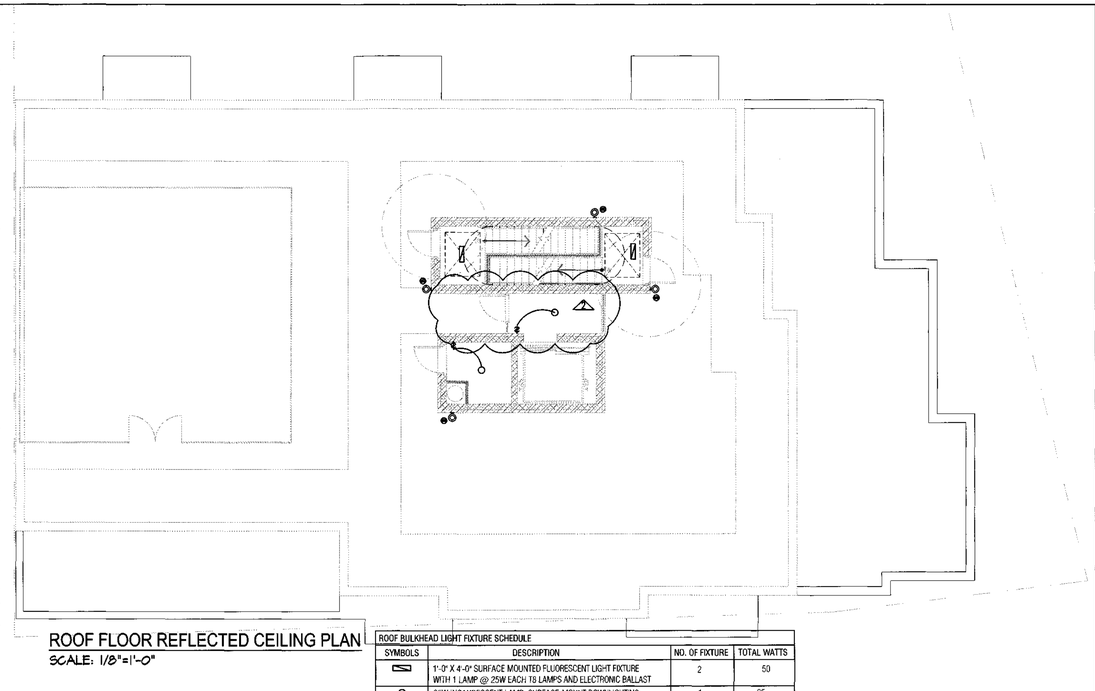
DATE: 8/8/2015	PROJECT #: 20150110
SEAL & SIGNATURE:	DRAWN BY: FD
	CHKD. BY: CT
	DRAWING #: A-701.02

REGISTERED ARCHITECT YANG PAN TAN 026378 STATE OF NEW YORK



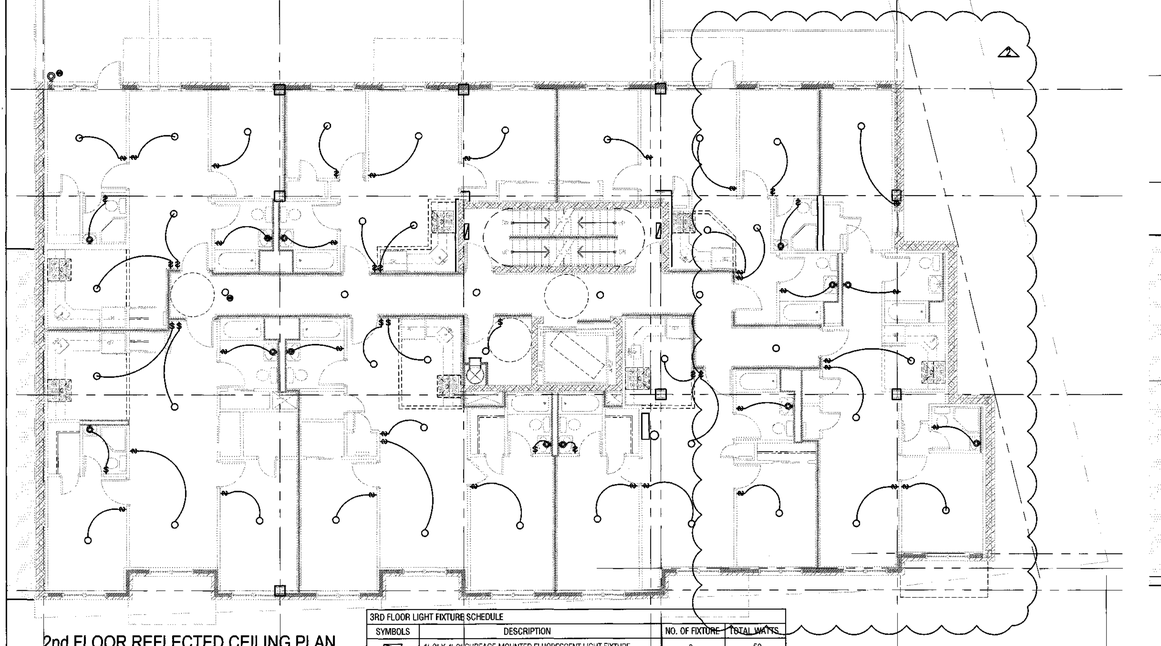
5th FLOOR REFLECTED CEILING PLAN
SCALE: 1/8"=1'-0"

5TH FLOOR LIGHT FIXTURE SCHEDULE			
SYMBOLS	DESCRIPTION	NO. OF FIXTURE	TOTAL WATTS
	1'-0" X 4'-0" SURFACE MOUNTED FLUORESCENT LIGHT FIXTURE WITH 1 LAMP @ 25W EACH T8 LAMPS AND ELECTRONIC BALLAST	2	50
O	25W INCANDESCENT LAMP, SURFACE-MOUNT DOWNLIGHTING	25	625
	20W WALL MOUNT INCANDESCENT SCONCE	9	180
	20W WALL MOUNT INCANDESCENT SCONCE W/ MOTION SENSOR	9	180
	MEDIUM CYLINDER DOWNLIGHT LED MOTION SENSOR	5	59
T	PROGRAMMABLE THERMOSTAT CONTROL OF HEATING AND COOLING		
TOTAL LIGHTING WATT AT EACH FLOOR			1035



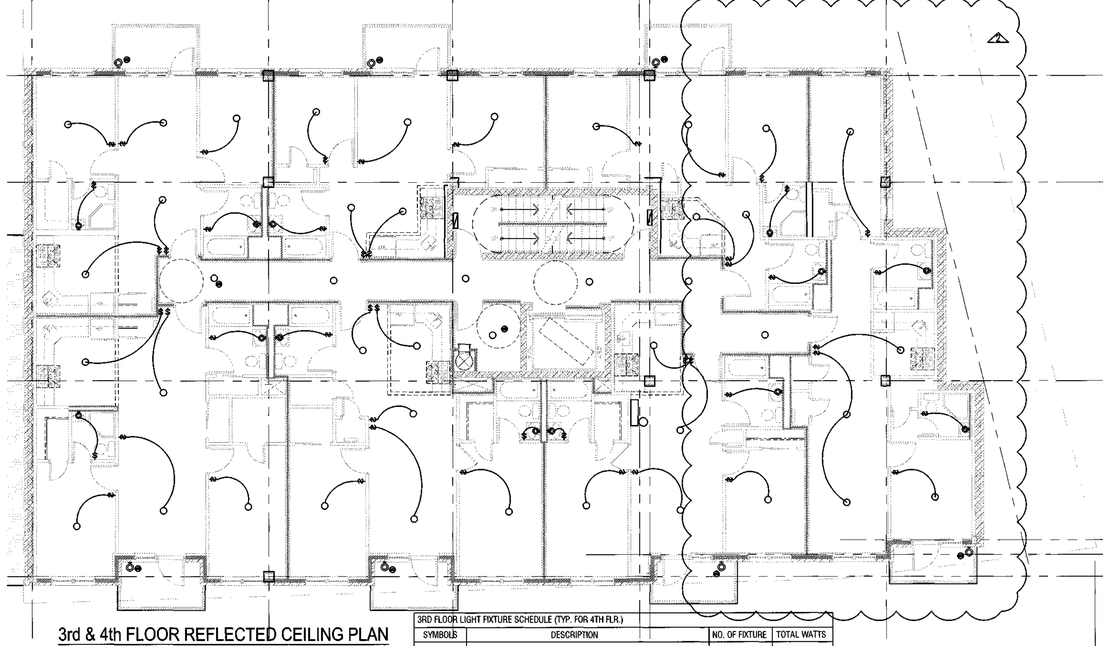
ROOF FLOOR REFLECTED CEILING PLAN
SCALE: 1/8"=1'-0"

ROOF BULKHEAD LIGHT FIXTURE SCHEDULE			
SYMBOLS	DESCRIPTION	NO. OF FIXTURE	TOTAL WATTS
	1'-0" X 4'-0" SURFACE MOUNTED FLUORESCENT LIGHT FIXTURE WITH 1 LAMP @ 25W EACH T8 LAMPS AND ELECTRONIC BALLAST	2	50
O	25W INCANDESCENT LAMP, SURFACE-MOUNT DOWNLIGHTING	1	25
	20W WALL MOUNT INCANDESCENT SCONCE	0	0
	20W WALL MOUNT INCANDESCENT SCONCE W/ MOTION SENSOR	4	80
	EXHAUST FAN W/ 25W INCANDESCENT LAMP DOWNLIGHTING		
T	PROGRAMMABLE THERMOSTAT CONTROL OF HEATING AND COOLING		
TOTAL LIGHTING WATT AT THIS FLOOR			155



2nd FLOOR REFLECTED CEILING PLAN
SCALE: 1/8"=1'-0"

3RD FLOOR LIGHT FIXTURE SCHEDULE			
SYMBOLS	DESCRIPTION	NO. OF FIXTURE	TOTAL WATTS
	1'-0" X 4'-0" SURFACE MOUNTED FLUORESCENT LIGHT FIXTURE WITH 1 LAMP @ 25W EACH T8 LAMPS AND ELECTRONIC BALLAST	2	50
O	25W INCANDESCENT LAMP, SURFACE-MOUNT DOWNLIGHTING	53	1325
	20W WALL MOUNT INCANDESCENT SCONCE	15	300
	20W WALL MOUNT INCANDESCENT SCONCE W/ MOTION SENSOR	5	100
	MEDIUM CYLINDER DOWNLIGHT LED MOTION SENSOR	7	83
T	PROGRAMMABLE THERMOSTAT CONTROL OF HEATING AND COOLING		
TOTAL LIGHTING WATT AT EACH FLOOR			1858



3rd & 4th FLOOR REFLECTED CEILING PLAN
SCALE: 1/8"=1'-0"

3RD FLOOR LIGHT FIXTURE SCHEDULE (TYP. FOR 4TH FLR.)			
SYMBOLS	DESCRIPTION	NO. OF FIXTURE	TOTAL WATTS
	1'-0" X 4'-0" SURFACE MOUNTED FLUORESCENT LIGHT FIXTURE WITH 1 LAMP @ 25W EACH T8 LAMPS AND ELECTRONIC BALLAST	2	50
O	25W INCANDESCENT LAMP, SURFACE-MOUNT DOWNLIGHTING	40	1000
	20W WALL MOUNT INCANDESCENT SCONCE	14	280
	20W WALL MOUNT INCANDESCENT SCONCE W/ MOTION SENSOR	8	160
	MEDIUM CYLINDER DOWNLIGHT LED MOTION SENSOR	7	83
T	PROGRAMMABLE THERMOSTAT CONTROL OF HEATING AND COOLING		
TOTAL LIGHTING WATT AT EACH FLOOR			1573

CLIENT:

73 M&C REALTY LLC

42-45 77th STREET, ELMHURST, NY 11373

ARCHITECT:

TAN ARCHITECT P.C.
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email: info@hidamaries.com

AMENDED APPLICATION

Muhammad Hasan, P.E.

MAY 31 2019

EXAMINED FOR ZONING, EGRESS AND FIRE PREVENTION ONLY, AS PER DIR. 2/75

DEPT BLDGS Job No. 421203655
Scan Code ESHS3855076

DATE:	REV.	DESCRIPTION:
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10-5-15		RESUBMITTED TO DOB/ OBJ
9-14-15		RESUBMITTED TO DOB/ OBJ
8-17-15		SUBMITTED TO DOB/ FILING

PROJECT:

PROPOSED A 5-STORY RESIDENTIAL BUILDING WITH COMMUNITY FACILITY

73-02 WOODSIDE AVENUE,
WOODSIDE, NY 11377

DRAWING TITLE :

REFLECTED CEILING PLANS

DATE: 8/8/2015	PROJECT #: 20150110
SEAL & SIGNATURE:	DRAWN BY: FD
REGISTERED ARCHITECT ... STATE OF NEW YORK	CHKD. BY: CT
	DRAWING #: A-702.02
	21 OF 24

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CERTIFICATION OF SPONSOR'S ARCHITECT

TAN ARCHITECT PC

CERTIFICATION BY SPONSOR'S ENGINEER
OR ARCHITECT PURSUANT To 13 NYCRR 20.4(C)

State of New York
Department of Law
Attn: Real Estate Finance Bureau
28 Liberty Street
New York, NY 10005

RE: Condominium Offering Plan
73 Woodside Manor Condominium
73-02 Woodside Avenue, Woodside, New York

Dear Sir/Madam:

The Sponsor of the offering plan to convert the captioned property to condominium ownership retained our firm to prepare a report describing the construction of the property (the "Report"). I visually inspected the property on February 19, 2022, and I examined the building plans and specifications that were prepared by Tan Architect P.C. dated March 24, 2017 and prepared the Report dated December 30, 2022, a copy of which is intended to be incorporated into the offering plan so that prospective Purchasers may rely on the Report.

I am a registered architect 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 of the entire property as it will exist upon completion of renovation and/or construction, provided that construction is in accordance with the plans and specifications that I examined;

(ii) in my professional opinion affords potential investors, purchasers and participants an adequate basis upon which to found their judgment concerning the description of the property as it will exist upon completion of construction, provided that construction is in accordance with the plans and specifications that I/we examined;

(iii) does not omit any material fact;

(v) not contain any fraud, deception, concealment, or 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 of 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 our compensation for preparing the Report is not contingent on the conversion of the property to a condominium or on the profitability or price of the offering. This statement is not intended as a guarantee or warranty of the physical condition of the property.

This certification is made under penalty of perjury for the benefit of all persons to whom his offer is made.

Sincerely yours,

Chang Hwa Tan, RA

Seal

REGISTERED ARCHITECT
CHANG HWA TAN
No. 025376
STATE OF NEW YORK

Swore to before me on this
20th day of December 2022

Notary Public

NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01AL6270787
Qualified in NASSAU County
Commission Expires 10/22/2024

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CERTIFICATION OF SPONSOR & SPONSOR'S PRINCIPALS

73 M&C REALTY LLC
42-45 77th Street
Elmhurst, NY 11373

CERTIFICATION OF SPONSOR & SPONSOR'S PRINCIPALS

Investment Protection Bureau
Real Estate Financing Section
New York State Department of Law
28 Liberty Street
New York, NY 10005

Re: Condominium Offering Plan
73 Woodside Manor Condominium
73-02 Woodside Avenue, Woodside, New York

Ladies and Gentleman:

We are the sponsor and the principals of sponsor of the condominium offering plan for the captioned property.

We understand that we have primary responsibility for compliance with the provisions of Article 23-A of the General Business Law, the regulations promulgated by the Office of 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 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 no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Sworn to before me this 9th day of September, 2022

Notary Public

SUE JANE SUN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SU4999627
Qualified in Nassau County
Commission Expires January 10, 2023

SPONSOR:
73 M&C Realty LLC

By: _____
Name:Tim Hei Chan
Title: Authorized Signatory

SPONSOR'S PRINCIPALS

Sworn to before me this 9th day of September, 2022

Notary Public

SUE JANE SUN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SU4999627
Qualified in Nassau County
Commission Expires January 10, 2023

_____
Name: Time Hei Chan

Sworn to before me this 9th day of September, 2022

Notary Public

SUE JANE SUN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SU4999627
Qualified in Nassau County
Commission Expires January 10, 2023

_____
Name: Xiu Yun Lin

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CERTIFICATION OFADEQUACY OF OPERATING BUDGET

LAW OFFICE OF Z. TAN PLLC

39-07 PRINCE STREET, SUITE 3B
FLUSHING, NEW YORK 11354
T:718.886.6676 F:718.679.9122
group@ncny-law.com

CERTIFICATION OF ADEQUACY OF OPERATING BUDGET

February 28, 2023

Investment Protection Bureau
Real Estate Financing Section
New York State Department of Law
28 Liberty Street
New York, NY 10005

Re: Condominium Offering Plan
73 Woodside Manor Condominium
73-02 Woodside Avenue, Woodside, New York

Ladies and Gentleman:

The Sponsor of the Condominium Offering Plan for the captioned property retained me to review Schedule B and B-1 containing projections of income and expenses for the first year of condominium operation. I have been a New York State licensed broker for over 6 years. I have been engaged in the management of residential real estate for 4 years and managed 1 condominium. My other experience in this field includes:

1. I have been an attorney for over 10 years. I represented boards and managed companies of several condominiums in New York City. I regularly discuss with sponsors, their accountants, management companies and other professionals in preparation of condominium offering plans.
2. My law firm, Law Office of Z. Tan PLLC, represented numerous clients in condominium unit purchase and sale transactions including many newly constructed condominiums.
3. I have actively involved in the development and construction of residential homes in New York.

I understand that I am responsible for complying with Article 23-A of the General Business Law and the regulations promulgated by the Department of Law in Part 20 insofar as they are applicable to Schedule B and B-1.

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

I certify that the Schedule B:

(i) sets forth in detail the projected income and expenses for the first year of condominium operation;

(ii) affords potential investors purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

(iii) does not omit any material fact;

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

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

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

(vii) does not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

I further certify that I am not owned or controlled by the Sponsor. I understand that a copy of this Certification is intended to be incorporated into the Offering Plan. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Very truly yours,

Eric Li
Member

Sworn to before me this 8th day of February 2023.

Notary Public

SUE JANE SUN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SU4999627
Qualified in Nassau County
Commission Expires January 10, 2027

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CERTIFICATION OF SPONSOR'S EXPERT ON ADEQUACY OF COMMON CHARGES

LAW OFFICE OF Z. TAN PLLC

39-07 PRINCE STREET, SUITE 3B
FLUSHING, NEW YORK 11354
T:718.886.6676 F:718.679.9122
group@ncny-law.com

CERTIFICATION OF SPONSOR'S EXPERT
CONCERNING ADEQUACY OF COMMON CHARGES PAYABLE BY THE
COMMERCIAL UNIT OWNERS

February 08 2023

New York State Department of Law
120 Broadway, 23rd Floor
New York, New York 10271
Attn: Real Estate Finance Bureau

Re: 73 Woodside Manor Condominium
73-02 Woodside Avenue
Woodside, NY 11377

The sponsor of the condominium offering plan for the captioned property retained our me to review Schedule B which includes projections of common charges payable by the owners of the Commercial Unit. I have been a New York Licensed broker for over 6 years. I have been engaged in the management of residential real estate for 4 years and managed 1 condominium. My other experience in this field includes:

1. I have been an attorney for over 10 years. I represented boards and managed companies of several condominiums in New York City. I regularly discuss with sponsors, their accountants, management companies and other professionals in preparation of condominium offering plans.
2. My law firm, Law Office of Z. Tan PLLC, represented numerous clients in condominium unit purchase and sale transactions including many newly constructed condominiums.
3. I have actively involved in the development and construction of residential homes in New York.

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

I have reviewed Schedule B as it impacts upon the commercial units and investigated the facts underlying it with due diligence in order to form a basis for this certification. We also have relied on our experience in managing residential buildings.

I certify that the Schedule B:

(i) sets forth in detail the projected income and expenses for the first year of condominium operation;

(ii) affords potential investors purchasers and participants an adequate basis upon which to found their judgment concerning the first year of condominium operation;

(iii) does not omit any material fact;

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

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

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

(vii) does not contain any representation or statement which is false, where we: (a) knew the truth; (b) with reasonable effort could have known the truth; (c) made no reasonable effort to ascertain the truth; or (d) did not have knowledge concerning the representation or statement made.

I further certify that I am not owned or controlled by the Sponsor. I understand that a copy of this Certification is intended to be incorporated into the Offering Plan. This statement is not intended as a guarantee or warranty of the income and expenses for the first year of condominium operation.

This certification is made under penalty of perjury for the benefit of all persons to whom this offer is made. We understand that violations are subject to the civil and criminal penalties of the General Business Law and Penal Law.

Very truly yours,

Eric Li
Member

Sworn to before me this 8th day of February 2023.

Notary Public

SUE JANE SUN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SU4999627
Qualified in Nassau County
Commission Expires January 10, 2027